

Welcome to your Home Information Pack

151 Middleton Hall Road  
KINGS NORTON  
Birmingham  
West Midlands  
B30 1AS

Thank you for ordering your Home Information Pack through your local HIP Birmingham retailer, Rice Estates.

Please note that this pack has been compiled following the Home information Pack Regulations 2007, which requires that certain legal documents are included in your pack and that certain searches are made against the property.

The contents of this pack have been produced for the seller and therefore are not to be classed as exhaustive and any potential/eventual buyer should obtain independent legal advice before proceeding to exchange of contracts.

Should you have any questions relating to the content or the processes please contact HIP Birmingham on **0800 923 0021**.

Best wishes

HIP Birmingham



## **Contact Information**

### **HIP Birmingham**

Ground Floor Sycamore House  
54 Calthorpe Road  
Edgbaston  
Birmingham B15 1TH

tel : **0800 923 0021**

**Disclaimer: this Home Information Pack has been produced on behalf of the seller. The contents of the pack should not be viewed as being exhaustive and the potential buyer of your property is advised to seek independent legal advice before proceeding to exchange of contracts.**



## INDEX

The index lists all the documents included in your Home Information Pack. Where a document required by the Regulations is unavailable or unobtainable, the index will indicate that the document is missing and the reason why.

The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.

## Home Information Pack Index

Insert address of property to be sold below and include postcode.

151 Middleton Hall Road  
KINGS NORTON  
Birmingham  
West Midlands  
B30 1AS

About this form:

- Under the Home Information Pack (No. 2) Regulations 2007, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. Required documents need to be included in all cases where relevant: authorised documents do not. Please seek professional advice if you are unsure about what to include in your Home Information Pack.
- All the documents in your Home Information Pack must be listed in the index, whether or not they are required or authorised.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that a required document is missing, which document it is and the reason why.
- Where the document exists and can be obtained, the index should indicate the steps being taken to obtain it and the date by which you expect to obtain the document, updating this date if it changes. It should also indicate the reason for a delay or any likely delay.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations tell you what documents are required to go in the Home Information Pack, and which documents are authorised to be included. Documents that are neither required or authorised should not be included in the Pack and advertising material should not be included. Guidance on the Regulations is available at [www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk)

## PART 1 – General – Required Documents

Please look at each document listed in column 1 and then complete the relevant entry in either column 2 or column 3

Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> <li>Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>reason why not included;</li> <li>steps being taken to obtain it;</li> <li>date when it is expected to be obtained;</li> <li>any reason for further delay and further date by which the document is expected.</li> </ul>
1. Index	<input checked="" type="checkbox"/> 02-06-2008	
2a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/> 27-05-2008	
2b. Predicted Energy Assessment	<input type="checkbox"/>	
3. Sale statement	<input checked="" type="checkbox"/> 02-06-2008	
<b>Title information</b>		
4. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/> 14-05-2008	
5. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/> 14-05-2008	
6. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
7. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	
8. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	
<b>Search reports</b>		
9. Local land charges	<input checked="" type="checkbox"/> 27-05-2008	
10. Local enquiries	<input checked="" type="checkbox"/> 27-05-2008	
11. Drainage and water enquiries	<input checked="" type="checkbox"/> 20-05-2008	

## Part 2 – Commonhold properties – Required Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> <li>Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>reason why not included;</li> <li>steps being taken to obtain it;</li> <li>date when it is expected to be obtained;</li> <li>any reason for further delay and further date by which the document is expected.</li> </ul>
1. Land Registry individual register and title plan for common parts	<input type="checkbox"/>	
2. Land Registry copy of commonhold community statement	<input type="checkbox"/>	
3. Management rules and regulations outside the commonhold community statement	<input type="checkbox"/>	
4. Requests for payment towards commonhold assessment for the past 12 months	<input type="checkbox"/>	
5. Requests for payment towards reserve fund for the past 12 months	<input type="checkbox"/>	
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	<input type="checkbox"/>	
7. Name and address of managing agents and/or other manager (current and any proposed)	<input type="checkbox"/>	
8. Amendments proposed to the commonhold community statement, and other rules	<input type="checkbox"/>	
9. Summary of works affecting the commonhold (current and any proposed)	<input type="checkbox"/>	
10. Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months	<input type="checkbox"/>	

### Part 3 – Leasehold properties – Required Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> <li>Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>reason why not included;</li> <li>steps being taken to obtain it;</li> <li>date when it is expected to be obtained;</li> <li>any reason for further delay and further date by which the document is expected.</li> </ul>
1. The lease, being either: <ul style="list-style-type: none"> <li>an “official” copy</li> <li>the original lease or a true copy of it; or</li> <li>an edited information document</li> </ul>	<input type="checkbox"/>	
2. Management rules and regulations outside the lease	<input type="checkbox"/>	
3. Summaries or statements of service charges for past 36 months	<input type="checkbox"/>	
4. Requests for payment towards service charges for the past 12 months	<input type="checkbox"/>	
5. Request for payment towards ground rent for the past 12 months	<input type="checkbox"/>	
6. Requests for payment for building or personal insurance for the past 12 months (if separate to service charges or ground rent)	<input type="checkbox"/>	
7. Name and address of landlord (current and any proposed)	<input type="checkbox"/>	
8. Name and address of managing agents or other manager (current and any proposed)	<input type="checkbox"/>	
9. Amendments proposed to: <ul style="list-style-type: none"> <li>the lease; and/or</li> <li>rules and regulations</li> </ul>	<input type="checkbox"/>	
10. Summary of works or long term agreement affecting the property (current and any proposed)	<input type="checkbox"/>	
11. Proposed lease (new properties)	<input type="checkbox"/>	
12. Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)	<input type="checkbox"/>	

## PART 4 – Authorised Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information
Please list any authorised documents that have been included relevant to this property below:	
1. Home Use Form (blank)	<input type="checkbox"/>
2. Home Contents Form (blank)	<input type="checkbox"/>
3.	<input type="checkbox"/>
4.	<input type="checkbox"/>
5.	<input type="checkbox"/>
6.	<input type="checkbox"/>
7.	<input type="checkbox"/>
8.	<input type="checkbox"/>
9.	<input type="checkbox"/>
10.	<input type="checkbox"/>
11.	<input type="checkbox"/>
12.	<input type="checkbox"/>
13.	<input type="checkbox"/>
14.	<input type="checkbox"/>
15.	<input type="checkbox"/>
16.	<input type="checkbox"/>
17.	<input type="checkbox"/>
18.	<input type="checkbox"/>
19.	<input type="checkbox"/>



# ENERGY PERFORMANCE CERTIFICATE

The Energy Performance Certificate (EPC) provides a performance rating in terms of the property's energy efficiency and environmental impact. The document also includes measures which could be adopted to improve the energy efficiency of the property.

151, Middleton Hall Road  
BIRMINGHAM  
B30 1AS

Dwelling type: Detached house  
Date of assessment: 22 May 2008  
Date of certificate: 24 May 2008  
Reference number: 2128-3027-6215-4578-8060  
Total floor area: 367 m<sup>2</sup>

This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.

## Energy Efficiency Rating

	Current	Potential
<i>Very energy efficient - lower running costs</i>		
(92 to 100) <b>A</b>		
(81 to 91) <b>B</b>		
(69 to 80) <b>C</b>		
(55 to 68) <b>D</b>		
(39 to 54) <b>E</b>		<b>57</b>
(21 to 38) <b>F</b>	<b>36</b>	
(1 to 20) <b>G</b>		
<i>Not energy efficient - higher running costs</i>		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating, the more energy efficient the home is and the lower the fuel bills will be.

## Environmental Impact (CO<sub>2</sub>) Rating

	Current	Potential
<i>Very environmentally friendly - lower CO<sub>2</sub> emissions</i>		
(92 to 100) <b>A</b>		
(81 to 91) <b>B</b>		
(69 to 80) <b>C</b>		
(55 to 68) <b>D</b>		
(39 to 54) <b>E</b>		<b>50</b>
(21 to 38) <b>F</b>	<b>31</b>	
(1 to 20) <b>G</b>		
<i>Not environmentally friendly - higher CO<sub>2</sub> emissions</i>		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating, the less impact it has on the environment.

## Estimated energy use, carbon dioxide (CO<sub>2</sub>) emissions and fuel costs of this home

	Current	Potential
Energy use	403 kWh/m <sup>2</sup> per year	255 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	25 tonnes per year	16 tonnes per year
Lighting	£282 per year	£168 per year
Heating	£2742 per year	£1764 per year
Hot water	£245 per year	£163 per year

Based on standardised assumptions about occupancy, heating patterns and geographical location, the above table provides an indication of how much it will cost to provide lighting, heating and hot water to this home. The fuel costs only take into account the cost of fuel and not any associated service, maintenance or safety inspection. This certificate has been provided for comparative purposes only and enables one home to be compared with another. Always check the date the certificate was issued, because fuel prices can increase over time and energy saving recommendations will evolve.

To see how this home can achieve its potential rating please see the recommended measures.



Remember to look for the energy saving recommended logo when buying energy efficient products. It's a quick and easy way to identify the most energy efficient products on the market.

For advice on how to take action and to find out about offers available to help make your home more energy efficient call **0800 512 012** or visit **www.energysavingtrust.org.uk/myhome**

## About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by the NHER Accreditation Scheme, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number:	NHER001218
Assessor's name:	Mr Ian Smith
Company name/trading name:	Ian Smith
Address:	5, Halebrose Mansion, 125 Lichfield Road, Sutton Coldfield, west Midlands, B74 2RX
Phone number:	07830329517
Fax number:	
E-mail address:	ianraysmith@aol.com

## If you have a complaint or wish to confirm that the certificate is genuine

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at [www.nher.co.uk](http://www.nher.co.uk) together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

## About the building's performance ratings

The ratings on the certificate provide a measure of the building's overall energy efficiency and its environmental impact, calculated in accordance with a national methodology that takes into account factors such as insulation, heating and hot water systems, ventilation and fuels used. The average energy efficiency rating for a dwelling in England and Wales is band E (rating 46).

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your building. Different methods of calculation are used for homes and for other buildings. Details can be found at [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd)

Buildings that are more energy efficient use less energy, save money and help protect the environment. A building with a rating of 100 would cost almost nothing to heat and light and would cause almost no carbon emissions. The potential ratings in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

## About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The way we use energy in buildings causes emissions of carbon. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions and other buildings produce a further one-sixth.

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple every day measures that will save money, improve comfort and reduce the impact on the environment, such as:

- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure that you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

### Visit the Government's website at [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd) to:

- Find out how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged
- Learn more about energy efficiency and reducing energy consumption.

## Recommended measures to improve this home's energy performance

151, Middleton Hall Road  
BIRMINGHAM  
B30 1AS

Date of certificate: 24 May 2008  
Reference number: 2128-3027-6215-4578-8060

### Summary of this home's energy performance related features

The following is an assessment of the key individual elements that have an impact on this home's performance rating. Each element is assessed against the following scale: Very poor / Poor / Average / Good / Very good.

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, no insulation (assumed) Timber frame, as built, no insulation (assumed)	Poor Very poor	Poor Very poor
Roofs	Roof room(s), no insulation (assumed) Pitched, 150mm loft insulation	Very poor Good	Very poor Good
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and radiators, mains gas	Average	Good
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system	Average	Good
Lighting	Low energy lighting in 32% of fixed outlets	Average	Average
<b>Current energy efficiency rating</b>		<b>F 36</b>	
<b>Current environmental impact (CO<sub>2</sub>) rating</b>		<b>F 31</b>	

## Recommendations

The measures below are cost effective. The performance ratings after improvement listed below are cumulative, that is they assume the improvements have been installed in the order that they appear in the table.

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvements	
		Energy efficiency	Environmental impact
1 Cavity wall insulation	£303	E 40	F 35
2 Low energy lighting for all fixed outlets	£82	E 42	F 36
Sub-total	£385		
<b>Higher cost measures</b>			
3 Upgrade heating controls	£184	E 45	E 39
4 Replace boiler with Band A condensing boiler	£603	D 57	E 50
Total	£1172		
<b>Potential energy efficiency rating</b>		<b>D 57</b>	
<b>Potential environmental impact (CO<sub>2</sub>) rating</b>		<b>E 50</b>	

## Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home.

Higher cost measures			
5 Solar photovoltaics panels, 25% of roof area	£160	D 60	E 53
<b>Enhanced energy efficiency rating</b>		<b>D 60</b>	
<b>Enhanced environmental impact (CO<sub>2</sub>) rating</b>		<b>E 53</b>	

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO<sub>2</sub>) emissions.

## About the cost effective measures to improve this home's performance ratings

### Lower cost measures (typically up to £500 each)

These measures are relatively inexpensive to install and are worth tackling first. Some of them may be installed as DIY projects. DIY is not always straightforward and sometimes there are health and safety risks, so take advice before carrying out DIY improvements.

#### 1 Cavity wall insulation

Cavity wall insulation, to fill the gap between the inner and outer layers of external walls with an insulating material, reduces heat loss. The insulation material is pumped into the gap through small holes that are drilled into the outer walls, and the holes are made good afterwards. As specialist machinery is used to fill the cavity, a professional installation company should carry out this work, and they should carry out a thorough survey before commencing work to be sure that this type of insulation is right for this home. They should also provide a guarantee for the work and handle any building control issues. Further information can be obtained from National Cavity Insulation Association (<http://dubois.vital.co.uk/database/ceed/cavity.html>)

#### 2 Low energy lighting

Replacement of traditional light bulbs with energy saving recommended ones will reduce lighting costs over the lifetime of the bulb, and they last up to 12 times longer than ordinary light bulbs. Also consider selecting low energy light fittings when redecorating; contact the Lighting Association for your nearest stockist of Domestic Energy Efficient Lighting Scheme fittings.

### Higher cost measures (typically over £500 each)

#### 3 Heating controls (room thermostat)

The heating system should have a room thermostat to enable the boiler to switch off when no heat is required. A competent heating engineer should be asked to do this work. Insist that the thermostat switches off the boiler as well as the pump and that the thermostatic radiator valve is removed from any radiator in the same room as the thermostat.

#### 4 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

## About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home.

#### 5 Solar photovoltaics (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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<sup>1</sup> For information on competent persons schemes enter "existing competent person schemes" into an internet search engine or contact your local Energy Saving Trust advice centre on 0800 512 012.



# SALES STATEMENT

This document contains details of the property for sale.

## Sale statement for

Insert address of property to be sold below and include postcode.

151 Middleton Hall Road  
KINGS NORTON  
Birmingham  
West Midlands  
B30 1AS

About this form:

- Under the Home Information Pack Regulations, you must provide the following information in your Home Information Pack and may use this form to do so.
- Someone can complete this form on behalf of a seller.
- If the property has not yet been completed or converted, please answer the questions as if the property is finished.
- Please answer all questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.
- The Regulations also tell you what other documents must and may be in the Home Information Pack. Guidance on the Regulations is available at [www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk)

### **Seller's check of this form**

- Someone can complete this form on behalf of a seller, but given that a buyer and mortgage lender might rely on the information in this form, it is important that the seller checks the answers to ensure that they are as truthful and as accurate as possible.

Please check the boxes below to confirm that:

- This form has been completed by the seller(s) or with their authority; and
- to the best of the seller's knowledge, the answers are true and accurate.





## EVIDENCE OF TITLE

This contains official copies of the documents that comprise the legal title to the property giving evidence of ownership and of the rights and obligations which affect the property.

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.





## Official copy of register of title

Title number WK59051

Edition date 25.04.2008

- This official copy shows the entries on the register of title on 14 May 2008 at 16:43:58.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 14 May 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Coventry Office.

## A: Property Register

This register describes the land and estate comprised in the title.

WEST MIDLANDS : BIRMINGHAM

- 1 (16.05.1967) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 151 Middleton Hall Road, Northfield, Birmingham (B30 1AS).

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (10.03.1999) PROPRIETOR: MICHAEL WALLACE JONES of 151 Middleton Hall Road, Northfield, Birmingham B30 1AS.
- 2 (10.03.1999) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Deed of Covenant dated 17 February 1873 made between (1) The Several Persons whose names and seals were thereunto subscribed and set and (2) Emma Greenway and Edmund Robinson contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 A Conveyance dated 8 October 1896 made between (1) George Edward Belliss and (2) George David Welding contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## C: Charges Register continued

- 3 (10.11.2003) REGISTERED CHARGE dated 6 November 2003.
- 4 (10.01.2008) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.
- 5 (25.04.2008) Notice of home rights under the Family Law Act 1996 in favour of Michaela Ann Jones care of Carvers Solicitors of 896/898 Bristol Road South, Birmingham B31 2NS and of DX26786, Northfield the spouse or civil partner of Michael Wallace Jones.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Deed dated 17 February 1873 referred to in the Charges Register:-

Each of them the said several persons parties thereto for himself and herself his and her heirs executors and administrators and so far only as regarded the observance and performance by him or her thereof or any persons claiming under him or her of the covenants thereafter contained so far as the same related to all the several pieces or parcels of land and hereditaments thereafter particularly mentioned or referred to but not further or otherwise.

Did thereby covenant and agree with each and every of the said persons parties thereto their heirs executors administrators and assigns being an owner or occupier for the time being of any part of any of the said pieces of land and hereditaments in manner following (that is to say)

1. Every house which should be erected or set up on any part of the said pieces or parcels of land shown on the said Map or plan and Numbered 1, 2, 3, 4, 5, 10, 11, 12, 13 and 14 should not be of less value than £400 and in calculating the value of any house the same should be taken to be of the net cost in labour and materials alone estimated at current prices.

2. None of the said pieces or parcels of land Numbered 1 to 5 inclusive and Numbered 10, 11 and 12 on the said plan or any part thereof respectively or any messuages or buildings erected or to be erected thereon should be used or converted into or as a Tea Garden Public Strawberry Garden or as a hotel or tavern public house or beer house or any place of public resort or amusement nor should any workshop or other kind of shop or any place or building for carrying on any trade or manufacture be erected or set up on the same pieces of land or any of them or any part thereof respectively but every messuage or other building thereon should be used as and for a private residence only nor should any back or small dwellinghouse or dwellinghouses of the description of a labourers or poor persons house be erected or set up on the same pieces of land or any of them respectively And no Manufactory or Workshop of any kind should be erected or set up on the said pieces of land Numbered 13 and 14 on the said plan nor should any erections or buildings which might be deemed a nuisance be erected or set up on any of the pieces of land marked on the said plan or any part thereof respectively.

3. No brick yard or stone quarry should be open on the said pieces of land and hereditaments shown on the said Map or plan nor any of them nor should any temporary buildings be erected on any part thereof except sheds or workshops to be used only for the works incidental to the erection of the buildings to be erected thereon.

PROVISO that the obligations of the aforesaid covenants should go with and accompany the title and enjoyment of the said pieces or parcels of land and attach to the Owners and Occupiers thereof for the time being and that the parties then executing those presents or any persons who might become bound by the said Covenants should be answerable or accountable in respect thereof during such period only as they might respectively be owners or occupiers of the pieces or parcels of land in respect to which the said Covenants were then made and no longer.

NOTE: The land in this title falls within that Nod. 1 referred to.

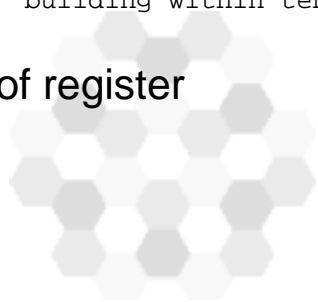
- 2 The following are details of the covenants contained in the Conveyance dated 8 October 1896 referred to in the Charges Register:-

Title number WK59051

## Schedule of restrictive covenants continued

"George David Welding hereby covenants with the said George Edward Belliss his heirs and assigns that he the said George David Welding his heirs and assigns will not erect upon the said pieces of land hereby conveyed any building within ten yards of Middleton Hall Road aforesaid"

End of register



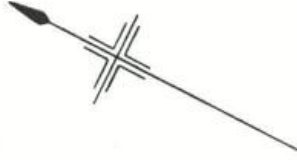
There is no application or official search pending against this title.

# H. M. LAND REGISTRY

NATIONAL GRID PLAN  
WARWICKSHIRE

SP0379

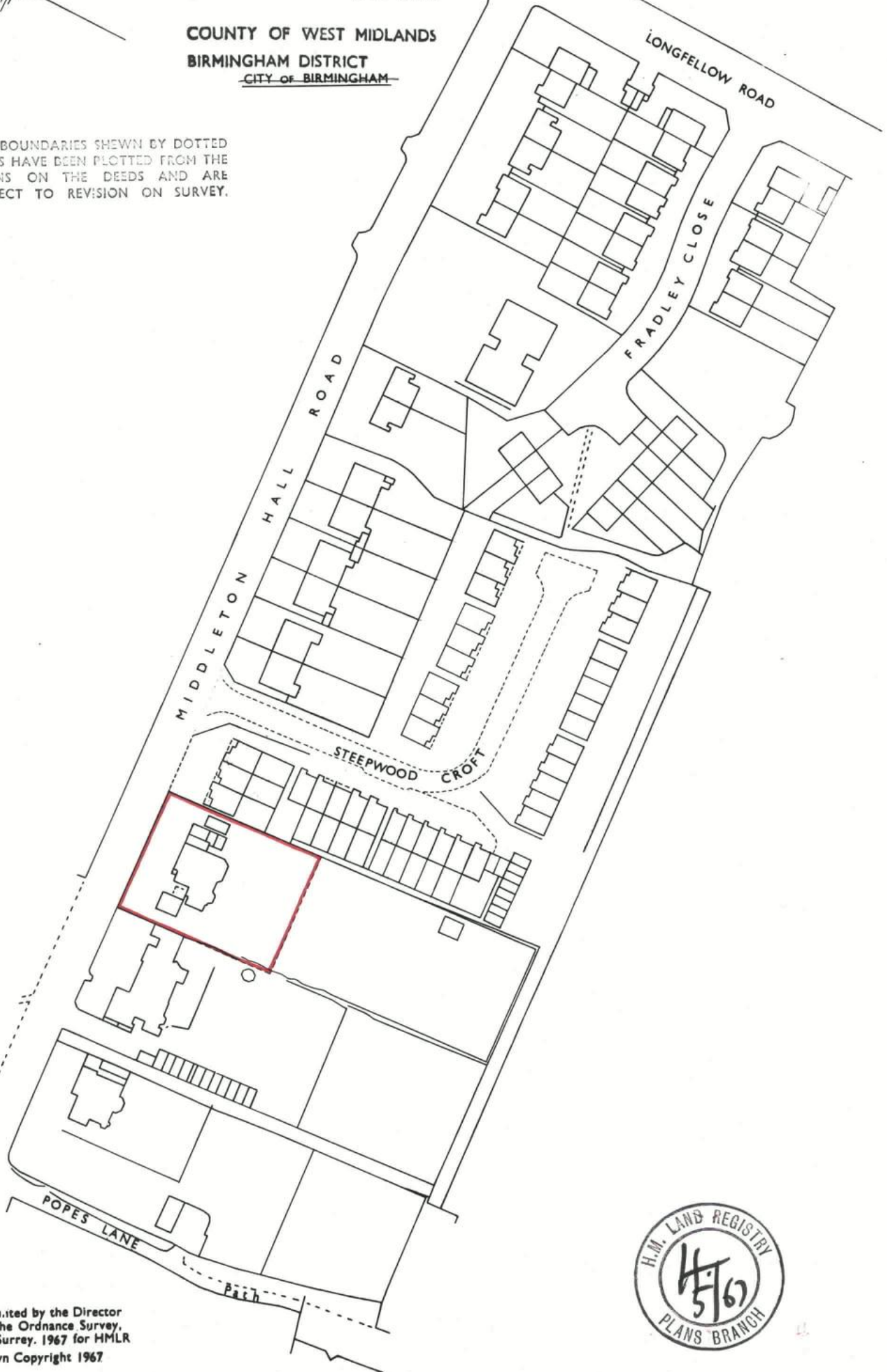
SECTION H



Scale 1/1250

COUNTY OF WEST MIDLANDS  
BIRMINGHAM DISTRICT  
CITY OF BIRMINGHAM

THE BOUNDARIES SHOWN BY DOTTED LINES HAVE BEEN PLOTTED FROM THE PLANS ON THE DEEDS AND ARE SUBJECT TO REVISION ON SURVEY.



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Filed Plan of Title No. **WK 59051**

This is a print of the view of the title plan obtained from Land Registry showing the state of the title plan on 14 May 2008 at 16:43:08. This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

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# SEARCHES



Residential

# Enquiries of The Local Authority (2007 Edition)

Promise Homepacks Limited

Promise House  
Stafford Road  
Wolverhampton  
West Midlands  
WV10 6AD

Fax / E-mail:

Client Ref: 10007370

This report has been prepared for:  
Promise Homepacks Limited

Property:

151 Middleton Hall Road, Birmingham, West Midlands, B30  
1AS

Local Authority Name and Address:

Birmingham City Council  
PO Box 28, Alpha Tower, Suffolk Street, Queensway, Birmingham, B1 1TU

Search Reference	Date of Search
893900	23/05/2008



This report has been prepared by STL Group plc following instruction from the above named client on the land/property as described. The report has been prepared following a search of property-related information held by the relevant Local Authority. Copies of records identified in this report can be obtained direct from the Local Authority.

This search is subject to STL's standard terms and conditions, which can be viewed at [www.stlgroup.co.uk](http://www.stlgroup.co.uk) or sent on request. The search complies with the requirements of the Search Code, further details of which can be found at [www.pccb.org.uk](http://www.pccb.org.uk).

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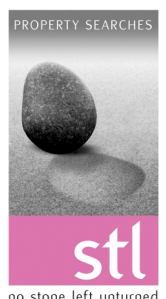
Complete searches on property online ontime [www.stlgroup.co.uk](http://www.stlgroup.co.uk)



STL Group plc

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# LOCAL LAND CHARGES REGISTER

## SUMMARY OF ENTRIES

Part One	General Financial Charge	None
Part Two	Specific Financial Charge	None
Part Three	Planning Charge	Yes
Part Four	Miscellaneous Charges	Yes
Part Five	Fenland Ways Maintenance Charge	None
Part Six	Land Compensation Entries	None
Part Seven	New Towns Charges	None
Part Eight	Civil Aviation Charges	None
Part Nine	Open Cast Coal Charges	None
Part Ten	Listed Building Entries	None
Part Eleven	Light Obstruction Notices	None
Part Twelve	Land Drainage Schemes	None

**DETAILS OF ENTRIES IN THE LOCAL LAND CHARGES,  
PLANNING & BUILDING REGULATIONS REGISTERS**

Property: 151 Middleton Hall Road, Birmingham, West Midlands, B30 1AS.

**LOCAL LAND CHARGES**

Part	Reference	Description	Date of Registration
3	99785	Tree Preservation Order please see page A attached	11.11.99
4		City of Birmingham Smoke Control Order No.1 1987 dated 21.09.87 Operative 01.07.88	01.01.85

**PLANNING**

Reference	Description	Decision <sup>1</sup>	Date of Decision
S/05420/99/FUL	Erection of roof over existing single storey side extension and construction of window openings	CP	09.05.99
S/05095/98/FUL	Change of use from Children's Home to dwelling house	CP	14.01.99

**BUILDING REGULATIONS**

Reference	Description	Decision <sup>1</sup>	Date of Decision	Date of Completion Certificate (if issued)
	There are no entries relating to this property			

The attached insurance policy protects the seller, buyer, potential buyer or lender of the property against any financial loss where information is not made available by the local authority at the time of the search.

---

1

CP Conditional Permission  
R Refusal  
LBC Listed Building Consent

P Permission  
PD Permitted Development  
CAC Conservation Area Consent



### Drainage Agreement and Consents

3-3	Do either of the following exist in relation to the property :-	3-3		
	(a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or		(a)	None
	(b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?		(b)	None

*Note: The sewerage undertaker for the area should also be asked about 3(b) and drainage generally.*

### Nearby Road Schemes

3-4	Is the property (or will it be) within 200 metres of any of the following :-	3-4		
	(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;		(a)	None shown on Development Plan
	(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;		(b)	None shown on Development Plan
	(c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;		(c)	None shown on Development Plan
	(d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;		(d)	None shown on Development Plan
	(e) the centre line of the proposed route of a new road under proposals published for public consultation; or		(e)	None shown on Development Plan
	(f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?		(f)	None shown on Development Plan

### Nearby Railway Schemes

3-5	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	3-5		None shown on Development Plan
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## Traffic Schemes

3.6	Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property :-	3.6	
	(a) permanent stopping up or diversion;	(a)	None shown on Development Plan
	(b) waiting or loading restrictions;	(b)	None shown on Development Plan
	(c) one-way driving;	(c)	None shown on Development Plan
	(d) prohibition of driving;	(d)	None shown on Development Plan
	(e) pedestrianisation;	(e)	None shown on Development Plan
	(f) vehicle width or weight restriction;	(f)	None shown on Development Plan
	(g) traffic calming works including road humps;	(g)	None shown on Development Plan
	(h) residents' parking controls;	(h)	None shown on Development Plan
	(i) minor road widening or improvement;	(i)	None shown on Development Plan
	(j) pedestrian crossings;	(j)	None shown on Development Plan
	(k) cycle tracks; or	(k)	None shown on Development Plan
	(l) bridge building?	(l)	None shown on Development Plan

*Informative: In some circumstances road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Council.*

## Outstanding Notices

3.7	Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule :-	3.7	
	(a) building works;	(a)	None
	(b) environment;	(b)	None
	(c) health and safety;	(c)	None
	(d) housing;	(d)	None
	(e) highways; or	(e)	None
	(f) public health?	(f)	None

## Contravention of Building Regulations

3.8	Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	3.8	Please see Building Regulations Register
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## Notices, Orders, Directions and Proceedings under Planning Acts

3.9	Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following :-	3.9	
	(a) an enforcement notice;	(a)	None shown on the registers
	(b) a stop notice;	(b)	None shown on the registers
	(c) a listed building enforcement notice;	(c)	None shown on the registers
	(d) a breach of condition notice;	(d)	None shown on the registers
	(e) a planning contravention notice;	(e)	None shown on the registers
	(f) another notice relating to breach of planning control;	(f)	None shown on the registers
	(g) a listed building repairs notice;	(g)	None shown on the registers
	(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	(h)	None shown on the registers
	(i) a building preservation notice;	(i)	None shown on the registers
	(j) a direction restricting permitted development;	(j)	None shown on the registers
	(k) an order revoking or modifying planning permission;	(k)	None shown on the registers
	(l) an order requiring discontinuance of use or alteration or removal of building or works;	(l)	None shown on the registers
	(m) a tree preservation order; or	(m)	Please see Local Land Charges entry
	(n) proceedings to enforce a planning agreement or planning contribution?	(n)	None shown on the registers

**Conservation Area**

3.10	Do the following apply in relation to the property :-	3.10		
	(a) the making of the area a Conservation Area before 31 August 1974; or		(a)	No
	(b) an unimplemented resolution to designate the area a Conservation Area?		(b)	No

**Compulsory Purchase**

3.11	Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	3.11		No
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**Contaminated Land**

3.12	Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property) :-	3.12		
	(a) a contaminated land notice;		(a)	)
	(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990 :-		(b)	)
	(i) a decision to make an entry; or		(i)	)
	(ii) an entry; or		(ii)	)
	(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?		(c)	)
				None

*Informative: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.*

**Radon Gas**

3.13	Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?	3.13	The neighbourhood of postcode B30 1AS is not within a Radon Affected Area
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*Informative: This does not necessarily indicate the presence of Radon Gas in any particular property in this Postcode. Radon is a natural radio active gas which has no taste, smell or colour and usually occurs at levels which pose negligible risk. For more information please visit [www.hpa.org.uk/radiation](http://www.hpa.org.uk/radiation)*

Data source: HPA

Birmingham City Council  
Property: 151 MIDDLETON HALL ROAD B30 1AS  
Official Number: 20080516/3189

**REGISTER OF LOCAL LAND CHARGES**

**PART 3 Planning Charges**

**Schedule to Official Certificate of Search**

**Description of Charge**

The Birmingham (151 & 153 Middleton Hall Road, Kings Norton) Tree Preservation Order, 1999, made on the 20<sup>th</sup> October, 1999 under Section 201 of the Town and Country Planning Act, 1990 and subject to the provisions of the Forestry Act 1967.

Confirmed without modification 18.01.2000

(99785)

**In respect of: 151 & 153 Middleton Hall Road, Kings Norton.**

<b>Originating Authority</b>	<b>BIRMINGHAM CITY COUNCIL</b>
<b>Place where relevant Documents may be inspected</b>	<b>LOCAL LAND CHARGES REGISTRY</b>
<b>Date of Registration</b>	11.11.1999
<b>Registering Authority</b>	<b>BIRMINGHAM CITY COUNCIL</b>

# Personal Local Authority Searches Frequently Asked Questions

## LAND CHARGES

### What is a Local Land Charge?

These are designed to ensure that purchasers of property/land are aware of any restrictions or obligations on the property/land.

### What is the purpose of a Conservation Area?

A Conservation Area preserves and enhances the quality of the environment.

### What restrictions are imposed within a Conservation Area?

1. All trees within a Conservation Area cannot be felled without prior Local Authority consent
2. A satellite dish should not be erected to the front of a property without prior consent
3. No buildings can be demolished without prior consent

### What is a Listed Building?

A building of special architectural or historic interest included in a 'List' compiled by the Secretary of State for the Environment. Listing is designed to protect the country's heritage of buildings by ensuring that alterations respect their character and that their demolition is allowed only after careful consideration.

### What is a Tree Preservation Order?

It is an Order made by the local planning authority which in general makes it an offence to cut down, top, lop, uproot, wilfully damage or wilfully destroy a tree without the planning authority's permission.

### What is a Smoke Control Order?

An order which makes the emission of smoke from any building (residential or industrial) an offence within a specified area. This includes log fires but not barbecues and bonfires, however whilst you are entitled to have a bonfire, your neighbours are also entitled to complain about it. Council policy is to discourage bonfires and encourage composting.

### What is an Enforcement Notice?

An enforcement notice is one way by which a council may control unauthorised development. If a person carries out development either by building or by changing the use of an existing building, without first obtaining planning permission, the council may serve an enforcement notice on that person. This requires the person who has carried out the work to restore the land or buildings to the original condition, or to cease the unauthorised change of use.

## PLANNING

### When do I need planning permission?

You do not always need planning permission. It is not required, generally speaking, for changes to the inside of buildings, or for small alterations to the outside such as erecting fences below a certain height or installing alarm boxes.

The following are common examples of when you will need to apply for planning permission:

- You want to make additions or extensions to a house, flat or maisonette
- You want to divide off part of your house for use as a separate home (for example, a self-contained flat or bed-sit)
- You want to divide off part of your home for business or commercial use (for example, a workshop) or you want to build a parking place for a commercial vehicle at your home.

## BUILDING REGULATIONS

### **What are the Building Regulations?**

The Building Regulations apply to building work in England & Wales and set standards for the design and construction of buildings to ensure the safety and health for people in or about those buildings. They also include requirements to ensure that fuel and power is conserved and facilities are provided for people, including those with disabilities, to access and move around inside buildings.

### **Is Building Regulations approval the same as planning permission?**

No. Building Regulations approval is a separate matter from obtaining planning permission for the proposed work. Similarly, receiving any planning permission which the work may require is not the same as taking action to ensure that it complies with the Building Regulations.

The responsibility for checking the Building Regulations have been met usually falls to a Local Authority Building Inspector.

### **Replacement doors and windows - What is FENSA?**

FENSA stands for the Fenestration Self-Assessment Scheme. All replacement glazing in homes comes within the scope of the Building Regulations. Anyone who installs replacement windows or doors has to comply with current thermal performance standards.

When having windows and doors replaced homeowners must ensure that they get a certificate of compliance. This may be obtained from FENSA or from Local Authority Building Control.

## DEVELOPMENT PLANS

### **What is a Development Plan/Local Plan?**

Development plans set out the local planning authority's policies and proposals for the development and use of land in their area. The development plan guides and informs on day-to-day decisions as to whether or not planning permission would be granted. Although plans do not have to be rigidly adhered to, they provide a firm basis for rational and consistent planning decisions.

## OTHER 'ENQUIRIES OF THE LOCAL AUTHORITY'

### **What does "adopted" mean?**

An adopted road is one which is maintained at public expense. A private road is one that the householders fronting it maintain at their own expense

### **What action is necessary if land is 'contaminated'?**

The Local Authority is obliged to identify contaminated land sites and issue 'remediation' or clean up notices to the home owner or developer of the land. Land is usually contaminated due to past industrial use. However, not all contaminated land has been identified by the Local Authority and it is therefore recommended by the Law Society to carry out a separate Environment or Contaminated Land Search.

### **What is Radon?**

Radon is a natural radio active gas which has no taste, smell or colour and usually occurs at levels which pose negligible risk. For more information please visit [www.hpa.org.uk/radiation](http://www.hpa.org.uk/radiation)

If you have any further questions regarding the content of the search please contact your conveyancer or Home Information Pack (HIP) provider. Further useful information may be found on the Local Authority website or at [www.stlgroup.co.uk](http://www.stlgroup.co.uk)

The Search Code provides protection for homebuyers, sellers, mortgage lenders and conveyancers who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which search organisations have to meet. Searches compiled by STL Group plc comply with the requirements of the Search Code as regulated by the Property Codes Compliance Board (PCCB).

## Main Commitments

The Search Code's main commitments require search organisations to:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property
- Deal promptly with queries raised on search reports
- Handle complaints speedily and fairly
- At all times maintain adequate and appropriate insurance cover to protect you
- Train staff to compile search reports with thoroughness and diligence
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

## Keeping to the Search Code

Compliance with the Search Code is monitored independently by the Property Codes Compliance Board. Complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives an extra level of protection as the service can award compensation if you suffer as a result of your search organisation failing to keep to the Code.

You can get more information about the Property Codes Compliance Board at [www.propertycodes.org.uk](http://www.propertycodes.org.uk). Alternatively, you can contact them by telephone 0207 917 1817 or by email [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk).

## Complaints Procedure

We have a formal written complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint about your search report please do so in writing to:

*STL Group plc  
Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE*

We will:

1. Acknowledge your complaint within 5 working days of receipt
2. Aim to deal with your complaint fully within 4 weeks of receipt
3. Keep you informed on progress or if we need more time to deal with the complaint
4. Speak with counselling organisations acting on your behalf, if you ask us to
5. Provide a final response in writing within 8 weeks

Please contact STL Group plc if you would like a copy of the full Search Code or alternatively you can download a copy from [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

<p><b>1. Definitions</b> In these Terms the following words shall have the following meanings:</p> <p>1.1 "Company" means a company registered at Companies House in respect of which STL has been instructed to provide a Service.</p> <p>1.2 "Information" means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.</p> <p>1.3 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.</p> <p>1.4 "Literature" means our brochures, price lists and advertisements in any type of media, including the content of the Website.</p> <p>1.5 "Order" means the request for Services by You.</p> <p>1.6 "Property" means an address or location for which STL provides a Service.</p> <p>1.7 "Service(s)" means the supply of services by Us to You including but not limited to property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf.</p> <p>1.8 "Supplier" means any organisation or third party who provides data or information of any form to STL for the purposes of providing the Services.</p> <p>1.9 "Terms" means these terms and conditions of business.</p> <p>1.10 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order with STL.</p> <p>1.11 "Website" means our website located at <a href="http://www.stlgroup.co.uk">www.stlgroup.co.uk</a></p> <p>1.12 "We", "Us", "Our" and "STL" are references to STL Group Plc whose registered office is at Edbrooke House, St Johns Road, Woking, Surrey GU21 7SE.</p> <p>1.13 "Report" means local report prepared by us in respect of the Property.</p> <p>1.14 "Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.</p> <p><b>2. Agreement</b></p> <p>2.1 The agreement between You and STL shall come into existence when STL accepts your completed Order.</p> <p>2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and STL to the exclusion of all other terms and conditions.</p> <p>2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.</p> <p>2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by STL. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.</p> <p><b>3. Services</b></p> <p>3.1 STL shall use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and STL does not warrant the accuracy or completeness of such information or data.</p> <p>3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.</p> <p>3.3 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any third party, without Our written consent.</p> <p>3.4 Copies of the Report may be made for inclusion in a Home Information Pack, to comply with the provisions in the Home Information Pack (No 2) Regulations 2007 and the Housing Act 2004.</p> <p><b>4. Price and Payment</b></p> <p>4.1 The price payable for the Services shall be in pounds sterling as set out in the Literature. The price for the Services shall be exclusive of any value added tax or other similar taxes or levies, which You shall be additionally liable to pay to STL.</p> <p>4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as contracted) without deduction, counterclaim or set off.</p> <p>4.3 STL reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.</p> <p>4.4 If you fail to pay Our invoice on or before the due date, STL may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.</p> <p><b>5. Cancellation of Services</b></p> <p>5.1 If You want to cancel an Order submitted to Us then You must notify Us in writing within 24 hours after the Order has been submitted. You will remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4.2.</p> <p>5.2 Save as provided in Term 5.1 You will have no right to cancel an Order and any payments You have made shall not be refundable.</p> <p><b>6. Termination</b></p> <p>6.1 STL may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:</p> <ul style="list-style-type: none"> <li>(i) You fail to make any payment due in accordance with Term 4;</li> <li>(ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or</li> <li>(iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.</li> </ul> <p>6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.</p> <p>6.3 STL reserves the right to refuse to supply any or all Services to You without notice or reason.</p> <p><b>7. Events Beyond Our Control</b></p> <p>7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). Provided that, if the event in question continues for a continuous period in excess of [60] days, you shall be entitled to give notice in writing to us to terminate the agreement.</p> <p><b>8. Warranties and Limitation of Liability</b></p> <p>8.1 We provide warranties and accept liability only to the extent stated in this Term 8.</p> <p>8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.</p>	<p>8.3 As the information contained in the Services is provided to STL by its Suppliers, STL cannot control its accuracy or completeness, nor is it within the scope of STL's Services to check the information provided by its Suppliers. Accordingly, STL will only be liable to You for any loss or damage caused by its negligence or willful default and STL shall not in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall STL have any liability if the Services are used otherwise than in accordance with these Terms.</p> <p>8.4 STL shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by STL.</p> <p>8.5 In any event, and notwithstanding anything contained in these Terms, STL's total liability in contract, tort or otherwise shall not exceed [£2m] in respect of any single claim, event, or series of related claims or events.</p> <p>8.6 STL shall not be liable for any defect, failure or omission relating to the Services that is not notified to STL within six months of the date of the issue becoming apparent and in any event within two years of the date of the Service.</p> <p>8.7 You acknowledge that:-</p> <ul style="list-style-type: none"> <li>(i) You will not in any way hold us responsible for any selection or retention of, or the acts of omissions of third party Suppliers or other suppliers (including those with whom We have contracted to operate various aspects or parts of the Service) in connection with the Services.</li> <li>(ii) STL's only obligation is to exercise reasonable care and skill in providing the Service.</li> <li>(iii) The Services do not include any information relating to the actual state of the Property or value or worth of the Company.</li> <li>(iv) STL cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore STL cannot warrant the performance of any linked internet service not operated by STL.</li> <li>(v) The Services have not been prepared to meet Your or anyone else's individual requirements and You assume the entire risk as to the suitability of the Services and waive any claim of detrimental reliance upon the same.</li> <li>(vi) You will on using the Services make a reasonable inspection of any results to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect within seven days of its discovery.</li> <li>(vii) Time shall not be of the essence with respect to the provision of Services.</li> <li>(viii) Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.</li> </ul> <p>8.8 STL shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.</p> <p>8.9 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law</p> <p>8.10 We have insurance in place to meet the requirements of paragraphs 4 and 7 of Schedule 6 of the Home Information Pack (No 2) Regulations 2007 to protect the Client against negligence by us and with regard to information to be included in the Report. Our insurers in respect of the Report are: <b>Professional Indemnity Insurance:</b> Royal &amp; Sun Alliance Insurance plc, 1 St Johns Centre, Albion Street, Leeds LS2 8LG <b>Personal Search Indemnity Insurance:</b> Legal &amp; Contingency Ltd, 19-21 Great Tower Street, London EC3 5AR</p> <p>8.11 In respect of personal local authority searches:</p> <ul style="list-style-type: none"> <li>(i) STL Group plc will be liable for any negligent or incorrect entry in the records searched. However as STL Group plc cannot guarantee the accuracy of these records as they are maintained by the local authority, it has put in place Personal Search Indemnity Insurance which protects the client against any financial loss suffered in such circumstances.</li> <li>(ii) STL Group plc will be liable for any negligent or incorrect interpretation of the records searched.</li> <li>(iii) STL Group plc will be liable for any negligent or incorrect recording of that interpretation in the search report.</li> </ul> <p>8.12 Unless otherwise indicated on the front page of the report, the person who conducted and prepared the search has not knowingly had any personal or business relationship with any individual involved in the sale of the property.</p> <p><b>9. Intellectual Property Rights</b></p> <p>9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either STL or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.</p> <p>9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.</p> <p>9.3 You agree that You and You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with STL change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.</p> <p>9.4 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.</p> <p><b>10. General</b></p> <p>10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.</p> <p>10.2 We may assign the agreement or any part of it to any person, firm or company.</p> <p>10.3 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.</p> <p>10.4 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.</p> <p>10.5 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.</p> <p>10.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.</p> <p>10.7 Unless otherwise stated in these Terms, all notices from You to STL or vice versa must be in writing and sent to STL's registered office address or the Your address as stipulated in the Order.</p> <p>10.8 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.</p>
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## Residential Personal Search Insurance Policy

This Policy attaches to and provides cover in respect of the attached Search. Subject to the terms, conditions and exclusions detailed in this Policy. This Policy is signed by Legal & Contingency Ltd on behalf of and with the authority of the Insurer.

Peter Brocklehurst, managing Director, Legal & Contingency Limited

### Schedule

**Policy Number** STL893900  
**Search Reference** 893900 **Date of Search (Inception Date)** 23/05/2008  
**Property (address)** 151 Middleton Hall Road, Birmingham, West Midlands, B30 1AS  
**Limit of Indemnity** The amount at the Inception Date at which the Property Interest is marketed or is to be marketed subject to a maximum of £2,000,000 unless agreed in writing by the Administrator on Our behalf prior to the Inception Date.  
**Premium** £5 which is inclusive of Insurance Premium Tax

**Cover**  
In consideration of the Premium, We will indemnify You during the **Indemnity Period** against **Loss** which You may sustain solely and directly as a result of any **Adverse Entry**.

#### Mortgage Lender's Non-Invalidation Protection Clause

Any act, omission or misrepresentation by any party shall not affect or invalidate any claim made by a mortgage lender under this Policy unless such party acted on such mortgage lender's behalf or with their knowledge or consent.

#### Definitions

Where a word is defined below it shall carry the same meaning wherever it appears in bold text in this Policy.

**You/Your** The person insured by this Policy. You may be:

- The seller of the **Property Interest**;
- A potential or actual buyer of the **Property Interest**;
- A mortgage lender in respect of the **Property Interest**;

**We/Us/Our** The Insurer, Hardy Conveyancing Insurances underwritten by Syndicate 382 at Lloyd's. Authorised and regulated by the Financial Services Authority.

**Administrator** Legal & Contingency Limited of 19-21 Great Tower Street, London, EC3R 5AR. Authorised and regulated by the Financial Services Authority.

**PCCB** Property Codes Compliance Board (Property Codes Compliance Ltd.)

**Search Organisation** STL Group PLC registered with and compliant with the Search Code as laid down from time to time by PCCB. Authorised and regulated by the Financial Services Authority.

**Adverse Entry** Any entry or matter:

1. which was in existence on the **Inception Date** and which was registered against the **Property** or any adjoining property and would have been disclosed by an **Official Search** or which should have been registered against the **Property** or any adjoining property on or before the **Inception Date** but which was not disclosed by the **Search**. (For the avoidance of doubt such entry or matter could be the subject of an **Unavailable Search Result**).
2. which was registered against the **Property** or any adjoining property and disclosed by the **Search** but which should not have been disclosed due to such entry not forming part of the registers of the **Relevant Authority** at the **Inception Date** or which should not have formed part of the registers of the **Relevant Authority** at the date of the **Search** due to the matter to which the entry relates either no longer subsisting or never having affected the **Property**.

**Comparable Report** Either a **Search** or any other report carried out by any provider in relation to the same enquiries raised in the **Search**.

**Inception Date** The date of the **Search** as stated in the Schedule.

**Indemnity Period** From the **Inception Date** until the date of a subsequently obtained **Comparable Report**.

**Insured Use** The continued use of the **Property** for residential purposes.

**Loss** Any financial loss that You suffer or sustain solely and directly due to Your reliance on the **Search** subject to the terms, conditions and exclusions details in this Policy

**Market Value** The market value of the **Property Interest** determined by a surveyor acting as sole arbitrator who shall be appointed by agreement between You and the **Insurer** or in the absence of agreement by the President or next most senior available officer of the Royal Institution of Chartered Surveyors who will have the power (with the right to take such further advice as may reasonably be required) to determine and appoint the appropriate person or to arrange such person's appointment.

**Unavailable Search Result** Where an answer to a specific enquiry raised in the **Search** is not provided in the **Search** due solely and directly to the circumstances set out in Schedule 7, Part 1, Paragraph 3 of the Home Information Pack Regulations 2007 (SI 2007 No. 992) (or any amending Regulations,) applying on the **Inception Date**.

**Official Search** A search carried out against the **Property** in forms LLC1 and Form Con 29 Part 1 or 2 Standard Enquiries of Local Authority (2002 Edition) (or any official form(s) that supersede or replace such form(s)) carried out by the **Relevant Authority**.

**Property** Any residential dwelling situated in England or Wales, the address of which is stated in the schedule

**Property Interest** The interest in the **Property** that is being sold and for the purposes of which the **Search** was obtained at the **Inception Date**.

**Relevant Authority** The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the **Search**.

**Search** The search carried out against the **Property** by the **Search Organisation** in substitution of an **Official Search** and to which this Policy is attached.

#### Exclusions

1. **We** are not responsible for any loss that **You** suffer:
  - (i) if at the **Inception Date** or subsequently the **Property** is used otherwise than in accordance with the Insured Use;
  - (ii) if the **Property** is not in England or Wales.
2. **We** are not responsible for any loss that **You** suffer in respect of any **Adverse Entry**:
  - (i) disclosed in the **Search**;
  - (ii) which **You** were aware of or had knowledge or information of any matter fact or circumstance (other than notice of knowledge imputed to **You** by statute) at the **Inception Date**;
  - (iii) which first arose after the **Inception Date**;
  - (iv) which would not have been revealed in relation to any question or enquiry contained in the **Search**;
  - (v) which **You** became aware of after **You** chose not to purchase the **Property** (if **You** chose not to purchase the **Property**).
3. **We** are not responsible for any costs that **You** incur after **You** become aware of an **Adverse Entry** unless **We** have agreed to them in writing before **You** incur them or unless **You** were contractually bound in respect of those costs before **You** became aware of the **Adverse Entry**.
4. **We** are not responsible for any loss that **You** suffer relating to clean-up costs, fines or financial penalties which arise directly or indirectly from any form of contamination or pollution of the **Property** or any part thereof howsoever arising.
5. **We** are not responsible for any loss that **You** suffer which arises from a consequential loss of whatever nature which shall be deemed to include any interest levied by a mortgage lender directly arising out of any penalty clause in any legal charge, form of security or mortgage deed in relation to the **Property**.

### Conditions

1. This Policy shall be governed by and construed in accordance with the laws of England and Wales.
2. **We** will not pay more than the **Limit of Indemnity** in total in relation to any reduction in **Market Value** of **Your** interest in the **Property** together with costs and expenses covered by this Policy. **You** cannot claim the benefit of more than one Policy in relation to the **Property**.
3. If **You** receive information about any claim or **Loss** or any circumstance for which **We** may be responsible under this Policy, **You** must contact the **Administrator** as soon as possible with full details, including a copy of the original **Search**, this Policy, and the document that reveals an **Adverse Entry**.
4. **You** must not make any offer, promise or payment or incur any costs or expenses unless **We** have agreed to this in writing.
5. **You** agree to do and permit to be done all things reasonably practicable to minimise **Loss** under this Policy as **We** may reasonably be require. **We** will be responsible for any expenses incurred in connection with this condition.
6. In the event of any claim or loss or any circumstance for which **We** may have a liability under this Policy **We** shall have full discretion in the conduct of any claim. **We** may at **Our** discretion and at any time:
  - (i) pursue or defend any action at Law or otherwise or make an application to a court of competent jurisdiction in **Your** name of and on **Your** behalf;
  - (ii) pay **You** an amount up to the **Limit of Indemnity** or any lesser amount for which a claim can be settled;
  - (iii) make a settlement out of court in **Your** name or on **Your** behalf;
  - (iv) pay or otherwise settle with **You** the amount of **Loss** provided for under this Policy.
7. **We** may at **Our** discretion and at **Our** own cost make settlement with parties other than **You** and may take any other action which **We** consider necessary to prevent or minimise **Our** loss whether or not **We** are liable under the terms of this Policy and by so doing **We** will not be taken to have conceded any liability or waived any of the terms or conditions contained herein.
8. If there is a claim under this Policy, **We** have the right to instruct a surveyor to assess the **Market Value** of the **Property**.
9. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator who is a registered member of and accredited by **PCCB** to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where referral to arbitration is made under this Condition, the making of an award shall be a condition precedent to any right of action against the Insurer.
10. **We** shall not be liable for any loss which is recoverable under a household buildings insurance policy or any other policy.
11. If **You** deliberately make a false claim, **We** will cancel **Your** interest in this Policy and will not make any payment for such claim
12. **We** shall have no further liability to **You** under this Policy:
  - (i) if **We** settle a claim with **You** under this Policy,
  - (ii) once the **Indemnity Period** comes to an end provided that the subsequently obtained **Comparable Report** does not contain an **Adverse Entry**, or
  - (iii) once the **Limit of Indemnity** has been exhausted.
13. You cannot transfer the benefits of this Policy to anyone else. However, if **You** die during the **Indemnity Period**, **We** agree that the benefits will pass to **Your** estate and beneficiaries.

### Making a Claim

Please write to us with details of any circumstances likely to give rise to a claim under this Policy care of Legal & Contingency limited, 19-21 Great Tower Street, London EC3R 5AR enclosing a copy of the Policy. Please be aware of Conditions of the Policy, particularly Conditions 4 and 5.

### Complaints Procedure

**We** aim to provide an excellent service. If **You** have any cause for complaint, **You** should, in the first instance, contact: Legal & Contingency limited, 19-21 Great Tower Street, London EC3R 5AR Tel: 020 7397 4363 Fax: 020 7397 4364. Please quote the Policy Number and Property address. If the matter is not resolved to **Your** satisfaction, please write to the Insurer at: Hardy Conveyancing Insurances 4th Floor, 40 Lime Street, London EC3M 7AW. If **You** are still not satisfied with the way a complaint has been dealt with **You** may ask the Complaints Department at Lloyd's to review **Your** case without prejudice to **Your** rights in law at: Complaints Department, Lloyd's, One Lime Street, London EC3M 7HA please quote **Your** Policy Number in all cases. **You** may also have a right to referral to the Financial Ombudsman Service who can be contacted on 0845 080 1800 or emailed at [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

### Financial Services Compensation Scheme (FSCS)

The Insurer is covered by the FSCS. If the Insurer is unable to meet its obligations under this Policy **You** may be entitled to compensation. **You** may contact the FSCS on 020 7892 7300 for further details.

### How we will use your data

Legal & Contingency Limited hold data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to prevent and detect fraud, **We** may share information **You** give us with other organisations and public bodies, who access and update various databases including those held by the Police. If **You** give us false or inaccurate information and **We** suspect fraud, **We** will record this and the information will be available to other organisations that have access to the database(s). **We** can supply details of the databases **We** access or contribute to, on request.

# Drainage & Water Search (CON29DW)



Residential

Promise Homepacks Limited

Promise House  
Stafford Road  
Wolverhampton  
West Midlands  
WV10 6AD

Fax / E-mail:

Client Ref: 10007370

This report has been prepared for:  
Promise Homepacks Limited

Property:

151 Middleton Hall Road, Birmingham, West Midlands, B30  
1AS

Name and Address of Data Source:

Severn Trent Water  
PO Box 6187, Nottingham NG5 ILE

Search Reference	Date of Search
893900	15/05/2008



This report has been prepared by STL Group plc following instruction from the above named client on the land/property as described. The report has been prepared following a search of property-related information held by the relevant data source.

This search is subject to STL's standard terms and conditions and the terms and conditions of the supplier (if applicable). Full details of terms and conditions can be viewed at [www.stlgroup.co.uk](http://www.stlgroup.co.uk) or sent on request. The search complies with the requirements of the Search Code, further details of which can be found at [www.pccb.org.uk](http://www.pccb.org.uk).

STL Group plc is authorised and regulated by the Financial Services Authority for non investment insurance business.

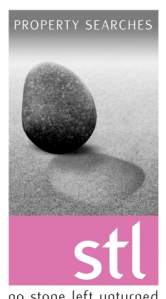
Complete searches on property online ontime [www.stlgroup.co.uk](http://www.stlgroup.co.uk)



STL Group plc

Edbrooke House  
St Johns Road  
Woking  
Surrey GU21 7SE

DX: 148060 Woking 12  
Tel: 01483 715355  
Fax: 01483 221854  
Email: [info@stlgroup.co.uk](mailto:info@stlgroup.co.uk)



Date Received: 15 May, 2008

Total Search  
DX 148060  
WOKING 12

STS Order Number: 10647847  
Customer Ref Number: STL893900

Severn Trent Searches has carried out enquiries into the property address below, in line with its published terms of sale upon request from the customer above.

**151 Middleton Hall Road**  
**Birmingham**  
**B30 1AS**

In response to the enquiry for drainage and water information, this search report was prepared following examination of Severn Trent Water Limited's Records, and other summary Records derived from the original. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

Question 1 Interpretation of Drainage and Water Enquiry.

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667 known as the Home Information Pack (No.2) Regulations 2007 (the "Regulations").

Question 2 Enquiries and Responses.

The Search Report on the above property was completed on 15 May, 2008 by Laura Ayton, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquires.

In the event of any queries about the preparation of this search report, enquiries should be directed to [enquiries@severntrentsearches.com](mailto:enquiries@severntrentsearches.com) or the Customer Service Manager, Severn Trent Searches at the address below.

Severn Trent Searches has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 2.

The address for all correspondence is:

Severn Trent Searches, PO Box 6187, Nottingham, NG5 1LE or Severn Trent Searches, DX 723860, Nottingham 43.

**Question 3**

**Answer 3**

**Where relevant, please include a copy of an extract from the public sewer map. Map Provided**

A copy of an extract from the public sewer map is included in which the location of the property is identified.

Pipes that are shown on the public sewer map as sewers, disposal mains or lateral drains are defined as those for which a Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. A Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only. Sewers or lateral drains indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any. Assets other than public sewers, disposal mains or lateral drains may be shown on the copy extract, for information.

**Question 4**

**Answer 4**

**Does foul water from the property drain to a public sewer?**

**Yes**

Records indicate that foul water from the property drains to a public sewer.

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

**Question 5**

**Answer 5**

**Does surface water from the property drain to a public sewer?**

**Yes**

Records indicate that surface water from the property does drain to a public sewer.

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from Severn Trent Water. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

**Question 6**

**Answer 6**

**Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?**

**No**

The property is part of an established development and is not subject to an adoption agreement.

Adoption of the sewers may be possible under Section 102 of the Water Industry Act 1991. Please consult with Severn Trent Water.

**Question 7**

**Answer 7**

**Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?**

**No**

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property.

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

**Question 8**

**Answer 8**

**Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?**

**Yes**

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

**Question 9**

**Answer 9**

**Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?**

**No**

There are no records in relation to any approval, or consultation about plans, to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the Sewerage Undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991 may have to be removed or altered.

**Question 10**

**Answer 10**

**Where relevant, please include a copy of an extract from the map of waterworks. Map Provided**

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The extract of the map of waterworks shows water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

**Question 11**

**Answer 11**

**Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?**

**No**

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

**Question 12**

**Answer 12**

**Who are the Sewerage and Water Undertakers for the area?**

The Sewerage Undertakers for the area are:

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk/>

The Water Undertakers for the area are:

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk/>

**Question 13**

**Answer 13**

**Is the property connected to mains water supply?**

**Yes**

Records indicate that the property is connected to mains water supply.

**Question 14**

**Answer 14**

**Are there any water mains, resource mains or discharge pipes within the boundaries of the property?**

**No**

The map of waterworks does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

**Question 15**

**Answer 15**

**What is the current basis for charging for sewerage and water services at the property?**

**Measured**

The charges are based on actual volumes of water measured through a water meter ("metered supply").

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Severn Trent

If your property was built after April 1989 you will be paying for water services on a measured basis. Householders that opted, at their present address, for a meter before 1 April 1996 can revert to paying by rateable value provided that the property still has a valid rateable value. Householders that opted, at their present address, for a meter after 1 April 2000 can revert to paying by rateable value at any time prior to the twelve month anniversary of the meter having been installed or 30 days after receipt of a second measured bill, provided that the property still has a valid rateable value. Properties that have a swimming pool or use an automatic garden watering device (i.e. a hosepipe not held in the hand) must be metered. Household measured bills are sent half yearly. All non-households are required to be metered.

**Question 16**

**Answer 16**

**Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?**

**No**

There will be no change in the current charging arrangements as a consequence of a change of occupation.

Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

**Question 17**

**Answer 17**

**Is a surface water drainage charge payable?**

**Yes**

Records confirm that a surface water drainage charge is payable for the property of £79.6000 for the current financial year.

Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Water Company to end surface water charges.

**Question 18**

**Answer 18**

**Please include details of the location of any water meter serving the property.**

**See Details**

Records indicate that the property is served by a water meter, which is located within the dwelling-house which is or forms part of the property, and in particular is located; "(TP/FL 99109790) UTILITY ROOM \*\*MD03".

(Note: the meter location has been downloaded from the meter reader records and is provided as general guidance.)

**Question 19**

**Answer 19**

**Who bills the property for sewerage services?**

**See Details**

The property is billed for sewerage services by:

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk/>

**Question 20**

**Answer 20**

**Who bills the property for water services?**

**See Details**

The property is billed for water services by:

Severn Trent Water  
Sherbourne House  
St Martins Road  
Coventry  
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only  
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk/>

**Question 21****Answer 21**

**Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?**

**No**

The property is not recorded as being at risk of internal flooding due to overloaded public sewers.

A sewer is 'overloaded' when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded. 'Internal flooding' from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. 'At Risk' properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the 'At Risk' register. Properties may be at risk of flooding but not included on the register where flooding incidents have not been reported to the Sewerage Undertaker. Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes any flooding that occurs from private sewers and drains.

**Question 22****Answer 22****Is the property at risk of receiving low water pressure or flow?****No**

Records confirm that the property is not recorded on a register kept by the Water Undertaker as being at risk of receiving low water pressure or flow.

'Low water pressure' means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).

Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other Company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

Allowable exclusions: The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.

Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Companies may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that Companies identify the number of properties affected in each instance. However, Companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.

One-off incidents: This exclusion covers a number of causes of low pressure, mains bursts, failures of Company equipment (such as PRVs or booster pumps), firefighting, and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

**Question 23****Answer 23**

**Please include details of a water quality analysis made by the Water Undertaker for the water supply zone in respect of the most recent calendar year.**

**See Details**

The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are: A sample failed the Coliform Bacteria limit on 09/08/2006. Result = 6 per 100ml. No cause was identified for the exceedance. All resamples bacteriologically satisfactory.

IMPORTANT - Please note the response to this question provides information about the water supply zone within which the property is situated and NOT the individual property shown above. Water companies are responsible for ensuring that the water provided is wholesome and is safe to drink. The quality of drinking water is monitored throughout the various stages of treatment and distribution. This includes source water abstractions, reservoirs and aquifers; the treatment process and finished treated water; the distribution system; and finally water at customers' taps. The standards which must be complied with are some of the tightest in the world. They incorporate standards from the European Drinking Water Directive and UK Legislation (National Standards). These standards are used to monitor compliance against microbiological and chemical standards, including aesthetic standards such as colour, clarity and taste. Thousands of sample tests are carried out in a year. Sampling is carried out at randomly selected customer properties usually at the cold water tap in the kitchen. On rare occasions where a standard is not met an immediate investigation is carried out and remedial actions initiated as necessary. This includes consultation with Public Health Doctors and Environmental Health teams. The majority of these cases are minor or temporary in nature and are often associated with the condition or maintenance of the plumbing with an individual property. Customers are normally advised by letter of any specific individual property issues and a copy would be available from the vendor, if applicable. For further information on water quality information for a postcode, and facts leaflets on water quality, please contact the responsible water company. The primary responsibility for enforcing the standards and regulations lies with the Drinking Water Inspectorate (DWI). They independently assess the performance of all water companies and undertake technical audits of procedures and assets. They also produce an annual independent report summarising the performance of the water company.

**Question 24**

**Answer 24**

**Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or for Wales please include details of any departures, authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.**

**N/A**

There are no such authorised departures for the water supply zone.

Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health. Please contact your Water Company if you require further information.

**Question 25**

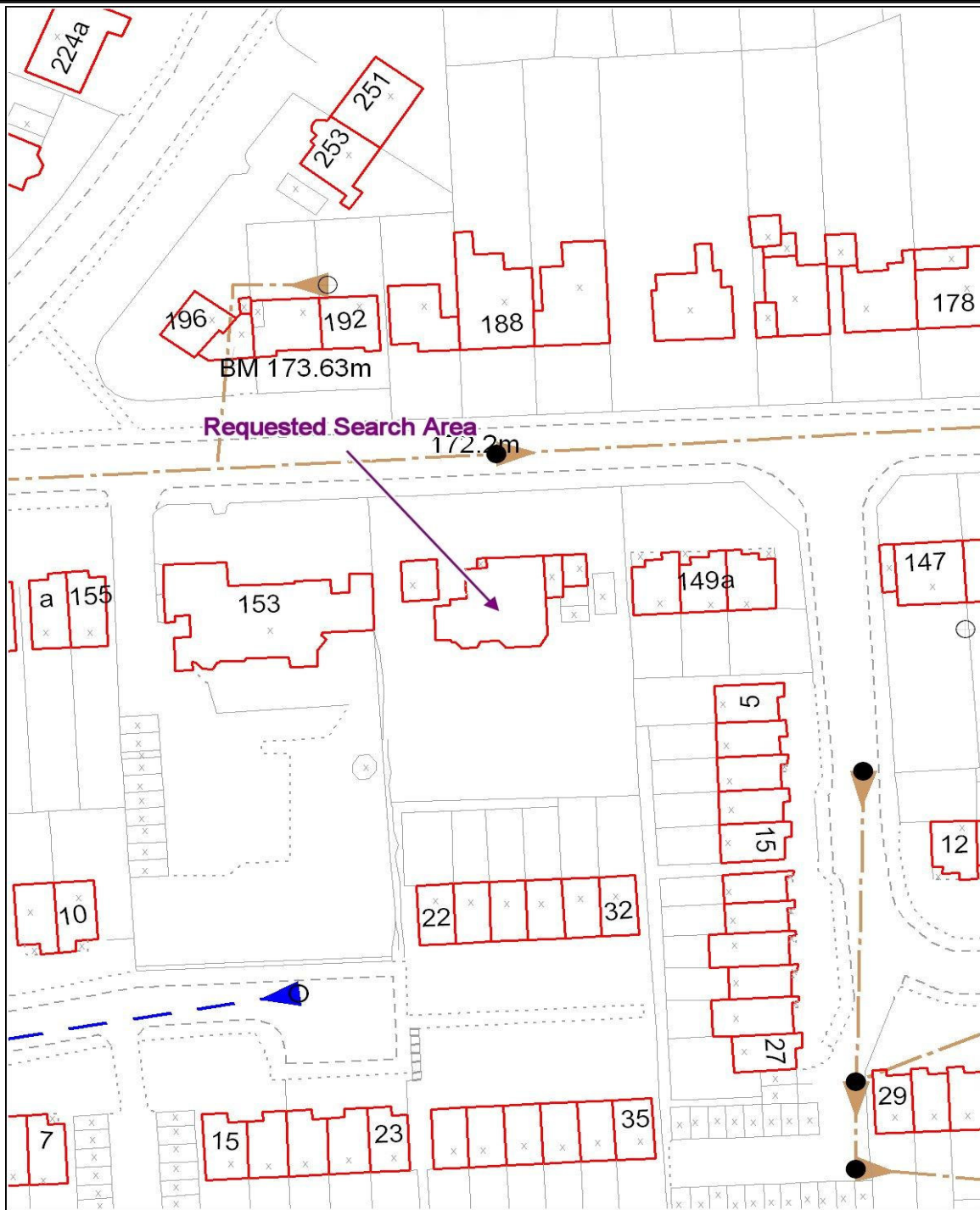
**Answer 25**

**Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works.**

**See Details**

The nearest sewage treatment works is 6.716 KM km to the West of the property. The name of the nearest sewage treatment works is Nunnington.

The nearest sewage treatment works will not always be the sewage treatment works serving the catchments within which the property is situated. The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be private sewage treatment works closer than the one detailed above that have not been identified.



✕	Abandoned Gravity Sewer	■	Blind Shaft	★	Sewer Blockage
—	Private Combined Gravity Sewer	●	Combined Use Manhole	+	Sewer Chemical Injection Point
—	Private Foul Gravity Sewer	□	Disposal Site	★	Sewer Collapse
—	Private Surface Water Gravity Sewer	○	Flushing Chamber	—	Sewer Junction
—	Public Combined Water Gravity Sewer	●	Foul Use Manhole	+	Sewerage Air Valve
—	Public Foul Gravity Sewer	○	Grease Trap	+	Sewerage Hatch Box Point
—	Public Surface Water Gravity Sewer	—	Head Node	+	Sewerage Isolation Valve
—	Trunk Combined Gravity Sewer	—	Hydrobrake	—	Soakaway
—	Trunk Foul Use Gravity Sewer	—	Lampole	—	Surface Water Manhole
—	Trunk Surface Water Gravity Sewer	—	Outfall	—	Vent Column
✕	Abandoned Pressurised Sewer	—	Overflow	—	Waste Water Storage
—	Combined Use Pressurised Sewer	—	Penstock	—	Culverted Watercourse
—	Foul Use Pressurised Sewer	—	Petrol Interceptor	—	Access Right
—	Surface Water Pressurised Sewer	—	Sewage Treatment Works	▲	Sewer Pumping Facility
—	Highway Drain	—		☒	Sewer Facility Connection (Sewer Pumping Facility Inlet/Outlet Sewer Treatment Works Inlet/Outlet)



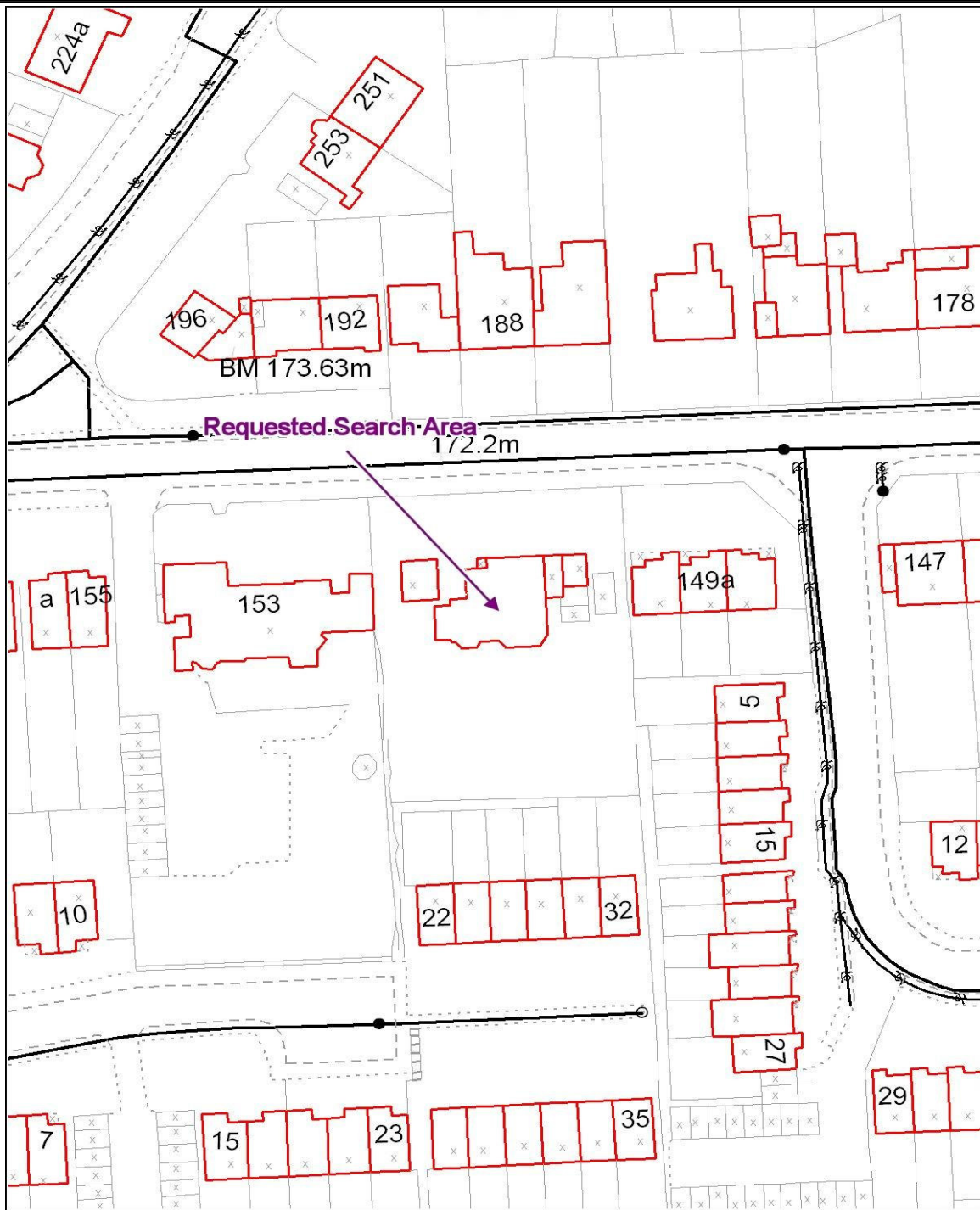
Severn Trent Water Limited  
 Waterworks Road  
 Edgbaston  
 Birmingham B16 9DD  
 Telephone: 0121 452 3306

### SEWER RECORD

Date of Issue: 15.05.2008 for 151 Middleton Hall Road, Birmingham, B30 1AS

1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets.
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All Private Sewers are shown in magenta  
 All Section 104 sewers are shown in green, using the same line style as private sewers



— Distribution Main	▲ Pumping Facility	— Water Isolation Valve (Open)	⊕ Change in Characteristic
— Trunk Main (Local / Primary)	△ Booster Facility	— Water Isolation Valve (Closed)	◇ Marker Point
— Strategic Main	■ Portable Water Storage	— Water Isolation Valve (Partially Open)	∇ Cable Junction
— Fire Supply Main	● Water Tower	— Water Air Valve	□ Anode
— Fire Main	◆ Well / Borehole	— Pressure Reducing Valve	▣ Boundary Box
— Non-Domestic Customer Service Pipe	◇ Intake Water	— Pressure Sustaining Valve	⊗ Stop Tap
— Domestic Customer Service Pipe	□ Treatment Works/Chamber	— Non-Return Valve	⊕ Cross Piece
— Abandoned Main	◆ Draw-Off Tower	— Float Valve	⊕ Strainer
— Elevated Main	○ Bowser Point	— Hydrant (Single / Double)	⊕ Listening Post
— Aquaduct	⊗ Water Facility Connection	— Washout (Single / Double)	⊕ Revenue Meter
— Duct		— Bulk Meter	⊕ Housing, Building
— Access Right		— Water Hatch Box	⊕ Housing, Kiosk
— Cable, Low Voltage		— Pressure Tapping	⊕ Housing, Other
— Cable, High Voltage		— Insertion Flow Meter Point	⊕ Pipe Support Structure
— Cable, Optical Fiber/Instrumentation		— Water Chemical Injection Point	⊕ Open Pipe
— Cable, Earthing		— Motive Water Point	⊕ Discharge
— Cable, Other		— Quality Sample Plant	⊕ End Cap



Severn Trent Water Limited  
 Waterworks Road  
 Edgbaston  
 Birmingham B16 9DD  
 Telephone: 0121 452 3306

### WATER MAINS RECORD

**Date of Issue:** 15.05.2008 for 151 Middleton Hall Road, Birmingham, B30 1AS

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## **Appendix 1**

### **Terms and Expressions**

1. In this report

"the 1991 Act" means the Water Industry Act 1991[61];

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000[62];

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001[63];

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64];

"bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending 31st December;

"discharge pipe" means a pipe which discharges are made or are to be made under Section 165(1) of the 1991 Act;

"disposal main" means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which -

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a Sewerage Undertaker or of any other person; and

(b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or of any buildings or yards appurtenant to buildings within the same curtilage;

"effluent" means any liquid, including particles of matter and other substance in suspension in the liquid;

"financial year" means the twelve months ending with 31st March;

"lateral drain" means -

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65];

"licensed water supplier" means a company which is the holder for the time being of a water supply license under Section 17A(1) of the 1991 Act[66];

"maintenance period" means the period so specified in an adoption agreement as a period of time -

(a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that Undertakers satisfaction; and

(b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

"map of waterworks" means the map made available under Section 198(3) of the 1991 Act[67] in relation to the information specified in subsection (1A);

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;

"public sewer" means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker-

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69];

(b) by virtue of a scheme under Schedule 2 to the 1991 Act[70];

(c) under Section 179 of the 1991 Act[71]; or

(d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act[72];

"resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of-

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of

making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

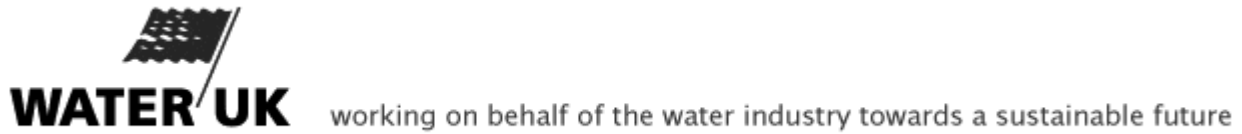
"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the company supplying water in the water supply zone, whether a Water Undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

In this Report, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.



The Law Society endorses the use of a residential drainage and water enquiry on all occasions where a property is being sold. With their unique knowledge of the water industry, the regional water companies of England & Wales are best placed to identify any risks relating to the location and ownership of public water mains and sewers before property purchases are completed.

We do accept that on occasions, customers may not be happy and seek clarification or confirmation that our records are correct. For such instances, the Water UK CON29DW group has developed a unified approach in dealing with customer enquiries and complaints, offering customers a set of minimum standards that would apply. These are listed below.

### **Water UK: Residential Drainage and Water Search Complaint Procedure**

As a minimum standard Severn Trent Searches, PO Box 6187, Nottingham, NG5 1LE.

- We will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.
- We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint.
- Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days, Severn Trent Searches will pay you £36.60 (Exc VAT) compensation regardless of the outcome of your complaint.

If we find your complaint to be justified, or we have made any errors that change the outcome in your search result, we will automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.

If your search takes us longer than 10 working days to complete we have not communicated the reasons for the delay, you will receive the search free of charge.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for resolution.

## **DRAINAGE & WATER ENQUIRY (DOMESTIC)** **TERMS AND CONDITIONS**

The Customer the Client and the Purchaser are asked to note these terms, which govern the basis on which this drainage and water report is supplied

### **Definitions**

"The Company" means the water service company or their data service provider producing the Report.  
"Order" means any request completed by the Customer requesting the Report.  
"Report" means the drainage and/ or water report prepared by The Company in respect of the Property.  
"Property" means the address or location supplied by the Customer in the Order.  
"Customer" means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.  
"Client" means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.  
"Purchaser" means the actual or potential purchaser of an interest in the Property including their mortgage lender.  
"the Regulations" means the Home Information Pack (No.2) Regulations 2007.

### **Agreement**

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.  
1.2 The Customer the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

### **The Report**

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following:-  
2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was produced and sent to the Customer.  
2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.  
2.3 The information contained in the Report is based upon the accuracy of the address supplied to The Company.  
2.4 The Report provides information as to the location and connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer the Client and the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.  
2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to their correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

### **Liability**

3.1 The Company shall not be liable to the Customer the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company is not responsible.

3.2 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company that supplies information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.  
3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.  
3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

### **Copyright and Confidentiality**

4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except expressly provided.  
4.2 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in the, or attached to the Report, if they have an appropriate Ordnance Survey licence.  
4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.  
4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.  
4.5 The Customer and the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.

### **Payment**

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer has an account with The Company for payment for Reports, The Company must receive payment for Reports in full before the Report is produced. For Customers with accounts, payment terms will be as agreed with The Company.

### **General**

6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.  
6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.  
6.3 Nothing in this notice shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.  
6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations.  
6.5 These terms and conditions may be enforced by the Customer the Client and the Purchaser.