



Home Information Pack

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Section 01

Property Details

147 Long Nuke Road
Northfield
BIRMINGHAM
West Midlands
B31 1DX

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Property Information Questionnaire

Section 02



Postal Address of seller: 147 Long Nuke Road, Northfield, , BIRMINGHAM, West Midlands, B31 1DX

The name of the sellers: Mr David North, Mrs Emma North

This document was completed on 10/09/2009 22:06:33 and confirmed correct by David North.

All Properties	
1. When was the property purchased?	16th March 2001
2. Is the property a listed building or contained in a listed building?	No
3. What council tax band is the property in?	C
4. What parking arrangements exist or are planned for the property?	<input checked="" type="checkbox"/> Garage <input checked="" type="checkbox"/> Allocated parking space <input checked="" type="checkbox"/> Driveway <input checked="" type="checkbox"/> On street <input checked="" type="checkbox"/> Resident permit <input checked="" type="checkbox"/> Metered parking <input checked="" type="checkbox"/> Shared parking Specify other 2 allocated parking spaces
Other issues affecting the property	
5. Has there been any damage to the property as a result of storm or fire since you have owned it?	No
5a. If "yes", please give details.	
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?	
6a. If "yes", please state whether any of these claims are outstanding.	
7. Are you aware of any flooding at the property since you have owned it or before?	No
7a. If "yes", please give details.	
8. Have you checked the freely available flood risk data at the Environment Agency's website (www.environment-agency.gov.uk/subjects/flood/)?	Yes
8a. If "yes", please give details.	Low risk when we checked before buying
8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	
9. Has there been or is there any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?	No
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	

Utilities and services																						
10. Is there central heating in the property?	Yes																					
10a. If "yes", please give details of the type of central heating (e.g. gas-fired, oil fired, solid fuel, liquid gas petroleum).	Gas-fired combination boiler																					
11. When was your central heating or other primary heating system last serviced?	Last serviced: 2007, Is a report available?, No																					
12. When was the electrical wiring in your property last checked?	Last serviced: Unknown, Is a report available?, No																					
13. Please indicate which services are or will be connected to the property:	<table> <tbody> <tr> <td>Electricity</td> <td>✓ Connected</td> <td>✗ To be connected</td> </tr> <tr> <td>Gas</td> <td>✓ Connected</td> <td>✗ To be connected</td> </tr> <tr> <td>Water mains or private water supply</td> <td>✓ Connected</td> <td>✗ To be connected</td> </tr> <tr> <td>Drainage to public sewer</td> <td>✓ Connected</td> <td>✗ To be connected</td> </tr> <tr> <td>Telephone</td> <td>✓ Connected</td> <td>✗ To be connected</td> </tr> <tr> <td>Cable TV or satellite</td> <td>✓ Connected</td> <td>✗ To be connected</td> </tr> <tr> <td>Broadband</td> <td>✓ Connected</td> <td>✗ To be connected</td> </tr> </tbody> </table>	Electricity	✓ Connected	✗ To be connected	Gas	✓ Connected	✗ To be connected	Water mains or private water supply	✓ Connected	✗ To be connected	Drainage to public sewer	✓ Connected	✗ To be connected	Telephone	✓ Connected	✗ To be connected	Cable TV or satellite	✓ Connected	✗ To be connected	Broadband	✓ Connected	✗ To be connected
Electricity	✓ Connected	✗ To be connected																				
Gas	✓ Connected	✗ To be connected																				
Water mains or private water supply	✓ Connected	✗ To be connected																				
Drainage to public sewer	✓ Connected	✗ To be connected																				
Telephone	✓ Connected	✗ To be connected																				
Cable TV or satellite	✓ Connected	✗ To be connected																				
Broadband	✓ Connected	✗ To be connected																				
Changes to the property																						
14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?	No																					
14a. If "yes", please give details of the nature of the work																						
14b. Was building regulation approval obtained?	NONE																					
14c. Was planning permission obtained?	NONE																					
14d. Was listed building consent obtained?	NONE																					
If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").																						
15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	No																					
15a. If "yes", please give detail of changes and guarantees, if held.																						
Access																						
16. Do you have right of access through any neighbouring homes, buildings or land?	No																					
16a. If "yes", please give details.																						
17. Does any other person have a right of access through the property?	No																					
17a. If "yes", please give details.																						
Only complete this part if the property is a leasehold property. If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease. Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease, if one is available, and checking the position with their conveyancer.																						
19. What is the name of the person or organisation to whom you pay -																						
19a. ground rent; and	Peveral OM																					
19b. service charges (if different from (a) above)?																						
20. How many years does the lease have left to run?	117 years																					
21. How much is your current annual ground rent?	£50																					
22. How much is your current annual service charge?	Approximately £400																					
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	£281.64 for buildings and contents insurance																					
24. Are you aware of any proposed or ongoing major works to this property?	No																					

24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	
25. Does the lease prevent – 25a. subletting?	No
25b. keeping pets?	No
26. Does the lease allow –	
26a. the use of a car park or space?	Yes
26b. access to a communal garden (where applicable)?	No
27. Leases often permit or prevent certain types of activity relating to the use of a property, those referred to in question (20) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?	No
27a. If "yes", please specify.	

Energy Performance Certificate

Section 03

Energy Performance Certificate



147, Long Nuke Road
BIRMINGHAM
B31 1DX

Dwelling type:
Date of assessment:
Date of certificate:
Reference number:
Total floor area:

Mid-terrace house
16 September 2009
17 September 2009
8941-6521-6180-7796-1096
71 m²

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 (CO₂) emissions.

Energy Efficiency Rating			Environmental Impact (CO ₂) Rating		
	Current	Potential		Current	Potential
Very energy efficient - lower running costs			Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A			(92 plus) A		
(81-91) B			(81-91) B		
(69-80) C	73	78	(69-80) C	69	75
(55-68) D			(55-68) D		
(39-54) E			(39-54) E		
(21-38) F			(21-38) F		
(1-20) G			(1-20) G		
Not energy efficient - higher running costs			Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC		England & Wales	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 are likely to be.

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO₂) emissions and fuel costs of this home

	Current	Potential
Energy use	225 kWh/m ² per year	186 kWh/m ² per year
Carbon dioxide emissions	2.7 tonnes per year	2.2 tonnes per year
Lighting	£53 per year	£38 per year
Heating	£396 per year	£346 per year
Hot water	£100 per year	£88 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.



This EPC and recommendations report may be given to the Energy Saving Trust to provide you with information on improving your dwellings's energy performance.

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Stroma Accreditation, 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 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: STRO001833
Assessor's name: Gary Needham
Company name/trading name: Gary Needham
Address: 10 Clayton Drive
BIRMINGHAM, B36 0AN
Phone number: 07846440663
Fax number: 0000
E-mail address: gary.needham@blueyonder.co.uk
Related party disclosure: None

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at www.stroma.com 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 home. Different methods of calculation are used for homes and for other buildings. Details can be found at 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 on 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 everyday measures that will save money, improve comfort and reduce the impact on the environment. Some examples are given at the end of this report.

Visit the Government's website at www.communities.gov.uk/epbd to:

- Find 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- the Government is the controller of the data on the register
- Learn more about energy efficiency and reducing energy consumption

Recommended measures to improve this home's energy performance

147, Long Nuke Road
BIRMINGHAM
B31 1DX

Date of certificate:
Reference number:

17 September 2009
8941-6521-6180-7796-1096

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, insulated (assumed)	Good	Good
Roof	Pitched, 250 mm loft insulation	Good	Good
Floor	Suspended, limited insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer and room thermostat	Poor	Poor
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 60% of fixed outlets	Good	Good
Current energy efficiency rating		C 73	
Current environmental impact (CO₂) rating		C 69	

Low and zero carbon energy sources

None

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 improvement	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£12	C 74	C 70
2 Upgrade heating controls	£19	C 75	C 71
Sub-total	£31		
Higher cost measures (Over £500)			
3 Replace boiler with Band A condensing boiler	£47	C 78	C 75
Total	£78		
Potential energy efficiency rating		C 78	
Potential environmental impact (CO₂) rating			C 75

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. However you should check the conditions in any covenants, planning conditions, warranties or sale contracts.

4 Solar water heating	£21	C 79	C 76
5 Solar photovoltaic panels, 2.5 kWp	£167	B 90	B 87
6 Wind turbine	£11	B 91	B 88
Enhanced energy efficiency rating		B 91	
Enhanced environmental impact (CO₂) rating			B 88

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 (CO₂) emissions.

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

If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

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 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.

2 Heating controls (thermostatic radiator valves)

Thermostatic radiator valves allow the temperature of each room to be controlled to suit individual needs, adding to comfort and reducing heating bills provided internal doors are kept closed. For example, they can be set to be warmer in the living room and bathroom than in the bedrooms. Ask a competent heating engineer to install thermostatic radiator valves. Thermostatic radiator valves should be fitted to every radiator except the radiator in the same room as the room thermostat. Remember the room thermostat is needed as well as the thermostatic radiator valves, to enable the boiler to switch off when no heat is required.

Higher cost measures (typically over £500 each)

3 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 scheme¹, 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. You should check the conditions in any covenants, planning conditions, warranties or sale contracts before undertaking any of these measures. If you are a tenant, before undertaking any work you should check the terms of your lease and obtain approval from your landlord if the lease either requires it, or makes no express provision for such work.

¹ For information on approved 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

4 Solar water heating

A solar water heating panel, usually fixed to the roof, uses the sun to pre-heat the hot water supply. This will significantly reduce the demand on the heating system to provide hot water and hence save fuel and money. The Solar Trade Association has up-to-date information on local installers and any grant that may be available.

5 Solar photovoltaic (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 on 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 appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance.

6 Wind turbine

A wind turbine provides electricity from wind energy. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Wind Energy Association has up-to-date information on suppliers of small-scale wind systems and any grant that may be available. Planning restrictions may apply 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 appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Wind turbines are not suitable for all properties. The system's effectiveness depends on local wind speeds and the presence of nearby obstructions, and a site survey should be undertaken by an accredited installer.

What can I do today?

Actions that will save money and reduce the impact of your home on the environment include:

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- 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 you only heat the building when necessary.
- 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.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

¹ For information on approved 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

Section 04

Property details:

147 Long Nuke Road
Northfield
BIRMINGHAM
West Midlands
B31 1DX

Important

Please ensure all the following details are truthful and accurate.

- | | |
|---|----------------------------------|
| 1. Is the property a flat or house? | House |
| 2. If it is a flat, what type of building is in? | NONE |
| 3. The property is (or will be): | Leasehold / Share Of Freehold |
| 4. The title to the interest in the property being sold is: | Registered Land |
| 5. Name(s) of seller | Mr David North
Mrs Emma North |
| 6. The capacity of the seller: | The owner |
| 7. The property is being sold: | With vacant possession |

HIP sellers details:

My Hip Home
Studio K7,
St Annes Business Park
St. Annes On Sea
FY8 3DP

Telephone: 0845 686 4477

Title Information

Section 05

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 WM743026

Edition date 03.12.2008

- This official copy shows the entries on the register of title on 11 Sep 2009 at 10:05:06.
- 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 11 Sep 2009.
- 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 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : BIRMINGHAM

- 1 (12.04.2001) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 147 Long Nuke Road, Northfield, Birmingham (B31 1DX).
- 2 (12.04.2001) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 16 March 2001
Term : 125 years (less 10 days) from 31.3.2000
Rent : £50 rising to £100
Parties : (1) Beazer Homes Limited
(2) Peverel OM Limited
(3) David Francis North and Emma Louise North
- 3 (12.04.2001) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (12.04.2001) The lessor's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

B: Proprietorship Register continued

Title absolute

- 1 (12.04.2001) PROPRIETOR: DAVID FRANCIS NORTH and EMMA LOUISE NORTH of 147 Long Nuke Road, Northfield, Birmingham B31 1DX.
- 2 (12.04.2001) The price, other than rents, stated to have been paid on the grant of the lease was £85,950.
- 3 (12.04.2001) RESTRICTION: Except under an order of the Registrar no transfer or other dealing of the land in this title (except a charge dated contemporaneously with a transfer) by either the proprietor(s) of the land or any chargee under its power of sale is to be registered unless a certificate is given by either the Solicitor or Secretary of Peverel OM Limited of PO Box 63, Luton, Bedfordshire LU2 9EX that notice of such transfer or other dealing has been given to the said Peverel OM Limited.

C: Charges Register

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

- 1 (12.04.2001) A Conveyance dated 16 October 1956 made between (1) The Trustees of the Bournville Village Trust and (2) The Lord Mayor Aldermen and Citizens of the City of Birmingham contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (12.04.2001) A Conveyance of land at the junction of Shenley Lane and Somerford Road dated 14 December 1970 made between (1) Birmingham Corporation (Corporation) and (2) Bass Limited (Company) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 3 (12.04.2001) A Wayleave Agreement and Consent dated 25 August 2000 made between (1) Beazer Homes Limited and (2) Midlands Electricity Plc contains provisions in the following terms:-

"The Grantor(s) hereby give(s) the Board full and free licence and liberty and consent for the Board its servants workmen and others authorised by them to erect and or lay and use and thereafter from time to time repair inspect and maintain re-erect re-lay and remove electric lines either overhead or underground as the Board shall require for the transmission and distribution of electricity and the necessary service turrets poles stays ducts pipes and other apparatus appurtenant thereto (herein collectively referred to as "the said electric lines") (the right hereby granted to include the right to erect and or lay additional apparatus to that originally erected and laid in contradistinction from and in addition to the right already given to replace apparatus) over on and or under the said land on the Plan Nod. M2191 annexed hereto and for any of the purposes aforesaid to enter upon the said plan to execute all or any of such works as aforesaid and to break up and excavate so much of the said land as may from time to time be necessary and remove and dispose of any surplus earth PROVIDED that in so doing the Board shall cause as little damage as may be to the said land and shall so far as practicable make good and restore the surface thereof.

THE Grantor(s) hereby AGREE(S) with the Board:-

(i) That he/she/they will not erect or permit to be erected any building or erection of any kind whatsoever or plant any trees under over or in close proximity to the said electric lines without first obtaining the prior approval of the Board such approval not to be unreasonably withheld.

(ii) Not to raise or lower the level of the said land which would in any way affect the rights hereby licensed.

(iii) That he/she/they will on any sale lease or other disposition of the said land or any part thereof sell lease or dispose of such land subject to this agreement."

NOTE: The land in this title forms part of the said land referred to.

- 4 (12.04.2001) REGISTERED CHARGE dated 16 March 2001 to secure the moneys including the further advances therein mentioned.

C: Charges Register continued

- 5 (12.04.2001) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.
- 6 (12.04.2001) The Charge Certificate relating to the charge dated 16 March 2001 in favour of Nationwide Building Society is retained in Land Registry (Section 63 of the Land Registration Act 1925)

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 14 December 1970 referred to in the Charges Register:-

THE Corporation to the intent and so as to bind the property of the Corporation within a distance of 850 yards from the nearest point of the boundary of the property hereby conveyed and each and every part thereof into whosoever hands the same may come and to benefit and protect the property hereby conveyed and each and every part thereof hereby covenants with the Company that the said property of the Corporation and each and every part thereof and each and every building erected or to be erected thereon shall not save with the previous consent in writing of the Company at any time be used or be permitted or suffered to be used for the manufacture sale or supply of intoxicating liquors of any kind whatsoever or as a club at which intoxicating liquors shall be sold supplied or consumed.

NOTE: The land in this title falls within the 850 yards referred to.

- 2 The following are details of the covenants contained in the Conveyance dated 16 October 1956 referred to in the Charges Register:-

That the land shown edged green on the said plan shall be used only for housing purposes (including the erection of garages and other buildings appropriate to a residential area)

NOTE: The land in this title forms part of the land coloured green referred to.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

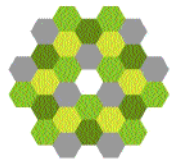
This official copy is issued on 11 September 2009 shows the state of this title plan on 11 September 2009 at 10:05:42. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. 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*.

This title is dealt with by the Land Registry, Coventry Office .

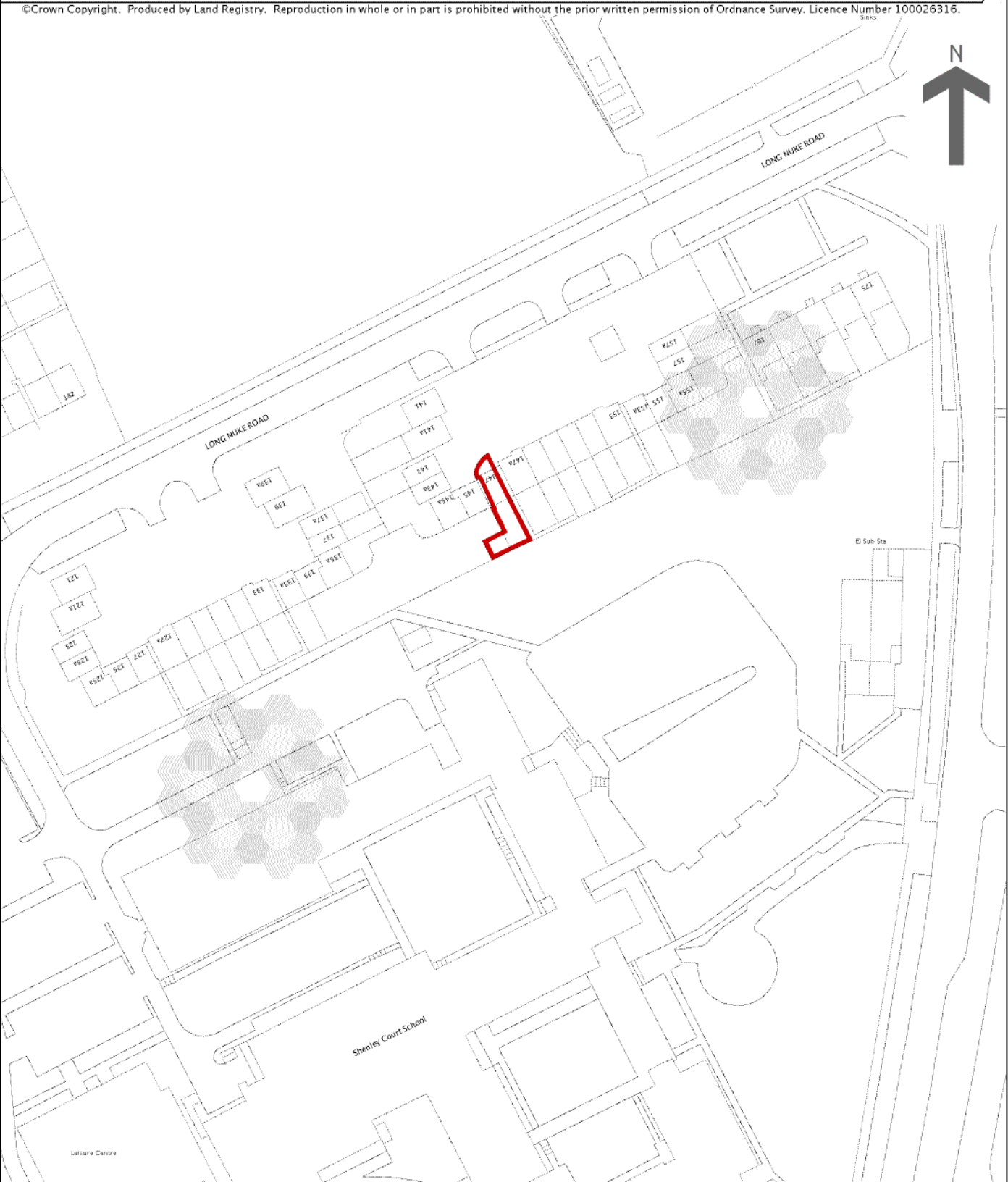


Land Registry Official copy of title plan

Title number WM743026
Ordnance Survey map reference SP0181SE
Scale 1:1250
Administrative area WEST MIDLANDS:
BIRMINGHAM



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Searches

Section 06

Search Report

Requested by:-
HIPSCO

Our Reference: **XX/X848728**
Your Reference: **53359**
Report Prepared by: **DTaylor**

Date: **15/09/2009**

REQUESTED FOR

147 Long Nuke Road
Northfield
Birmingham
B31 1DX

Council: Birmingham City Council

Local Authority Code: 4605

Search: HIP Search – Land Charges Register and Local Search

Should you require any further information please do not hesitate to contact our Customer Enquiry Team on the following number:

Freephone 0800 052 0117

Yours Faithfully



ONESEARCH DIRECT

SUMMARY OF SEARCH REPORT : 01308327

INVOICE NUMBER : E20731824

Search of Local Land Charges Register

The Search requested above reveals 1 registration/s described in the Schedule hereto

LOCAL Search

1.1. Planning and Building Regulations

Planning Permissions, Listed **Yes**
Building/Conservation Area Consents

Certificate of Lawfulness of Proposed Use or Development **No**

Building Regulation Approvals/Completion Certificates **See main report**

1.2. Development Plans

Policies **Yes**

Proposals **No**

Recommendations **No**

2. Roads

Roads, Footways and Footpaths Maintained at Public Expense **Yes**

Other Matters

3.1. Land Required for Public Purposes **No**

3.2. Land to be Acquired for Roadworks **No**

3.3. Drainage Agreements and consents **See Water Search**

3.4. Nearby Road Schemes **No**

3.5. Nearby Railway Schemes **No**

3.6. Traffic Schemes **No**

3.7. Outstanding Notices **No**

3.8. Contravention of Building Regulations **No**

3.9. Notice, Orders, Directions and Proceedings under Planning Acts **No**

3.10. Conservation Areas not registered as a land charge **No**

3.11. Compulsory Purchase **No**

3.12. Contaminated Land **No**

3.13. Radon Gas **Yes**

Search of Local Land Charges Register

Subjects **147, Long Nuke Road, Northfield, Birmingham, B31 1DX.**
Date of Search Report: **15/09/2009**
Search Report No: **01308327**
Search Report Prepared by: **DTaylor**

Charges on Register

04 - Miscellaneous charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
City of Birmingham Smoke Control Revocation (Number 1) Order 1987 dated 21/09/1987 and City of Birmingham Smoke Control Consolidation (Number 2) Order 1987 dated 6/11/1987, whereby all existing Smoke Control Orders were revoked and the whole of the area of The City of Birmingham was declared to be a Smoke Control Area pursuant to Section 11 of the Clean Air Act 1956. Effective date 1/07/1988.	Birmingham City Council	PO Box 28 Alpha Tower Suffolk Street Queensway Birmingham West Midlands B1 1TU.	1/1/1988

Local Search Enquiries

Subjects **147, Long Nuke Road, Northfield, Birmingham, B31 1DX.**
 Date of Search Report: **15/09/2009**
 Search Report No: **01308327**
 Search Report Prepared by: **DTaylor**

Local Search Enquiries deal with entries which affect the subjects of search but which have not been registered as a Land Charge by the Local Authority.

Information relating to applications, consents, designations, notices, orders and other items which are disclosed in the search of the Land Charges register will not be duplicated below.

Planning and Building Regulation Decisions and Pending Applications

1.1. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:-

Section 1.1 (a)	Planning Permissions	Yes
Application Number	Proposal	Decision
		Decision Date
		Application Type
1999/05088/PA	Erection of 40 four, three, two and one bedroom dwellings together with associated access and parking.	Approved on Conditions
		16-Mar-2000
		Planning
Section 1.1 (b)	Listed Building Consents	None
Section 1.1 (c)	Conservation Area Consents	None
Section 1.1 (d)	Certificate of lawfulness of existing use or development	None
Section 1.1 (e)	Certificate of lawfulness of proposed use or development	None
Section 1.1 (f)	Building Regulations approvals	None
Section 1.1 (g)	Building Regulations completion certificate	None
Section 1.1 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	None

Informative

The seller or developer should be asked to provide evidence of compliance with building regulations

Planning designations and Proposals

1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	See details below
The Birmingham UDP 2005 (Alterations)	Adopted 6/6/93
Local Plan Policy	City Boundary

Roads

2. Which of the roads, footways and footpaths named in the application for this search are:-

(a)	Highway Maintainable at Public Expense				Yes
Name	Carriageway	Footway	Footpath	Verge	
Long Nuke Road, Northfield	Public	Public	None	None	
(b)	Subject to adoption and supported by a bond or bond waiver				No
(c)	To be made up by a local authority who will reclaim the cost from the frontagers; or				No
(d)	To be adopted by a local authority without reclaiming the cost from the frontagers?				No

Land Required for Public Purposes

3.1. Is the property included in land required for Public Purposes? **No**

3.2. Is the property included in land to be acquired for road works? **No**

3.3. Do either of the following exist in relation to the property?

(a) An agreement to drain building in combination into an existing sewer by means of a private sewer **See Water Search**

(b) An agreement or consent for:- **See Water Search**
 i. a building; or
 ii. an extension to a building on the property, to be built over in the vicinity of a drain, sewer or disposal main?

Nearby Road Schemes

3.4. Is the property (or will it be) within 200 metres of any of the following?	None revealed
<p>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</p> <p>(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;</p> <p>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-</p> <ul style="list-style-type: none">i) Construction of a roundabout (other than a mini-roundabout); orii) Widening by construction of one or more additional traffic lanes; <p>(d) The outer limits of-</p> <ul style="list-style-type: none">i) Construction of a new road to be built by a local authorityii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; oriii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes <p>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</p> <p>(f) The outer limits of-</p> <ul style="list-style-type: none">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); oriii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	

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?	No
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Traffic Schemes

3.6. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property -	None revealed
<ul style="list-style-type: none">(a) Permanent stopping up or diversion;(b) Waiting or loading restrictions(c) One way driving(d) Prohibition of driving(e) Pedestrianisation(f) Vehicle width or weight restrictions(g) Traffic calming works including road humps(h) Residents parking controls(i) Minor road widening or improvement(j) Pedestrian crossings(k) Cycle tracks; or(l) Bridge building?	

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- (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health?	None revealed
--	----------------------

Contravention of Building Regulations

3.8. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No
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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-	
(a) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No
(f) Other Notice relating to breach of planning control	No
(g) Listed Buildings Repair Notice	No
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) A Building Preservation Notice	No
(j) A direction restricting permitted development	No
(k) An order revoking or modifying permission	No
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	No
(m) A Tree Preservation Order	No

(n) Proceedings to enforce a planning agreement or planning contribution

No

Conservation Areas

3.10. Do the following apply in relation to the property-

No

- a) The making of the area a Conservation Area before 31st August 1974; or
- b) An unimplemented resolution to designate the area a Conservation Area?

Compulsory Purchase

3.11. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

None revealed

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-

No

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - I) A decision to make an entry; or
 - II) An entry; or
- 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?

Informative

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

The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class 'B' "Appropriate Person."

Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated area. Registers of remediation notices and contaminated land identified under s.78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.

As part of the OneSearch Local Search we will inspect the remediation register where available

Radon Gas

3.13. Do records indicate that the property is in a “Radon Affected Area” as identified by the Health Protection Agency (a body established under section 1 of the Health Protection Agency Act 2004)?

Yes

Yes, the property is in an area where 5-10% of homes are estimated to be at or above the Action Level. See the informative paragraph below for further information that sellers are recommended to provide.

Informative

“Radon Affected Area” means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the “Radon Action Level” (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).

The areas are identified from radiological evidence and are periodically reviewed by the Health Protection Agency or its predecessor the National Radiation Protection Board. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

Further information on radon, including an indicative version of the radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) web site (<http://www.hpa.org.uk/radiation/radon/index.htm>). Alternatively information can be requested from HPA by telephone (0800 614529 [24hr] or 01235 822622 [D/T]) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ.

Notes

The Search Company

1. This Search Report was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct Limited is a limited company registered in Scotland
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Birmingham City Council at PO Box 28, Alpha Tower, Suffolk Street Queensway, Birmingham, West Midlands, B1 1TU**. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the search are disclosed.
7. Planning applications on the property only, have been searched.

Definition of Search Terms

8. Definition of Search terms - roads
 - . Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
 - . Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

Legal Issues

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch .
10. The seller of the Subjects or the person acting as his/her estate agent may copy the Search Report and include it in a Home Information Pack and otherwise copy it as required by the relevant legislation.
11. These terms are enforceable against OneSearch not only by the seller of the property but also by the actual or potential purchaser of, or mortgage lender in respect of, the property, in their own right.

12. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability and Insurance

13. . The local authority will be liable for any negligent or incorrect entry in the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.
 - . Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.
14. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the property in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
15. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.
16. In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

Under the Financial Services Authority regulations we are required to advise details of the contract of insurance recommended.

Complaints Procedure

17. OneSearch Direct is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

- Acknowledge your complaint within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt
- Liaise, at your request, with anyone acting formally on your behalf

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs); Tel: 01722 333306, email: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his decision.

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

Customer Services
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP

Tel: 0800 052 0117

The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your Home Information Pack

HIP Provider: HIPSCO

Solicitor/Conveyancer: HIPSCO

The following individuals were responsible for inspecting relevant records and preparing this report on behalf of OneSearch Direct

Search Prepared by: DTaylor

Local Authority Records Inspected by: CMaycock

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

keyfacts[®]

1. This summary.

This document provides a summary of the key features of the Search Report Insurance Policy under which insurance will be given to individual Buyers, Potential Buyers, Sellers and Lenders. This document does not contain the full terms and conditions of the Search Report Indemnity Insurance Policy. These can be found in the specimen policy document provided with this document. This summary is not part of the policy and it does not commit us to provide insurance on these or any other terms. It is important that you read the policy itself. The policy is a legally binding contract between each Insured and First Title Insurance plc.

2. The Insurer.

First Title Insurance plc provides general insurance products and is authorised and regulated by the Financial Services Authority.

3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or re-enactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. It also protects the Insured against such an actual loss which is incurred because a conveyancer acting in the sale or purchase of the house, or a loan made for the purpose of the purchase, relies on the search report produced by OneSearch Direct rather than a report obtained from an official body. See the Coverage Statement in paragraph 2 of the policy.

4. What does the policy not cover?

All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

5. Limitations of the Policy.

The insurance given under the Search Report Insurance Policy is a contract of indemnity against actual monetary loss and any payment under it will not exceed the amounts detailed in paragraph 1.1 of the policy, which should be referred to.

6. Cancellation Terms.

Because the interests of a number of persons may all be protected at the same time by insurance given under the Search Report Insurance Policy in relation to each individual property, no person insured under the policy will have the right to cancel the insurance without the written agreement of all other persons who might benefit from the insurance. No refund of premium will be payable. See paragraph 17 of the policy.

7. Term of the policy.

Cover under insurance given under the Search Report Insurance Policy protects only the persons specified in the policy as an "Insured" and does not continue to protect any purchaser from an insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to paragraph 2 of the policy.

8. Claims.

Anyone wishing to claim under the insurance given under the Search Report Insurance Policy must advise First Title in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see paragraph 5 of the policy.

9. Queries.

If you require further information or have any queries regarding the policy you should contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/07/09.

If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

11. Compensation

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect your interests. There are maximum levels of compensation you can receive under the Scheme. You will normally be covered for at least 90% of the payment due under your policy.

12. Price

The policy is provided at no cost to the Insured by OneSearch Direct Limited as part of its service.

1 The Financial Services Authority (FSA) The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require us to give you this document. Use this information to decide if our services are right for you.

2 Whose products do we offer? We only offer a product from First Title Insurance plc for Search Report Insurance.

3 Which service will we provide you with? You will not receive advice or a recommendation from us for Search Report Insurance.

4 What will you have to pay us for our services? There is no fee payable to us for organising the Search Report Insurance.

5 Who regulates us? OneSearch Direct Limited is an appointed representative of First Title Insurance.. First Title's FSA Registration number is 202103. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

**Search Report Insurance Policy
Demands & Needs Statement and Suitability**

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

Under the Financial Services Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance, Our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Corporation, a Fortune 500 company listed on the New York Stock Exchange and the world's leading provider of title information and property related services.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.

SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct Limited

Policy Number : 60-029-000000

1. Definitions

In this policy unless the context otherwise requires:

- 1.1 **"Actual Loss"** (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
 - 1.1.1 in respect of a Buyer:
 - (a) the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect of an Adverse Entry
 - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
 - (c) the amount required to pay any charges or other financial liabilities registered against the Land
 - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
 - 1.1.3 in respect of a Seller: actual financial loss
 - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 **"Adverse Entry"** means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 **"Appropriate Body"** means a local authority or other public body providing information to be included in a Search Report.
- 1.4 **"Authorised Expenses"** means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 **"Bordereau"** means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.
- 1.6 **"Buyer"** means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 **"Conveyancer"** means a solicitor or licenced conveyancer acting for an Insured in relation to the purchase or sale of the Land or to a loan made to the Buyer for the purposes of purchasing the Land.
- 1.8 **"First Title"** means First Title Insurance plc.
- 1.9 **"HIP"** means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or re-enactment of them in force at the Policy Date.
- 1.10 **"Insured"** means all or any of:
 - 1.10.1 a Buyer
 - 1.10.2 a Potential Buyer
 - 1.10.3 a Seller
 - 1.10.4 a Lender
- 1.11 **"Know, Known or Knowing"** means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.12 **"Land"** means the interest in an individual residential property specified in the Bordereau.
- 1.13 **"Lender"** means a person or body making a loan to a Buyer secured over the Land.
- 1.14 **"Market Value"** means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured
- 1.15 **"Policy Date"** means the date on which the Search Report was prepared.
- 1.16 **"Policy Issuer"** means OneSearch Direct Limited who will not be an insured under this Policy.
- 1.17 **"Potential Buyer"** means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.18 **"Search Report"** means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or re-enactment of them in force at the Policy Date) obtained from OneSearch Direct Limited and not directly from an Appropriate Body and incorporated within a HIP.
- 1.19 **"Seller"** means a person selling the Land.

2. Coverage Statement

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or both of the following:

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.
- 2.3 First Title will also indemnify each Insured where a Conveyancer notifies First Title that that Insured has brought a claim against the Conveyancer in respect of a matter covered by paragraph 2.1 of this policy on the basis that such loss arose solely because the Conveyancer relied on the Search Report, provided that (i) the Conveyancer does not agree any payment to an Insured or a third party without the prior written approval of First Title and (ii) the Conveyancer complies with the Insured's obligations under this policy.

3. Exclusions

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from any of the following matters:

- 3.1 risks that:
 - 3.1.1 that Insured creates, allows or agrees to at any time
 - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
 - 3.1.3 do not cause that Insured any loss
 - 3.1.4 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date
 - 3.1.5

4. Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 07/09
 - 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171

5.1.3 by e-mail to legal&claims@firsttitle.eu

5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

6. Defence and prosecution of actions and an Insured's duty to co-operate

- 6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1
- 6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer.
- 6.3 First Title may pursue any litigation (including appeals) to final determination by a court and reserves the right in its sole discretion to appeal any judgment or order
- 6.4 First Title will consult with the Insured on all matters arising under a claim.

7. Proof of loss

- 7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.
- 7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

8. Settling claims and termination of liability

If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:

- 8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or
- 8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or
- 8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or
- 8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.

9. Determination and extent of liability

The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

- 10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation,
- or
- 10.2 if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent

11. Reduction of indemnity and reduction or termination of First Title's liability

The amount of indemnity cover payable by First Title under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- 11.1 all payments under this policy except for Authorised Expenses;
- 11.2 the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
- 11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties

provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

12. Payment of loss

When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.

13. Subrogation

If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.

14. Liability limited to this policy

This policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.

15. Severability

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.

16. Governing law and jurisdiction

This policy will be governed by the law of England and Wales and the courts of England and Wales.

17. Cancellation rights

No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 07/09 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by OneSearch Direct Limited, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow, G3 8EP, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

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The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your search provider failing to keep to the Code.

Please note that all queries or complaints regarding your search should be directed to your search provider in the first instance, not to TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

Onesearch Direct

Skypark SP1
8 Elliot Place 1st Floor
Glasgow
G3 8EP

Order Date: **Friday, 11 September 2009**
Order No: **20190515**
Customer Ref: **OSDD557853**

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from Onesearch Direct

147 Long Nuke Road
Northfield
Birmingham
B31 1DX

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original: the Map of Public Sewers, the Map of Waterworks, Water and Sewer Billing Records, Adoption of Public Sewer Records, Building Over Public Sewer Records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Should the property not fall entirely within the Severn Trent Water Region, a copy of the records held by South Staffordshire Water of other relevant Water Company will be searched also. 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 11 Sep, 2009 by Nick Cornwall, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

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
Tel: 0115 962 7269

or

Severn Trent Searches
DX 723860
Nottingham 43

ORDER SUMMARY

To help understand the implications of the Drainage and Water Enquiries Report which has been prepared in accordance with Schedule 8 of the Home Information Pack Regulations, a summary guide to the content of the full report is provided below. This guide should be read in the context of and with reference to the full report and associated guidance notes.

The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the HIPS Report and do not imply that the property is fit to purchase or otherwise and this decision will rest with the prospective purchaser and their professional advisers.

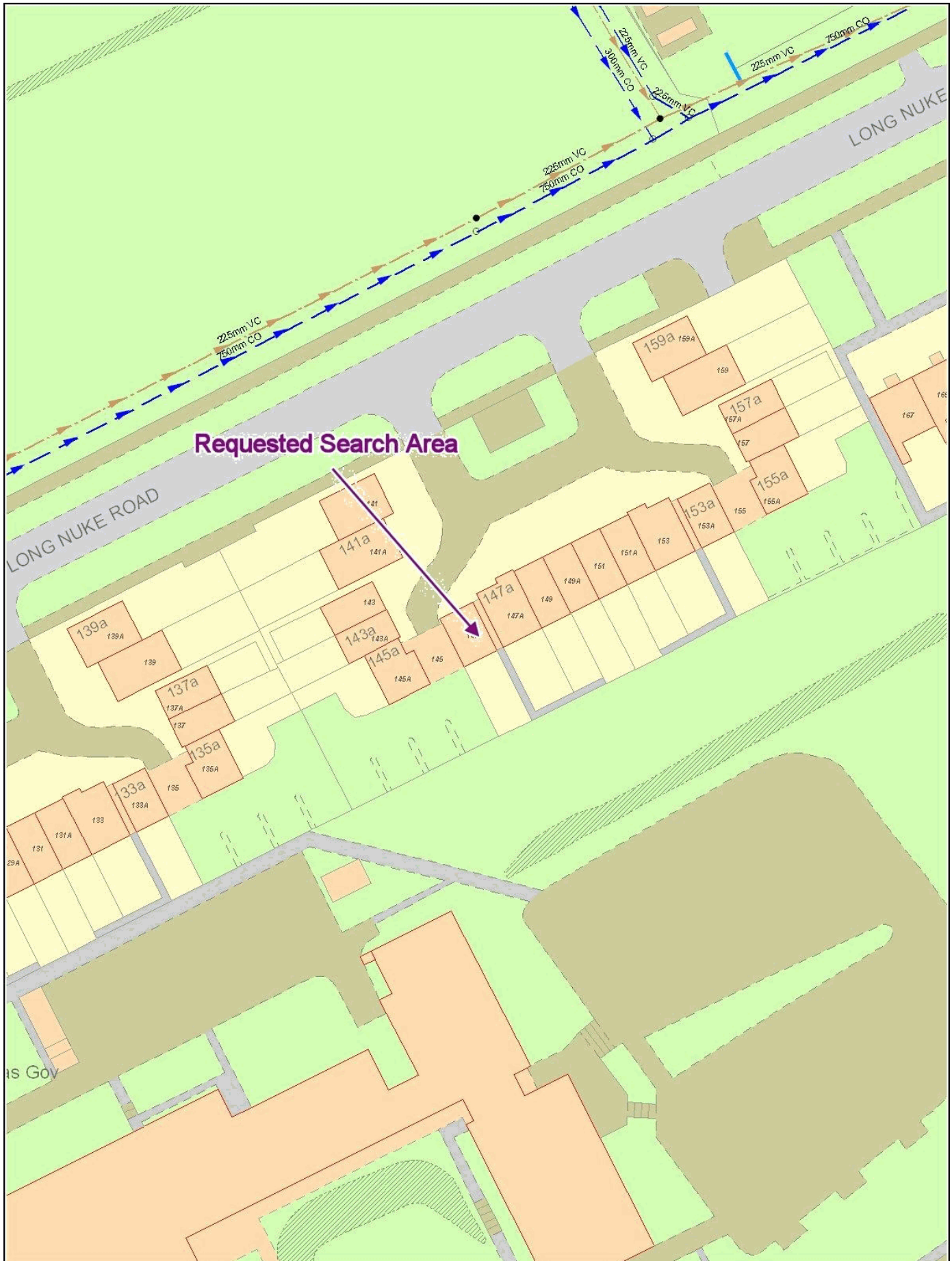
✓ This response represents the typical situation for a residential property.

ⓘ The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.

✘ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

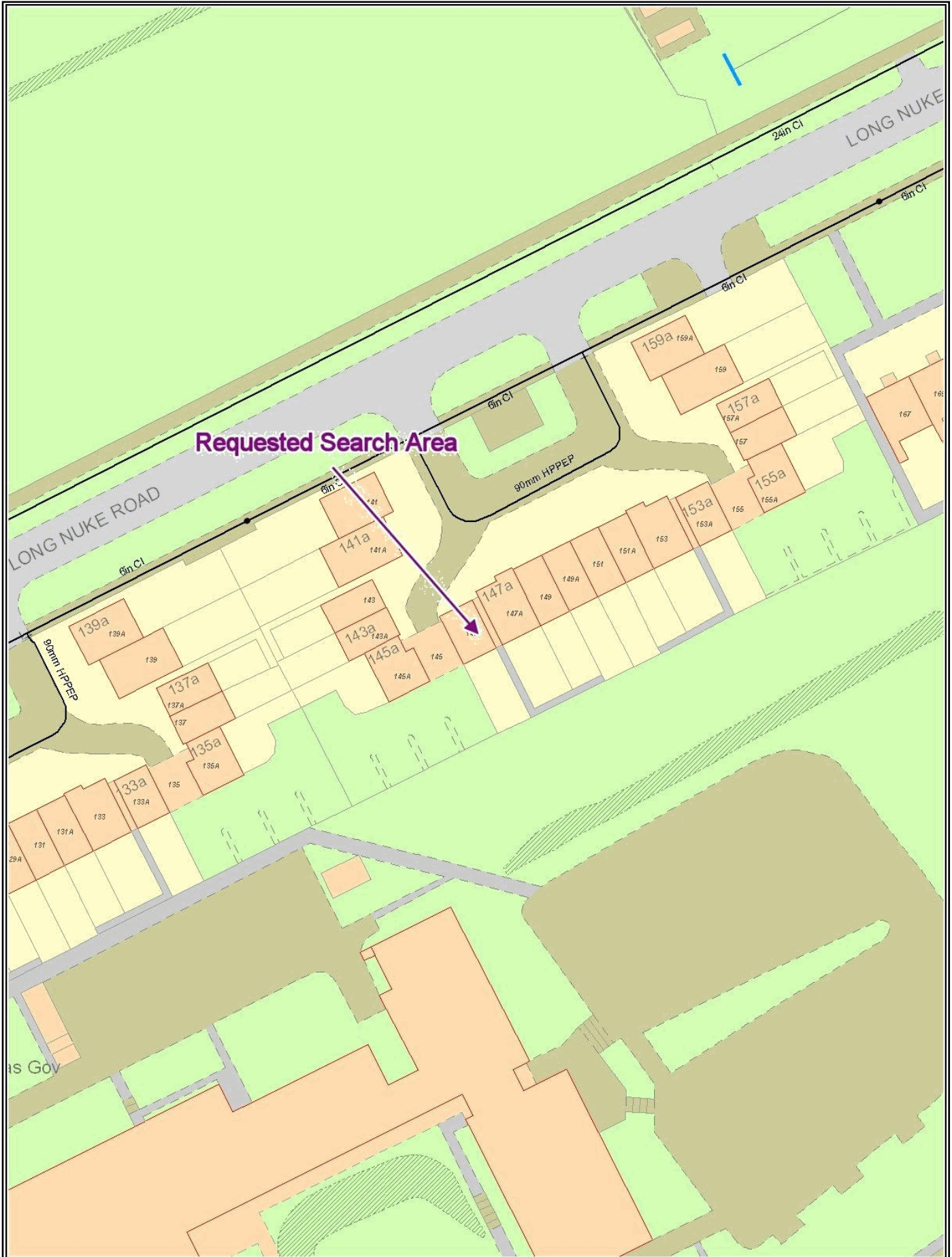
Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4 Does foul water from the property drain to a public sewer?	Yes ✓
5 Does surface water from the property drain to a public sewer?	Yes ✓
6 Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No ✓
7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No ✓
8 Does the public sewer map indicate any public foul sewer within 30.48 metres (100 feet) of any buildings within the property?	No 📄
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 ✓
10 Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided ✓
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 ✓
12 Who are the Sewerage and Water Undertakers for the area?	See Answer ✓
13 Is the property connected to mains water supply?	Yes ✓
14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No ✓
15 What is the current basis for charging for sewerage and water services at the property?	Measured ✓
16 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No ✓
17 Is a surface water drainage charge payable?	Yes ✓
18 Please include details of the location of any water meter serving the property.	See Details ✓
19 Who bills the property for sewerage services?	See Details ✓
20 Who bills the property for water services?	See Details ✓
21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No ✓
22 Is the property at risk of receiving low water pressure or flow?	No ✓
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 📄
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 authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.	N/A ✓
25 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Details ✓

SEWER RECORD 147 Long Nuke Road, Northfield, Birmingham, B31 1DX



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. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.

WATER RECORD 147 Long Nuke Road, Northfield, Birmingham, B31 1DX



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. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.

MAP KEYS

Severn Trent Sewer Record

	Abandoned Gravity Sewer		Blind Shaft		Sewer Chemical Injection Point
	Private Combined Gravity Sewer		Combined Use Manhole		Sewer Junction
	Private Foul Gravity Sewer		Disposal Site		Sewerage Air Valve
	Private Surface Water Gravity Sewer		Flushing Chamber		Sewerage Hatch Box Point
	Public Combined Gravity Sewer		Foul Use Manhole		Sewerage Isolation Valve
	Public Foul Gravity Sewer		Grease Trap		Soakaway
	Public Surface Water Gravity Sewer		Head Node		Surface Water Manhole
	Trunk Combined Gravity Sewer		Hydrobrake		Vent Column
	Trunk Foul Use Gravity Sewer		Lamphole		Waste Water Storage
	Trunk Surface Water Gravity Sewer		Outfall		Culverted Watercourse
	Abandoned Pressurised Sewer		Overflow		Protective Strip
	Combined Use Pressurised Sewer		Penstock		Pre-1937 Properties
	Foul Use Pressurised Sewer		Petrol Interceptor		Sewage Pumping Facility
	Surface Water Pressurised Sewer		Sewage Treatment Works		Sewer Facility Connection Inlet / Outlet
	Highway Drain		Sewer Blockage		
	Combined Lateral Drain (SS)		Sewer Collapse		
	Foul Lateral Drain (SS)				
	Surface Water Lateral Drain (SS)				

All Private Sewers are shown in magenta
All section 104 sewers are shown in green
All Non-Sewer Standard (NSS) Lateral Drains are shown in orange

Severn Trent Water Record

	Distribution Main		Pumping Facility		Water Isolation Valve (Closed)		Change in Characteristic
	Trunk Main (local/primary)		Booster Facility		Water Isolation Valve (Open)		Marker Post
	Strategic Main		Potable 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		Pressure Sustaining Valve		Stop Tap
	Domestic Customer Service Pipe		Water 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
	Aqueduct		Water Facility Connection		Washout (Single/Double)		Revenue Meter
	Duct		Pipe Support Structure		Bulk Meter		Housing, Building
	Pre-1937 Properties		Open Pipe		Water Hatch Box		Housing, Kiosk
	SSSI Area		Discharge		Pressure Tapping		Housing, Other
	Protective Strip		End Cap		Insertion Flow Meter Point		Quality Sample Point

For a detailed glossary of the above terminology please visit, <http://www.severntrentsearches.com/glossary>

Question 3

Q3

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.

Guidance Notes

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

Q4

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.

Guidance Notes

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

Q5

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

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

✓
Yes

Guidance Notes

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

Q6

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?

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

✓
No

Guidance Notes

Adoption of certain private sewers close to the property may be possible under Section 102 of the Water Industry Act 1991. Please consult Severn Trent Water.

Question 7

Q7

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

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.

✓
No

Guidance Notes

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

Q8

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



No

The public sewer map indicates that there are no public foul sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property.

Guidance Notes

The apparent absence of a public sewer within 100 feet of a building within the property is untypical. It may indicate that the property is connected to the public sewer through a length of private drain and/or private sewer running through third party private land or highway. The owner of the property covered by this HIP Report may have sole or shared liability for these lengths of private drain and/or private sewer up to the point where they connect into a public sewer. It is recommended that further investigation is made into how the property is connected to the public sewerage system.

Question 9

Q9

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.

Guidance Notes

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

Q10

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.

Guidance Notes

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

Q11

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.

Guidance Notes

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

Q12

Who are the Sewerage and Water Undertakers for the area?

The Sewerage Undertakers for the area are:


See Answer

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

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering 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: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

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

Question 13

Q13

Is the property connected to mains water supply?

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



Yes

Question 14

Q14

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.

Guidance Notes

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

Q15

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').

Guidance Notes

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 16

Q16

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.

Guidance Notes

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

Q17

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property of £28.10 for the current financial year.



Yes

Guidance Notes

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

Q18

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

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;



See Details

"(TP/FR) UNDER KITCHEN SINK **MD01".

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

For further information regarding the water meter serving this property please contact:

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

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

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

Question 19

Q19

Who bills the property for sewerage services?

The property is billed for sewerage services by:


See Details

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

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

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

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 20

Q20

Who bills the property for water services?

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: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

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

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.



See Details

Question 21

Q21

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

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



No

Guidance Notes

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.

Question 22

Q22

Is the property at risk of receiving low water pressure or flow?

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.



No

Guidance Notes

'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

Q23

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 standard on 31/01/2008. Result = 25 per 100ml. We have been unable to establish the cause of this exceedance. All investigational resamples following this exceedance were satisfactory.

Guidance Notes

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 within 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

Q24

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 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.

Guidance Notes

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

Q25

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



See Details

The nearest sewage treatment works is 4.326 KM to the West of the property. The name of the nearest sewage treatment works is Nunnington .

Guidance Notes

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.

Appendix 1

Terms and Expressions 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' in relation to a calendar year, 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,

'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 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 compensate you the original fee paid for the CON29DW Drainage and Water enquiry 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 and we have not communicated the reasons for the delay, you will receive the search free of charge.

A complaint will normally be dealt with fully within 4 weeks of the date of its receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for resolution. At your request we will liaise with counselling organisations on your behalf.

If you are not satisfied with the final decision, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS), contact details below. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

Complaints should be sent to:
Customer Services
Severn Trent Searches
PO Box 6187, Nottingham, NG5 1LE
Phone: 0115 962 7269
Email: enquiries@severntrentsearches.com

IPCAS can be contacted at:
IDRS Ltd, 24 Angel Gate,
City Road, London EC1V 2PT
Phone: 020 7520 3800
Fax: 020 7520 3829
E-mail: info@idrs.ltd.uk

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.

Residential DW Terms and Conditions - HIPS Revisions- Final Version 1.2doc

Severn Trent Searches is a trading name of Severn Trent Retail and Utility Services Ltd. Registered in England and Wales no.2562471 Registered office 2297 Coventry Road Birmingham, B26 3PU.

Leasehold and Commonhold Documents

Section 07

We certify this to be a true copy.

Henry Meri U do

WM 743026/01

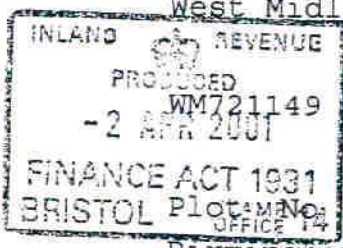
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HM LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1997
UNDERLEASE OF PART

ADMINISTRATIVE AREA

West Midlands: Birmingham

TITLE NUMBER



PROPERTY

14 Rosedale Estate, Birmingham

PARTICULARS

Date of Lease *16 March*, 2001

The Lessor Beazer Homes Limited
of St James House The Square
Lower Bristol Road Bath BA2 3SB

The Manager PEVEREL OM LIMITED (Company
registration number 2061041) of
Queensway House 11 Queensway New
Milton Hampshire BH25 5NR

The Lessee DAVID FRANCIS NORTH and EMMA
LOUISE NORTH of 19 Milner
Road Selly Park Birmingham

The Development The land described in the First
Schedule known for development
purposes as Rosedale Estate Long
Nuke Road Birmingham

"Head Lease" means a lease made between the
Lessor and Birmingham City
Council dated *31st* March 2000

DLR/CCE/BRM247.1

Land Registry
Official Copy
This copy may not be the same
size as the original

"Superior Landlord"

the Lessor, its successors in title, in the Head Lease

The Demised Premises

The Dwelling known as Plot Number [] more particularly described in the Third Schedule

The Rent

£50.00 per annum from the 31st day of March 2000 until the 31st day of March 2025

£75.00 from the 31st day of March 2025 until the 31st day of March 2050

£100.00 from the 31st day of March 2050 to the 31st day of March 2125

The Term

125 years (less 10 days) from the Commencement Date

The Commencement Date

31st March 2000

The Premium

£

The Declared Value

[SIXTY THOUSAND POUNDS (£60,000.00)] [TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00)]

Part A Proportion

[~~4.17~~ 2.50] % (Estate Costs)

Part B Proportion

[~~4.17~~ 2.50] % (Vehicle Gate & Lighting Costs)

SAVE THAT any of the said Proportions may be subject to variation from time to time in accordance with the provisions of Clause 7.9

THIS LEASE is made BETWEEN (1) the Lessor (2) the Manager and (3) the Lessee

WHEREAS:

- (1) The Lessor has previously granted leases of or intends hereafter to grant leases of the properties forming part of the Development as hereinafter defined each as separate and distinct properties and the Lessor has in every such lease imposed and intends in every future lease to impose the obligations set out in the Eighth Schedule to the intent that the lessee for the time being of any one of the Properties may enforce the observance by the lessee of any other of the Properties of the covenants in the form set out in Part two of the Eighth Schedule
- (2) The Lessor has agreed to grant to the Lessee a Lease of the Demised Premises for the Premium at the Rent and on the terms and conditions hereinafter appearing and the Manager has agreed to join in this Lease in the manner hereinafter appearing
- (3) The Manager is to undertake responsibility for the supply of services to the Development (but by the Lessor initially) for which the Lessee will pay the Lessee's Proportion of the Maintenance Expenses
- (4) The Lessor is to grant and the Manager has agreed to take an assignment of all the external common parts of the Development such assignment to be completed following the sale and purchase of the last Dwelling by the Lessor

NOW THIS DEED WITNESSETH as follows:

Definitions

In this Deed unless the context otherwise requires:

- "Accessways" means the footpaths common car parking (if any) access areas and private roads forming part of the Development and any footpaths car parking access areas and private roads substituted therefore
- "Communal Areas" means all gardens and grounds forming part of the Maintained Property
- "DevelopmentRegulations" means any reasonable regulations made by the Manager from time to time for the proper management and use of the Development
- "Dwellings" means the Properties and the Demised Premises forming the Development (as the context permits) and a Dwelling means any one of them
- "Lessee" includes the person for the time being entitled to the Term and where the Lessee is more than one person all covenants and agreements on the part of the Lessee herein contained shall be deemed to have been made jointly and severally by all such persons constituting the Lessee

"Lessee's Proportion"	means the proportion of the Maintenance Expenses payable by the Lessee in accordance with the provisions of the Seventh Schedule
"Lessor"	includes the person for the time being entitled to the reversion immediately expectant upon the Term
"Maintenance Expenses"	means the moneys actually expended or reserved for periodical expenditure by or on behalf of the Manager or the Lessor at all times during the Term in carrying out the obligations specified in the Sixth Schedule
"Maintained Property"	means those parts of the Development which are more particularly described in the Second Schedule and the maintenance of which is the responsibility of the Manager
"Management Lease"	means an Assignment made between (1) the Lessor and (2) the Manager of the Lessors leasehold interest under the Head Lease of the Maintained Property to be completed following the sale and purchase by the Lessor of the last Dwelling
"Parking Spaces"	means the car parking spaces shown on edged red Plan No 1 with the same plot number as the Demised Premises

"Plan No 1" [and "Plan No 2"] means the plan [s] annexed hereto and so numbered

"Properties" means the houses [and flats] shown uncoloured on Plan No 1 other than the Demised Premises

"Perpetuity Period" means Eighty years from the Commencement Date

"Service Installations" means sewers drains channels pipes watercourses gutters mains wires cables conduits aerials tanks apparatus for the supply of water electricity gas (if any) or telephone or television signals or for the disposal of foul or surface water

2. Interpretations

- 2.1 Words importing one gender shall be construed as importing any other gender and Words importing the singular shall be construed as importing the plural and vice versa
- 2.2 Persons include companies and all other legal entities
- 2.3 References to clauses schedules and paragraphs are to clauses schedules and paragraphs in this Lease and all headings do not form part of this Lease and shall not be taken into account in its construction or interpretation
- 2.4 Any reference to any specific statute or statutory provision includes references to any statutory modification extension or re-enactment of such statute or statutory provision and to any byelaws orders regulations or other subordinate legislation made under such statute or statutory provision from time to time

- 2.5 Any covenant by the Lessee not to do any act matter or thing shall be construed as including a covenant by the Lessee that such act matter or thing shall not be done
- 2.6 Where any party to this Lease comprises more than one person then the obligations and liabilities of that party under this Lease shall be joint and several obligations and liabilities of those persons

3. Demise

IN consideration of the Premium now paid by the Lessee to the Lessor (the receipt whereof is hereby acknowledged) and of the Rent hereinafter reserved and contained THE LESSOR with Full Title Guarantee HEREBY DEMISES AND CONFIRMS unto the Lessee ALL AND SINGULAR the Demised Premises TOGETHER WITH the rights set out in the Fourth Schedule to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and SUBJECT however to the Lessee's covenants hereinafter contained TO HOLD the same unto the Lessee for the Term calculated from the Commencement Date SUBJECT TO the burden of, the covenants or agreements already entered into by the Lessor and the Manager with the lessee or tenant of any of the Properties for the observance of the Development Regulations and to all rights and easements appertaining to any other property adjoining the Development and SUBJECT TO all covenants stipulations and other matters hereinafter contained or referred to in the Charges Register of the title above referred to so far as the same relate to or affect the Demised Premises and SUBJECT ALSO TO the rights set out in the Fifth Schedule (which so far as not already affecting the Lessor's estate in the Demised Premises are hereby excepted and reserved from this demise) YIELDING AND PAYING THEREFOR during the Term the Rent and in any event to be paid by equal half yearly payments in advance on the First day of September and the First day of March in each year the first of such payments being a proportionate payment to be made on the execution hereof

AND ALSO paying on demand by way of further or additional rent the Lessees Proportion

4. The Lessee's Covenants

THE LESSEE for the mutual protection of the Lessor and of the Manager and of the lessees of the Properties HEREBY COVENANTS:

- 4.1 With the Lessor to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule and to observe and perform all covenants and stipulations contained or referred to in the Charges Register (if any) of the Title above referred to so far as the same relate to or affect the Demised Premises and to indemnify the Lessor against all actions proceedings costs claims and demands in respect of any breach non-observance or non-performance thereof
- 4.2 With the Manager to observe and perform the obligations on the part of the Lessee set out in Parts One and Two of the Eighth Schedule
- 4.3 With the lessees of the Properties to observe and perform the obligations on the part of the Lessee set out in Part Two of the Eighth Schedule

5. The Lessor's Covenants

The LESSOR relying on the covenants on the part of the Lessee herein contained HEREBY COVENANTS with the Lessee to observe and perform the obligations on the part of the Lessor set out in the Ninth Schedule

6. The Manager's Covenants

THE MANAGER in consideration of the covenants on the part of the Lessor and the Lessee herein contained HEREBY COVENANTS with the Lessor and as a separate covenant with the Lessee to observe and perform the obligations on the

part of the Manager set out in the Tenth Schedule PROVIDED ALWAYS THAT if at any time the Manager shall reasonably consider that it would be in the general interests of the lessees of the Dwellings in the Block or the Development so to do the Manager shall have power to discontinue any of its obligations which in its opinion shall have become impracticable or obsolete PROVIDED THAT in deciding whether or not to discontinue any such matter the Manager shall agree with the views and wishes of the majority of the lessees of the Development

7. Agreements And Declarations

IT IS HEREBY AGREED AND DECLARED as follows:

- 7.1 That if any Rent hereby reserved or any part thereof shall be unpaid for thirty days next after the same shall have become due (whether the same shall have been lawfully demanded or not) or if any covenant by the Lessee or condition herein contained shall not be performed or observed by the Lessee then and in any such case it shall be lawful for the Lessor or any person or persons authorised by it in that behalf or the Manager at any time thereafter to re-enter the Demised Premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any antecedent breach or non-observance by the Lessee of the covenants or conditions herein contained PROVIDED ALWAYS that notice of contemplation of re-entry shall first be served on any mortgagee with an interest in the Demised Premises in respect of which details have previously been provided to the Lessor or the Manager and no re-entry shall be effected until the expiry of 28 days after the service of any such notice
- 7.2 That all rights and obligations of the Lessor and the Lessee respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest

hereby created and shall accordingly be enjoyed and performed by the persons in whom such reversion and leasehold interest respectively shall for the time being be vested

- 7.3 That nothing herein contained shall be construed as entitling the Lessee to require that all or any of the covenants herein contained shall be imposed upon or enforced in respect of any property adjoining or neighbouring the Development
- 7.4 That the Manager shall have power to make and at any time vary such Development Regulations as it may think fit for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Dwellings
- 7.5 Section 196 of the Law of Property Act 1925 (as amended by the Recorded Delivery Service Act 1962) shall apply to any notice demand or instrument authorised to be served hereunder and any notice served by the Lessor shall be sufficiently served if served by any agent of the Lessor
- 7.6 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within the Perpetuity Period
- 7.7 That the Lessee shall not be entitled to any right of access of light or air to the Demised Premises (except those expressly hereby granted) which would restrict or interfere with the free use of the adjoining...or neighbouring land of the Lessor for building or any other purpose
- 7.8 (Where the Lessee is more than one person) the Lessees declare that they shall hold the Demised Premises upon trust to sell the same and to hold the net proceeds of sale and the net income thereof in trust for themselves as [joint tenant][tenants in common] and the Lessee declares that the survivor [can][cannot] give a valid

receipt for capital money arising on a disposition of the Demised Premises

- 7.9 If at any time (including retrospectively) it should become necessary or equitable to do so the Manager (acting reasonably) shall recalculate on an equitable basis the percentage figure(s) comprised in the Lessee's Proportion appropriate to all the Properties comprising the Development and shall then notify the lessees accordingly and in such case as from the date specified in the said notice the Lessee's Proportion so recalculated and notified to the Lessee in respect of the Demised Premises shall be substituted for that set out in the Particulars and Paragraph 1 of the Seventh Schedule and the Lessee's Proportion so recalculated in respect of the said Properties shall be notified by the Manager to the lessees thereof and shall be substituted for those set out in their leases
- 7.10 A person (a "Third Party") who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed notwithstanding that any such term may purport to confer or may be construed as conferring a benefit on such Third Party AND this does not affect any right or remedy of such Third Party which exists or is available apart from that Act

8. Restriction

THE Lessor and the Lessee hereby apply to the Chief Land Registrar for entry on the Register of the following Restriction on the title to the Demised Premises:

"RESTRICTION - Except under an order of the Registrar no transfer or other dealing of the land in this title (except a charge dated contemporaneously with a transfer) by either the proprietor(s) of the land or any chargee under its power of sale is to be registered unless a certificate is given by either the Solicitor or Secretary

of Peverel OM Ltd of PO Box No 63 Luton Bedfordshire LU2
9~~2~~⁴ that notice of such transfer or other dealing has
been given to the said Peverel OM Ltd "

AEB

9. Certificate Of Value

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or aggregate amount or value of the consideration exceeds the Declared Value

The First Schedule

The Development

ALL THAT piece of land situate on the South West of Long Nuke Road Northfield Birmingham now or formerly comprised in Title Number WM721149 together with any adjoining land which may be added thereto within the Perpetuity Period and together with any buildings or structures erected or to be erected thereon or on some part thereof

The Second Schedule

The Maintained Property

1. The Maintained Property shall comprise (but not exclusively):
 - 1.1 The Accessways the gardens and grounds shown on Plan No 1
 - 1.2 All Service Installations not used exclusively by any individual Dwelling
 - 1.3 The Communal Areas

2. EXCEPTING AND RESERVING from the Maintained Property:

2.1 All Service Installations exclusively serving individual Dwellings

The Third Schedule

The Demised Premises

1. ALL THAT the [house] [~~bridge unit~~] [~~flat~~] shown edged red on the Plan [~~at first floor level~~] and parking space/s also edged red on the Plan being part of the Development [~~but excluding the accessway underneath the [bridge unit] [flat] at ground level~~] TOGETHER WITH (for the purpose of obligation as well as grant) firstly all structural parts thereof including [the foundations below the house and] the roof and roof space above the house [~~bridge unit~~] [~~flat~~] and secondly, all Service Installations used solely for the purpose of this house [~~bridge unit~~] [~~flat~~] EXCEPTING AND RESERVING from the Demised Premises the structural wall (if any) dividing the Demised Premises from any other Dwelling on the Development which shall be party walls.

The Fourth Schedule

Rights Included In The Demise

1. The right (in common with the Lessor the Manager and all other persons similarly entitled) to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to the Demised Premises through and from the Service Installations forming part of the Development

2. The right of support and shelter for the Demised Premises by and from the other parts of the Development
3. The right to the benefit of the covenants entered into or to be entered into by the lessees of the Properties with the Lessor for the observance and performance of the covenants in the form set out in Part Two of the Eighth Schedule
4. Such rights of access to and entry upon the other parts of the Development as are necessary for the proper performance of the Lessee's obligations hereunder or for the repair decoration maintenance or inspection of the Demised Premises the Lessee in exercising such rights causing as little damage as possible and making good any damage caused
5. The right for the Lessee and the tenant or occupiers of the Demised Premises his or their employees and visitors (in common with all other persons having the like right) to go pass and re-pass at all times and for all purposes of access to and egress from the Demised Premises only with or without vehicles (as appropriate) over and along the Communal Areas and the Accessways
6. The right to exclusive use of the Parking Space for the purpose of parking a private motor vehicle not exceeding three tonnes gross laden weight

The Fifth Schedule

Rights To Which The Demise Is Subject

1. The right of support and shelter for the other parts of the Development by and from the Demised Premises

2. Such rights of access to and entry upon the Demised Premises by the Lessor its lessees and tenants and the Manager as are necessary for the proper performance of its or their obligations hereunder or under covenants relating to other parts of the Development for the repair decoration maintenance or inspection of other parts of the Development]
3. The right for the Lessor at any time or times hereafter without obtaining the consent of or paying compensation to the Lessee:
 - 3.1 To build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Development according to such plans and to such height extent or otherwise and in such manner as the Lessor shall think fit notwithstanding that such buildings as so built rebuilt or altered may obstruct any lights windows or other openings in or on the Demised Premises
 - 3.2 To alter the layout of the Accessways and Communal Areas but not so as to prejudice access to the Demised Premises
4. The right (so far as necessary in common with the Lessee) for the Lessor its lessees and tenants and the Manager to the free passage and running of water soil gas (if any) electricity telegraphic and other services from and to those parts of the Development not included in the Demised Premises through and from any appropriate Service Installations within the Demised Premises TOGETHER WITH all easements rights and privileges necessary and proper for inspecting cleaning repairing maintaining and reinstating the same

The Sixth Schedule

The Maintenance Expenses

PART "A"

(Estate Costs)

1. Keeping the gardens and grounds of the Maintained Property generally in a neat and tidy condition and tending and renewing any lawns flower beds shrubs and trees forming part thereof as necessary and maintaining repairing and where necessary reinstating any boundary wall hedge or fence (if any) on or relating to the Maintained Property including any benches seats garden ornaments sheds structures or the like
2. Keeping the Accessways in good repair and clean and tidy and clearing snow from the Accessways where necessary Provided That there shall be no liability upon the Lessor or the Manager to carry out snow clearance unless requested by not less than 85 % of the persons entitled to use the Accessways
3. Repairing maintaining inspecting and as necessary reinstating or renewing the Service Installations forming part of the gardens grounds Accessways of the Maintained Property

PART "B"

(Vehicle Gate & Lighting Costs)

1. Inspecting, maintaining, repairing and where necessary reinstating, replacing and insuring the vehicle entrance gates giving access to the Development.
2. Inspecting, maintaining, renewing, reinstating and replacing any Service Installations forming part of the vehicle entrance gates.

3. The cost of all electricity used including bulb replacement for lighting within the Maintained Property.

PART "C"

(Costs applicable to any or all of the previous parts of this Schedule)

1. Insuring any risks for which the Manager may be liable as an employer of persons working or engaged in business on the Maintained Property or as the owner of the Maintained Property or any part thereof in such amount as the Manager shall reasonably think fit
2. Providing and paying such persons as may be necessary in connection with the upkeep of the Maintained Property
3. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part thereof except insofar as the same are the responsibility of an individual lessee of any of the Dwellings
4. Paying any value added tax chargeable in respect of any of the matters referred to in this Schedule
5. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a local authority in connection with the Development or any part thereof insofar as the same is not the liability of or attributable to the lessee of any of the Dwellings
6. Preparing and supplying to the lessee of any of the Dwellings copies of any Development Regulations
7. Generally managing and administering the Maintained Property and protecting the amenities of the Maintained Property and for that purpose if necessary employing a firm of managing agents (Provided Always that the payment

of such managing agents shall be met exclusively from the fees more particularly detailed in paragraph 12 hereto) or consultants or similar and the payment of all costs and expenses incurred by the Manager:

- 7.1 in the running and management of the Development and the collection of the rents (if any) and service charges and in the enforcement of the covenants and conditions and regulations contained in the leases of the Dwellings and any Development Regulations
- 7.2 in making such applications and representations and taking such action as the Manager shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Lessee or any Under-lessee of the Properties in the Development or on the Manager in respect of the Development or the curtilages thereof or all or any of the flats or parking spaces therein and
- 7.3 in the valuation of the Building(s) from time to time for insurance purposes
- 7.4 in the preparation for audit of the service charge accounts
8. Enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the Dwellings
9. Employing a qualified accountant for the purpose of auditing the accounts in respect of the Maintenance Expenses and certifying the total amount thereof for the period to which the account relates
10. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made thereunder relating to the Development insofar as such

compliance is not the responsibility of the lessee of any of the Dwellings

11. Providing inspecting maintaining repairing reinstating and renewing any other equipment and providing any other service or facility which in the opinion of the Manager it is reasonable to provide
12. The reasonable and proper fees of the Manager for its general management of the Development
13. Such sum as shall be considered necessary by the Manager (whose decision shall be final as to questions of fact) to provide a reserve fund or funds for items of future expenditure to be or expected to be incurred at any time in connection with the Maintained Property
14. Operating maintaining and (if necessary) renewing the lighting water and power supply apparatus from time to time of the Maintained Property and providing such additional lighting water or power supply apparatus as the Manager may reasonably think fit
15. All other reasonable and proper expenses (if any) incurred by the Manager in and about the maintenance and proper and convenient management and running of the Development including in particular but without prejudice to the generality of the foregoing any expenses incurred in rectifying or making good any inherent structural defect on any part of the Development (except in so far as the cost thereof is recoverable under any insurance policy for the time being in force or from a third party who is or who may be liable therefor) any interest paid on any money borrowed by the Manager to defray any expenses incurred by it and specified in this Schedule any costs imposed on the Manager in accordance with Paragraph 3 of the Seventh Schedule any legal or other costs reasonably and properly incurred by the Manager and otherwise not recovered in taking or defending proceedings (including any arbitration) arising out of

any lease of any part of the Development or any claim by or against any lessee or tenant thereof or by any third party against the Manager as owner lessee or occupier of any part of the Development

The Seventh Schedule

The Lessee's Proportion of Maintenance Expenses

1. The Lessee's Proportion means:

1.1 The Part A Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "A" of the Sixth Schedule and of whatever of the matters referred to in Part "C" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "A" of the said Schedule

1.2 the Part B Proportion of the amount attributable to the costs in connection with the matters mentioned in Part "B" of the Sixth Schedule and of whatever of the matters referred to in Part "C" of the said Schedule are expenses properly incurred by the Manager which are relative to the matters mentioned in Part "B" of the said Schedule

2. The certification of the accountant referred to in Paragraph 9 of Part C of the Sixth Schedule shall (subject as hereinafter mentioned) be binding on the Manager and the Lessee unless manifestly incorrect

3. If the Lessee shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurance matters mentioned in the Sixth Schedule being insufficient then the Lessee shall refer the matter in dispute for determination by a

person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall bind both parties and whose costs shall be borne by whomsoever the said person shall decide PROVIDED THAT any said objection by the Lessee shall not affect the obligation of the Lessee to pay to the Manager the Lessee's Proportion in accordance with Paragraph 6 of this Schedule and after the decision of any person appointed as aforesaid any overpayment by the Lessee shall be credited against future payment due from the Lessee to the Manager under the terms of this Schedule

4. The amount of Maintenance Expenses shall be adjusted to take into account any sums received by the Manager as contribution towards the cost of the matters mentioned in the Sixth Schedule from the owners lessees or occupiers of any adjoining or neighbouring properties to the Development
5. An account of the Maintenance Expenses (distinguishing between actual expenditure and reserve for future expenditure) for the period ending on the 31st day of August Two thousand and one and for each subsequent year ending on the 31st day of August during the Term shall be prepared as soon as is practicable and the Manager shall if it so decides or if requested in writing by the Lessee to do so serve a copy of such account and of the accountants certificate on the Lessee
6. The Lessee shall pay to the Manager the Lessee's Proportion of the Maintenance Expenses in manner following that is to say:
 - 6.1 In advance on the First day of March and the First day of September in every year throughout the Term one half of the Lessee's Proportion of the amount estimated from time to time by the Manager or its managing agents as the Maintenance Expenses for the

year the first payment to be apportioned (if necessary) from the date hereof

6.2 Within twenty one days after the service by the Manager on the Lessee of a certificate in accordance with Paragraph 9 of Part C of this Schedule for the period in question the Lessee shall pay to the Manager the balance by which the Lessee's Proportion received by the Manager from the Lessee pursuant to Sub-Paragraph 6.1 of this Schedule falls short of the Lessee's Proportion payable to the Manager as certified by the said certificate during the said period and any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Manager

The Eighth Schedule

Covenants by the Lessee

Part One

Covenants Enforceable by the Lessor and the Manager

1. To pay to the Lessor or its authorised agent the Rent hereinbefore reserved on the days and in the manner herein provided
2. To pay to the Manager or its authorised agent (or to the Lessor in the event that the Lessor is managing pursuant to paragraph 1 of the Ninth Schedule) the Lessee's Proportion at the times and in the manner herein provided
3. To pay interest at the rate of four per centum (4%) above Barclays Bank plc Base Rate from time to time on all sums payable by way of the rents-reserved under the terms of this Lease which may be in arrear from the date 14 days

after such payment shall be due until the date of actual payment

4. To pay all costs charges and expenses (including legal costs and fees payable to a Surveyor) incurred by the Lessor in or in contemplation of any proceedings or service of any notice under Sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses aforesaid of and incidental to the inspection of the Demised Premises the drawing up of schedules of dilapidations and notices and any inspection to ascertain certain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the Court
5. To yield up at the termination of the Term the Demised Premises together with any landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions herein contained
6. At any time within six calendar months prior to the termination of the Term to permit intending lessees and tenants authorised by order in writing of the Lessor or its agents to view the Demised Premises at reasonable hours in the day-time by appointment
7. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Demised Premises or any part thereof or by the landlord tenant owner or occupier thereof
8. To keep the Manager and the Lessor indemnified in respect of charges for other services payable in respect of the

Demised Premises which the Lessor or the Manager shall from time to time during the Term be called upon to pay such sums to be repaid to the Lessor or the Manager on demand

9. To repair and keep the Demised Premises and all Service Installations exclusively serving the same (but excluding such parts of the Demised Premises as are included in the Maintained Property) and every part thereof and all landlord's fixtures and fittings therein and all additions thereto in good and substantial repair order and condition at all times during the Term including the renewal and replacement forthwith of all worn or damaged parts but so that the Lessee shall not be liable for any damage which may be caused by any of the risks covered by the insurance referred to in the Sixth and Ninth Schedules (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or of any member of the family employee or visitor of the Lessee or other such occupiers) or for any work for which the Manager may be expressly liable under the covenants on the part of the Manager hereinafter contained
10. If the Lessee shall (in the exercise of the rights conferred upon him by Paragraph 4 of the Fourth Schedule) require access to any other part of the Development to give at least seventy-two hours notice in writing (except in cases of extreme urgency) to the Manager or its agents and to the occupiers of that part of the Development to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Development but shall act carefully and reasonably doing as little damage as possible to any part of the Development and making good all damage done at the Lessee's own expense
11. As often as may be reasonably necessary in order to maintain a high standard decorative finish to redecorate the exterior and the interior of the Demised Premises in a good workmanlike manner and with appropriate materials

of good quality to the reasonable satisfaction of the Manager.

12. To clean all the internal and external surfaces of all windows of the Demised Premises at least once in every four weeks
13. To permit the Lessor or the Manager or Superior Landlord with or without workmen and others at any convenient hours in the day-time having given reasonable prior written notice to enter into and upon the Demised Premises to take inventories of the landlord's fixtures fittings and appliances therein and to view the condition thereof and upon notice being given to the Lessee specifying any repair or works necessary to be done for which the Lessee is liable hereunder forthwith to comply with the same and if the Lessee shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Lessor or the Manager or their respective agents with or without workmen and appliances to enter upon the Demised Premises and cause such repairs or works to be executed and the cost thereof shall be payable by the Lessee on demand
14. To make good any damage to any part of the Development caused by any act or omission or negligence of any occupant of or person using the Demised Premises and (without prejudice to the generality of the foregoing) not to damage or interfere with the aeriels and services of the Development (whether or not attached to or included in the Demised Premises) or any other equipment referred to in the Sixth Schedule
15. Not to bring into the Demised Premises or any part thereof any article which may become dangerous to the Development or the occupants thereof
16. Not to do or permit or suffer any act or omission which may make void or voidable any insurance of the Maintained

Property or the insurance of premises adjoining the Maintained Property and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Maintained Property or any part thereof may for the time being be insured

17. Forthwith to make good to the Manager or the Lessor all loss or damage sustained by the Manager or the Lessor consequent upon any breach of the last mentioned provision
18. Not to do or permit or suffer to be done any act matter or thing on or in respect of the Demised Premises which contravenes the provisions of the Town and Country Planning Act 1990 or any enactment amending or replacing it and to keep the Lessor and the Manager indemnified against all claims demands and liabilities in respect of any such contravention
19. To comply with and make all reasonable endeavours to ensure that all persons living in or visiting the Demised Premises or using the Parking Space or any part of the Maintained Property shall comply with the Development Regulations
20. To deliver to the Lessor forthwith a copy of every notice or other document of whatever description affecting or likely to affect the Demised Premises or any part thereof received by the Lessee from any authority or person whatsoever whether such notice or other document as aforesaid be served upon the Lessee or upon any sub-tenant of the Lessee and at the request of the Lessor to make or join with the Lessor on making such objections or representations against or in respect of any notice or other document as aforesaid as the Lessor shall deem expedient
21. To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order

rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate Minister or Court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Lessee is liable hereunder and forthwith to give notice in writing to the Lessor of the making or giving of such order direction or requirements as aforesaid

22. Not at any time without the previous consent in writing of the Superior Landlord and the Lessor (such consent not to be unreasonably or arbitrarily withheld or delayed) to make any structural alterations or additions to the Demised Premises or any part thereof and if such consent in writing be granted not to make such alterations or additions except in accordance with plans previously approved in writing by the Superior Landlord and the Lessor (such approval not to be unreasonably or arbitrarily withheld or delayed).
23. Not to display or hang any window boxes clothes washing aeriels satellite dishes or any similar telecommunication transmission or reception apparatus or thing from the Demised Premises (except aeriels placed there by the Lessor or the Manager)
24. Not at any time during the Term:

24.1 under-let the whole or any part of the Demised Premises save that an under-letting of the whole of the Demised Premises is permitted in the case of an assured shorthold tenancy agreement (or any other form of agreement which does not create any rights of tenancy for the tenant) without the prior written consent of the Manager or its agents (such consent not to be unreasonably withheld or delayed)

- 24.2 grant any under-lease of the whole or any part of the Demised Premises save that an under-lease of the whole of the Demised Premises is permitted with the prior written consent of the Lessor its agents (such consent not to be unreasonably withheld or delayed)
- 24.3 separately assign transfer or part with the possession or occupation of any part or parts of the Demised Premises but only to assign transfer or part with the possession thereof as a whole and not to assign transfer or part with the possession or occupation of the Demised Premises during the last seven years of the Term without the prior written consent of the Manager or its agents (such consent not to be unreasonably withheld or delayed)
25. On the occasion of every assignment or transfer of the Demised Premises for the unexpired portion of the Term and in every under-lease which may be granted to insert a covenant by the assignee transferee or underlessee (as the case may be) directly with the Manager to observe and perform the covenants conditions and obligations on the part of the Lessee in this Lease and the covenants conditions and obligations contained in Parts One and Two of the Eighth Schedule of this Lease (other than payment of the rents reserved under the terms and conditions of this Lease in the case of any under-lease which for the avoidance of any doubt shall remain to be performed by the Lessee)
26. Within one month after the date of any and every assignment transfer mortgage charge under-lease (including any immediate or derivative under-lease) of the Demised Premises for any term assignment of such under-lease or grant of probate or letters of administration order of court or other matter disposing of or affecting the Demised Premises or devolution of or transfer of title to the same to give or procure to be given to the Manager notice in writing of such dealing aforesaid with a certified copy of the instrument

effecting any such dealing AND ALSO to pay or cause to be paid at the same time to the Manager such reasonable fee appropriate at the time of registration in respect of any such notice examination of documents and registration affecting the Demised Premises PROVIDED ALWAYS that in the case of a contemporaneous transfer and mortgage the fee shall only be payable on one of such matters

27. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Manager any employee or agent of the Manager and not to carry out any decoration repair maintenance or otherwise upon the exterior of the Building(s) or any other part or parts of the Maintained Property

28. At all times to insure and keep insured the Demised Premises against all usual risks for the full cost of reinstatement of the Demised Premises including Architects, Surveyors and other professional fees payable upon any applications for planning permission or other permits or consents that may be required in relation to the reinstatement of the Demised Premises and for the cost of debris removal, demolition, site clearance and any works that might be required by statute and incidental expenses together with any Value Added or similar tax

29. If at any time the Demised Premises or any part of them are damaged or destroyed, the Lessee shall (subject to being able to obtain all planning permissions that may be required under the Planning Act to enable the lessee to reinstate with the Tenant using all reasonable endeavours to procure the same) and as soon as reasonably possible after such planning permissions have been obtained or promptly where no permissions are required apply all money received in respect of such insurance and reinstating the Demised Premises so destroyed or damaged the Lessee making up any deficiency out of its own monies.

30. Not to allow any advertisements, bills, signs, notices or posters to be displayed or exhibited on any external walls, roofs, gable ends or fascias or on any windows of the Demised Premises or any walls or fences enclosing the Demised Premises, nor shall any hoardings, notices, notice boards, signs or advertisements be erected on any part of the Demised Premises.

PART TWO

Covenants enforceable by the Lessor and the Manager and lessees of the Properties

1. Not to use or suffer to be used the Demised Premises for any purpose whatsoever other than as a private residence for occupation by a single household and in particular not to carry on or permit or suffer to be carried on in or from the Demised Premises any trade business or profession
- 2.1 Not to use the Parking Space for any purpose other than for the purpose of parking a private motor vehicle not exceeding three tonnes in gross laden weight or motor cycle thereon and
- 2.2 Not to park or allow to be parked any motor vehicle wheeled vehicle or other form of transport on any other part of the Development
3. Not to allow any trailer caravan or boat or other similar chattel to be brought on to any part of the Development
4. Not to carry out nor allow to be carried out on a professional basis any vehicle maintenance on any part of the Development
5. Not to allow or cause to be allowed the deterioration of any vehicle on the Development to an unreasonable condition nor to abandon any vehicle whatsoever on any part of the Development and in the event of any breach of this covenant it shall be lawful for the Manager without

prejudice to its rights hereunder to arrange for the removal of such neglected or abandoned vehicle and to recover from the Lessee any costs incurred by them

6. Not to obstruct or permit to be obstructed at any time the Accessways
7. Not to use or permit or suffer the Demised Premises to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Demised Premises any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Lessor the Manager or to the lessees or occupiers of the Properties or to all owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a local authority insofar as the same is the liability of or wholly or partially attributable to the default of the Lessee and not to exhibit any notice advertisement name plate or placard of any kind upon the Demised Premises except a notice for the sale or underletting of the Demised Premises which notice may be displayed only in a window of the Demised Premises or in such other place (if any) as the Manager may approve in writing

The Ninth Schedule

Covenants On The Part Of The Lessor

1. That if the Manager goes into liquidation for any reason (whether compulsory or voluntary) or fails to observe and perform its covenants under this Lease then and in any such case the Lessor will carry out the matters mentioned in the Sixth Schedule and the Tenth Schedule insofar as they remain reasonably capable of being performed

2. That the leases granted by the lessor of the Properties contain covenants on the part of the various lessees to observe the like obligations as are contained in the Eighth Schedule as appropriate to each Property
3. That the Lessee paying the Rents reserved in this Lease and observing and performing the several covenants on his part and conditions herein contained shall peaceably hold and enjoy the Demised Premises and the rights hereby granted during the Term without any lawful interruption from or by the Lessor or any person lawfully claiming under or in trust for it
4. That as soon as practicable after the erection of the Dwellings has been completed the Lessor will complete the surfacing and landscaping of the external grounds forming part of the Maintained Property
5. That if required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties PROVIDED THAT the Lessee shall (if required) indemnify the Lessor against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Lessor may reasonably require
6. That until a deed in similar form to this Lease has been granted in the case of each Property (and in respect of any period during which a deed in similar form to this Lease shall not for any reason at any time be in force) contribute in respect of each such Property a due proportion of all debts losses liabilities and expenses due to the Manager in accordance with Paragraph 1 of the Seventh Schedule as if the Lessor were the lessee of such Property until such time as the Lessor shall have disposed of his interest in any such Property

7. To comply with the covenants on the part of the Tenant contained in the Head Lease (so far as the same are not to be observed and performed by the Lessee hereunder) and at the request and cost of the Lessee (the Lessee to provide such security for costs as is in the opinion of the Landlord reasonably necessary) to enforce the obligations and covenants on the part of the Superior Landlord.

The Tenth Schedule

Covenants On The Part Of The Manager

1. Conditional on the Manager having first received payment of the Lessees Proportion then to carry out the works and do the acts and things set out in the Sixth Schedule as appropriate to each type of Dwelling PROVIDED THAT:
 - 1.1 The Manager shall in no way be held responsible for any damage caused by any want of repair to the Maintained Property or defects therein for which the Manager is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Manager and the Manager has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice
 - 1.2 Nothing in this covenant contained shall prejudice the Manager's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Manager or the Maintained Property by the negligence or other wrongful act or default of such person
 - 1.3 The Manager shall not be liable for any failure to provide employees and workmen necessary in connection with the Maintained Property if it shall have used all reasonable endeavours to obtain them

2. To use all reasonable endeavours to recover the contributions towards the cost of the matters referred to in the Sixth Schedule which may be due from the lessees of any of the Dwellings
3. The Manager shall ensure that the reserve fund or funds referred to in the Sixth Schedule shall be kept in a separate trust fund account and any interest on or income of the said fund shall be held by the Manager in trust for the lessees of the Dwellings and insofar as such funds were contributed by the Lessor in trust for the Lessor and shall only be applied in connection with the matters detailed in the Sixth Schedule
4. If the Manager shall (in exercise of the rights hereinbefore reserved) require access to the Demised Premises to give at least forty eight hours notice in writing (except in cases of extreme urgency) to the Lessee the Manager on giving such notice being entitled to carry out the said repairs or works to the Demised Premises but so that the Manager shall act carefully and reasonably doing as little damage to the Demised Premises as may be and making good all damage done
5. If required by the Lessee for the reasonable protection of the Demised Premises to enforce or assist the Lessee in enforcing the said covenants entered into or to be entered into by a lessee of any one or more of the Properties provided that the Lessee shall (if required) first indemnify the Manager against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Manager may reasonably require
6. Forthwith unless prevented by government or other regulations strikes lockouts and other causes beyond the control of the Manager to arrange for the rebuilding repairing or reinstating in a good and substantial manner such part or parts of the Development as may from time to time be destroyed or damaged applying for the purpose the

money to be received by virtue of the insurance of the Maintained Property referred to in the Sixth Schedule

7. To provide the Lessee on demand with a certificate for the purposes of Clause 8 provided that the provisions set out in the Eighth Schedule have been reasonably complied with

SIGNED as a DEED on
behalf of BEAZER HOMES LIMITED
by Timothy James Buckley
and JANET SUSAN FELLOWS in
exercise of the powers
conferred on them by a Power
of Attorney dated
9th August 2000

T Buckley
J S Fellows

H. Roberts

BEAZER HOMES LTD
HEATH STREET
BILSTON
WEST MIDLANDS
B71 4DY

Secretary

SIGNED as a DEED by)
PEVEREL OM LIMITED)
Acting by its attorney)
~~D A Billson/A E Billson/M W~~
White)
In the presence of:

[Handwritten signature]

Witness: ...*R. Swan*.....)

Name: ...*ROSEMARY J. SWAN*....)

Address: c/o Peverel OM Ltd

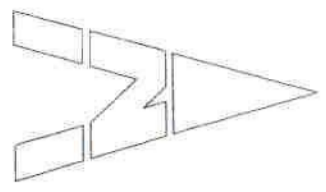
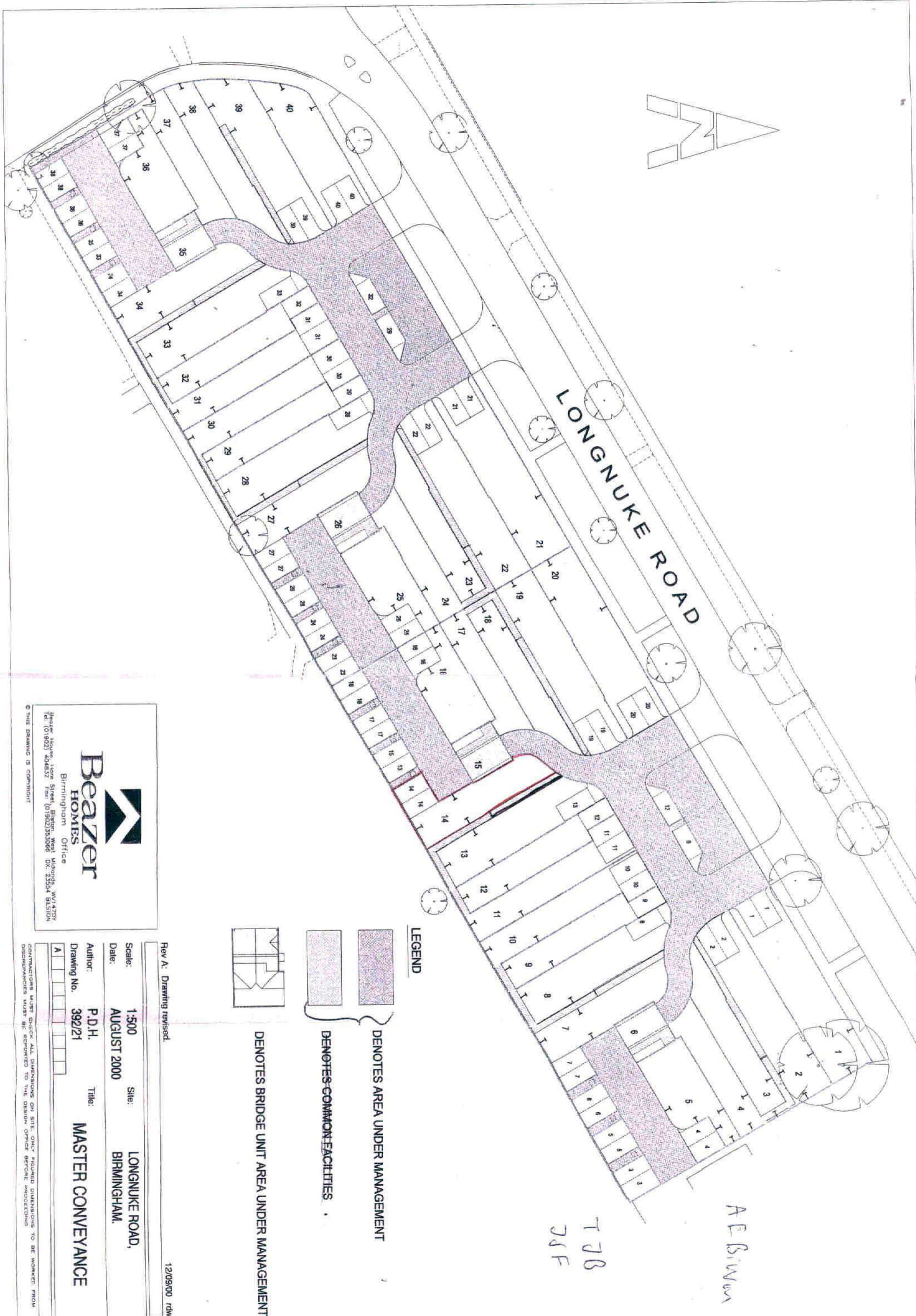
Marlborough House
Wigmore Lane
Luton LU2 9EX

SIGNED as a DEED)
by the Lessee in the presence
of:)

Witness:)

Name:)

Address:)



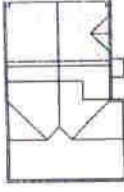


LONGNUKE ROAD

AE BIRMIN

TJB
JGF

LEGEND

-  DENOTES AREA UNDER MANAGEMENT
-  DENOTES COMMON FACILITIES
-  DENOTES BRIDGE UNIT AREA UNDER MANAGEMENT

Rev A: Drawing revised.

12/09/00 rdw

Scale: 1:500
Date: AUGUST 2000
Site: LONGNUKE ROAD, BIRMINGHAM.

Author: P.D.H.
Drawing No. 392/21
Title: MASTER CONVEYANCE



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HIP Code



HIPcode

Important Protection

The Home Information Pack (HIP) Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on information included within a Home Information Pack provided on residential property within England and Wales. It sets out minimum standards which organisations providing HIPs have to meet. This information is designed to introduce the HIP Code to you.

By giving you this information, your HIP provider is confirming that they keep to the principles of the HIP Code. This provides important protection for you.

The Code's main commitments

The HIP Code's key commitments say that HIP organisations will:

- Provide HIPs promptly and include the most up-to-date available information when compiled.
- Handle complaints speedily and fairly.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all HIP services comply with relevant laws, regulations and industry standards

Keeping to the HIP Code

How HIP providers keep to the HIP Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your HIP provider failing to keep to the Code.

Contact Details

The Property Codes Compliance Board - please contact:

Email: info@propertycodes.org.uk

You can also get more information about the Property Codes Compliance Board from our website at: www.propertycodes.org.uk

PLEASE ASK YOUR HIP PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL HIP CODE.

Complaints Procedure - Information for customers

If you want to make a complaint, we will deal with it speedily and fairly. We will:

- Acknowledge your complaint within 5 working days of receipt
- Try and resolve your complaint fully within 4 weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer and you will receive a response at the very latest within 8 weeks.
- Liaise with counselling organisations acting on your behalf, if you ask us to.
- Send you a final decision on the complaint in writing.

If you are not satisfied with the final decision, you may refer the complaint to the Independent Property Codes Adjudication Scheme (IPCAS) and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the IPCAS and comply with any decision.

Complaints should be sent to:

Hipsco Ltd
Unit K7, Snowdon Road
St Annes
Lancs
Phone: 0800 011 2110
Email: j.wilson@hipsco.co.uk

IPCAS can be contacted at:

IDRS Ltd, 24 Angel Gate, City Road, London EC1V 2PT
Phone: 020 7520 3810
Fax: 020 7520 3829
E-mail: info@idrs.ltd.uk



my hip home



ASSOCIATION OF
HOME INFORMATION
PACK PROVIDERS