



Your Home Information pack





INDEX

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

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

Home Information Pack Index

Insert address of property to be sold below and include postcode

Flat 2, Janie Court, 135
Wake Green Road
Birmingham
West Midlands
B13 9UT

About this form:

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

PART 1 – General – Required Documents

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

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. Index	<input checked="" type="checkbox"/>	13/02/2010
2. Property Information Questionnaire	<input checked="" type="checkbox"/>	05/02/2010
3a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/>	05/02/2010
3b. Predicted Energy Assessment	<input type="checkbox"/>	
4. Sustainability Information (New Homes only)	<input type="checkbox"/>	
5. Sale statement	<input checked="" type="checkbox"/>	13/02/2010
Title information		
6. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/>	05/02/2010
7. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/>	05/02/2010
8. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
9. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
10. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	
Search reports		
11. Local land charges	<input checked="" type="checkbox"/>	13/02/2010
12. Local enquiries	<input checked="" type="checkbox"/>	13/02/2010
13. Drainage and water enquiries	<input checked="" type="checkbox"/>	09/02/2010

Part 2 – Commonhold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. Land Registry individual register and title plan for common parts	<input type="checkbox"/>	
2. Land Registry copy of commonhold community statement	<input type="checkbox"/>	

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

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
10. Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the unit-holder in the first 12 months	<input type="checkbox"/>	

Part 3 – Leasehold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. The lease, being either: <ul style="list-style-type: none"> • an “official” copy • the original lease or a true copy of it; or • an edited information document 	<input checked="" type="checkbox"/>	05/02/2010

PART 4 – Authorised Documents

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



PROPERTY INFORMATION QUESTIONNAIRE

Property Information Questionnaire

Part 1

About this form -

This form should be completed by the seller. The seller may be the owner or owners; a representative with the necessary authority to sell the property for an owner who has died; a representative with the necessary authority to sell the property for a living owner (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware -

- Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.
- Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.
- If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.
- If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.

If you are an estate agent you should be aware -

- This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.
- The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

If you are the buyer you should be aware -

- This information contained in this document should have been completed truthfully and accurately by the seller. However, the information only relates to the period during which the seller has owned the property (see question 1) and does not replace official documents or legal information and you should confirm any information with your conveyancer.

The seller must provide the information set out in Part 1 of this questionnaire.

Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

ALL PROPERTIES

a. The postal address of the property	2 Tanie Court, Hale Green Rd, B'ham
b. The name of the seller	Alex Munro B13 9UT
c. The date the PIQ was completed	1/2/10
1. When was the property purchased?	[June] month [2003] year
2. Is your property a listed building or contained in a listed building?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

	Don't know <input type="checkbox"/>
3. What council tax band is the property in? [Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]	A B C D E F G H Band: [please select] A

4. What parking arrangements exist at your property?	Garage <input checked="" type="checkbox"/> Allocated parking space <input type="checkbox"/> Driveway <input type="checkbox"/> <i>Para 5 of Schedule 3</i> On street <input type="checkbox"/> <i>Says parking only in</i> Resident permit <input type="checkbox"/> <i>~ by garage</i> Metered parking <input type="checkbox"/> <i>but "everyone"</i> Shared parking <input checked="" type="checkbox"/> <i>parks in front</i> specify other : <i>of the building!</i>
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Other issues affecting the property

5. Has there been any damage to your property as a result of storm or fire since you have owned it? 5a. If "yes", please give details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
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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.	Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/>
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7. Are you aware of any flooding at your property since you have owned it or before? 7a. If "yes", please give details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
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8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood/)? 8a. If "yes", please give details.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
---	---

13. Please indicate which services are connected to your property:

Services	Connected
Electricity	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>
Water mains or private water supply	<input checked="" type="checkbox"/>
Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)	<input checked="" type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>
Cable TV or Satellite	<input type="checkbox"/>
Broadband	<input type="checkbox"/>

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?

Yes
 No
 Don't know

14a. If "yes", please give details of the nature of the work

14b. Was building regulation approval obtained?

Yes
 No
 Don't know

14c. Was planning permission obtained?

Yes
 No
 Don't know

14d. Was listed building consent obtained?

Yes
 No
 Don't know

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").

<p>15. Have you had replacement windows, doors, patio doors or <u>double glazing</u> installed in your property?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/> <i>Already fitted</i></p> <p>Don't know <input type="checkbox"/></p>
<p>15a. If "yes", please give details of changes and guarantees, if held.</p>	

Access

<p>16. Do you have right of access through any neighbouring homes, buildings or land?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
<p>16a. If "yes", please give details.</p>	

<p>17. Does any other person have a right of access through your property?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
<p>17a. If "yes", please give details.</p>	

Leasehold properties

<p>18. Is your property a leasehold property?</p> <p>If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
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PART 2: LEASEHOLD PROPERTIES

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 and checking the position with their conveyancer.

Additional information for leasehold properties

<p>19. What is the name of the person or organisation to whom you pay -</p>	
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19a. ground rent; and 19b. service charges (if different from (a) above)?	No ground rent payable. Agora Ltd 2 Attwood St, Halesowen B63
20. How many years does your lease have left to run?	147 years 30K
21. How much is your current annual ground rent?	0
22. How much is your current annual service charge?	£245 x 4 = £980
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	Included in service charge.
24. Are you aware of any proposed or ongoing major works to this property?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
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 you from - 25a. Sub-letting?	Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> <i>See Section 17 of lease.</i>
25b. Keeping pets?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> <i>Nothing to the contrary in the lease</i>
26. Does the lease allow you to: 26a. Use a car park or space?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> <i>See para 4 question 4 above</i>
26b. Have access to a communal garden (where applicable)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> <i>See Schedule 4 of lease</i>
27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property? 27a. If "yes", please specify.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> <i>?? See 3rd Schedule page 1.</i>



ENERGY PERFORMANCE CERTIFICATE

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

Energy Performance Certificate

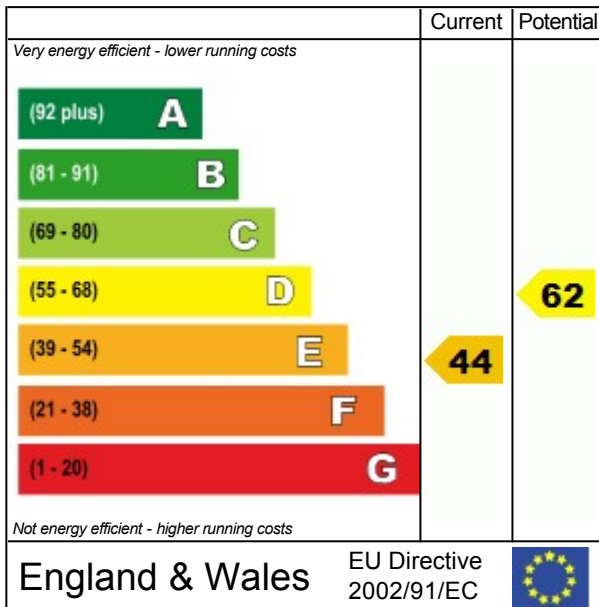


Flat 2 Janie Court
135, Wake Green Road
BIRMINGHAM
B13 9UT

Dwelling type: Ground floor flat
Date of assessment: 26 August 2009
Date of certificate: 27-Aug-2009
Reference number: 2768-7080-6218-6061-7090
Total floor area: 41 m²

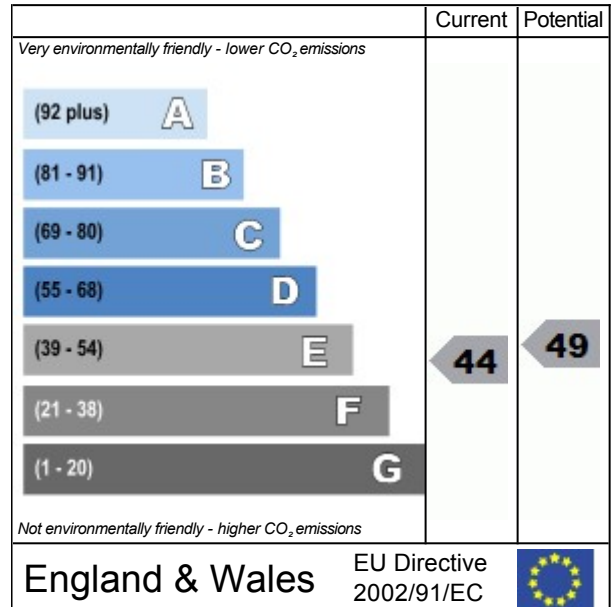
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating



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.

Environmental Impact (CO₂) Rating



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	613 kWh/m ² per year	532 kWh/m ² per year
Carbon dioxide emissions	3.8 tonnes per year	3.3 tonnes per year
Lighting	£31 per year	£31 per year
Heating	£377 per year	£327 per year
Hot water	£253 per year	£102 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 dwelling'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/myhome

About this document

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

Assessor's accreditation number: NHER004021
Assessor's name: Mr Ian Blundell
Company name/trading name: Up in Smoke
Address: 32 The Drive, Claines, Worcester, WR3 7JS
Phone number: 07805465636
Fax number:
E-mail address: upinsmoke1@btinternet.com

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at www.nher.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your 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

Flat 2 Janie Court
135, Wake Green Road
BIRMINGHAM
B13 9UT

Date of certificate: 27-Aug-2009
Reference number: 2768-7080-6218-6061-7090

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, partial insulation (assumed)	Average	Average
Roofs	(another dwelling above)	-	-
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Electric storage heaters	Poor	Very poor
Main heating controls	Manual charge control	Poor	Poor
Secondary heating	Room heaters, electric	-	-
Hot water	Electric immersion, off-peak	Very poor	Poor
Lighting	Low energy lighting in 67% of fixed outlets	Good	Good
Current energy efficiency rating		E 44	
Current environmental impact (CO₂) rating		E 44	

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 improvements	
		Energy efficiency	Environmental impact
1 Increase hot water cylinder insulation	£56	E 49	E 46
Sub-total	£56		
Higher cost measures			
2 Fan-assisted storage heaters and dual immersion cylinder	£145	D 62	E 49
Total	£201		
Potential energy efficiency rating		D 62	
Potential environmental impact (CO₂) rating			E 49

Further measures to achieve even higher standards

None

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 Hot water cylinder insulation

Increasing the thickness of existing insulation around the hot water cylinder will help to maintain the water at the required temperature; this will reduce the amount of energy used and lower fuel bills. An additional cylinder jacket or other suitable insulation layer can be used. The insulation should be fitted over any thermostat clamped to the cylinder. Hot water pipes from the hot water cylinder should also be insulated, using pre-formed pipe insulation of up to 50 mm thickness, or to suit the space available, for as far as they can be accessed to reduce losses in summer. All these materials can be purchased from DIY stores and installed by a competent DIY enthusiast.

Higher cost measures (typically over £500 each)

2 Fan assisted storage heaters

Modern storage heaters are smaller and easier to control than the older type in the property. Ask for a quotation for new, fan-assisted heaters with automatic charge control. A dual-immersion cylinder, which can be installed at the same time, will provide cheaper hot water than the system currently installed. As installations should be in accordance with the current regulations covering electrical wiring, only a qualified electrician should carry out the installation. 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 electrical heating engineer to explain the options, which might also include switching to other forms of electric heating.

About the further measures to achieve even higher standards

Not applicable

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 that you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- 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.



SALE STATEMENT

This document contains details of the property for sale.

Sale Statement

Insert address (or plot number) of property to be sold below and include postcode.

Flat 2, Janie Court, 135
Wake Green Road
Birmingham
West Midlands
B13 9UT

About this form:

- Under the Home Information Pack (No.2) Regulations 2007, you must provide the following information in your Home Information Pack and may use this form to do so.
- Someone else can complete this form on behalf of a seller.
- If the property has not yet been completed or converted, please answer the questions as if the property has been completed or converted.
- Please answer all questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

Seller's check of this form

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

	Statement
1. Is the property a flat or a house?	<input checked="" type="checkbox"/> Flat (incl. maisonette) or <input type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input checked="" type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 25/01/2008 and with 147 years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	Mr Alex Munro

Statement	
6. The capacity of the seller	<input type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input checked="" type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171((2) of the Housing Act 2004 applies and part to the property is not being sold with vacant possession. Explanation of circumstances as follows:



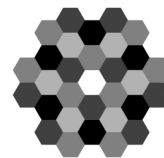
EVIDENCE OF TITLE

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

The electronic official copy of the register follows this message.

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





Official copy of register of title

Title number WM923102

Edition date 01.02.2008

- This official copy shows the entries on the register of title on 05 FEB 2010 at 13:42:30.
- 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 05 Feb 2010.
- 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 (01.02.2008) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Flat 2, Janie Court, 135 Wake Green Road, Birmingham and garage (B13 9UT).

NOTE: As to the part tinted blue on the title plan only the ground floor flat is included in the title. As to the part tinted pink on the title plan only the porch adjoining flat 2 is included in the title.

- 2 (01.02.2008) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 25 January 2008
 Term : From 25 January 2008 until 24 December 2157
 Parties : (1) Agora Limited
 (2) Helen Margaret Munro

NOTE: The registered lease was granted under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.

NOTE: The Leases dated 22 March 1971 and 30 June 2003 referred to in the above lease were formerly registered under WM812903.

- 3 (01.02.2008) 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 (01.02.2008) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (01.02.2008) The landlord's title is registered.

Title number WM923102

B: Proprietorship Register

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

Title absolute

- 1 (01.02.2008) PROPRIETOR: HELEN MARGARET MUNRO of Flat 2, Janie Court
135 Wake Green Road, Moseley, Birmingham B13 9UT.

C: Charges Register

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

- 1 (01.02.2008) REGISTERED CHARGE dated 30 June 2003.

NOTE: This charge, which takes effect against this title under the provisions of section 58(4) of the Leasehold Reform, Housing and Urban Development Act 1993, was formerly registered under WM812903.

- 2 (01.02.2008) Proprietor: WEST BROMWICH BUILDING SOCIETY of 374 High
Street, West Bromwich, W. Midlands B70 8LR.

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.

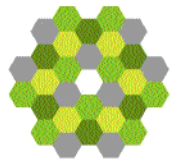
This official copy is issued on 05 February 2010 shows the state of this title plan on 05 February 2010 at 13:42:19. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It 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 7 - *Title Plans*.

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



Land Registry Official copy of title plan

Title number **WM923102**
Ordnance Survey map reference **SP0982NW**
Scale **1:1250**
Administrative area **WEST MIDLANDS :**
BIRMINGHAM



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DATED 25 January **2008**

AGORA LIMITED

-and-

HELEN MARGARET MUNRO

AGORA LIMITED

LEASE

- relating to -

Flat 2

**Janie Court
135 Wake Green Road
Moseley
Birmingham
West Midlands**

**Coley & Tilley
Neville House
Waterloo Street
Birmingham
B2 5UF.**

PRESCRIBED LEASE CLAUSES

LR1. Date of Lease	25 January 2008
LR2. Title number(s)	
LR2.1 Landlord's title number(s)	WK83100
LR2.2 Other title number(s)	WM812903
LR3. Parties to this Lease	
Landlord	AGORA LIMITED whose registered office is at Fairleigh Cottage 2 Attwood Street Halesowen West Midlands B63 3UE
Tenant	And HELEN MARGARET MUNRO of Flat 2 Janie Court 135 Wake Green Road Moseley Birmingham B13 9UT
Other parties – Guarantor	None
LR4 Property In the case of a conflict between this clause and the remainder of this Lease then for the purposes of registration this clause prevails	As described in Clause 1 (B) (5)
LR5 Prescribed statements etc	
LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003	This lease is granted under Section 56 of the Leasehold Reform, Housing and Urban Development Act 1993
LR5.2 This lease is made under, or by reference to, provisions of:-	None
LR6. Term for which the Property is leased	From and including the date hereof to and including 24 December 2157
LR7. Premium	SEVEN THOUSAND THREE HUNDRED AND SIXTY FIVE POUNDS (£7,365.00)
LR8. Prohibitions or restrictions on disposing of this lease	This lease contains a provision that prohibits or restricts dispositions
LR9. Rights of acquisition etc	
LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land	None
LR9.2 Tenant's covenant to (or offer to) surrender this lease	None

LR9.3 Landlord's contractual rights to acquire this lease	None
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None
LR11. Easements	
LR11.1 Easement granted by this lease for the benefit of the Property	Clause 2 (B)
LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property	Clause 2 (B)
LR12. Estate rentcharge burdening the Property	None
LR13. Application for standard form of restriction	The Parties to this lease apply to enter the following standard form of restriction [against the title of the Property] or [against title number]
LR14. Declaration of trust where there is more than one person comprising the Tenant	The Tenant is more than one person. They are to hold the Property on trust [for themselves as joint tenants] [for themselves as tenants in common in equal shares] []

1.(A) THIS LEASE is made the 25 day of January Two thousand and eight BETWEEN the Lessor (as defined below) of the one part and the Lessee (as defined below) of the other part and is supplemental to the Other Lease as defined below

(B) IN THIS LEASE

- (1) "the Lessor" means the company named as the Landlord in Prescribed Lease Clause LR3 above
- (2) "the Lessee" means the person(s) named as the Tenant in Prescribed Lease Clause LR3 above
- (3) "the Other Lease" means a Lease dated the Twenty second day of March One thousand nine hundred and seventy one and made between Borefix Limited of the one part and Maisie Vera Brown ("the Original Lessee") of the other part (as varied by a Deed of Variation dated the Thirtieth day of June Two thousand and three and made between the Lessee (1) the Lessor (2)) by which ALL THOSE premises (more particularly described in the Second Schedule of the Other Lease) (situate in "the Building" (as defined in the First Schedule of the Other Lease) known as "Janie Court") shown edged and coloured red on the plan annexed to the Other Lease (but in the case of the flat forming part of those premises only including the ground floor thereof) were demised to the original Lessee for a term of 99 years from the twenty-fifth day of December One thousand nine hundred and sixty-eight at an annual rent of TWENTY-FIVE POUNDS (£25) and the leasehold interest created by the Other Lease is now vested in the Lessee
- (4) "the Building" has the same meaning as in the Other Lease
- (5) "the Premises" means the premises shown on the plan annexed to the Other Lease and thereon edged and coloured red and as to the garage coloured red (but as to the flat forming part of those premises including only the ground floor thereof but including anything included in "The Flat" according to recital A (vi) of the Other Lease) (forming part of the Building) more particularly described in clause 1 of the Other Lease TOGETHER WITH any Landlords fixtures and fittings which may be in and about the same
- (6) "the Site" means the land registered freehold at HM Land Registry under title number WK83100
- (7) "the Scheduled Services" means the services listed in the Third Schedule hereto
- (8) "the Act" means the Leasehold Reform, House and Urban Development Act 1993 (as amended)

(C) The Lessee in exercise of the rights conferred on her by Chapter II of Part I of the Act has required the Lessor to grant her a lease of the Premises for an extended term under the Act in substitution for the said term granted by the Other Lease and Lessor has agreed to do so in the manner and upon the terms hereinafter appearing.

2.(A) IN consideration of the sum specified as the premium in clause LR7 of the Prescribed Lease Clauses set out above now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) the rent hereby reserved and the covenants on the part of the Lessee hereinafter contained the Lessor demises to the Lessee with full title guarantee the Premises TOGETHER with the rights specified in clause 1 of the Other Lease but EXCEPTING AND RESERVING to the Lessor the rights specified in clause 1 of the Other Lease TO HOLD the Premises to the Lessee for the term of years specified in clause LR6 of the Prescribed Lease Clauses set out above YIELDING AND PAYING to the Lessor from the commencement date :-

- (1) the yearly rent of one peppercorn (if demanded) to be payable in arrear on the twenty fifth day of December (“the payment day”) in every year
- (2) by way of additional rent annually on demand a sum or sums or money equal to one-fifteenth of the amount which the Landlord pays to insure the Premises and other parts of the Building for such sum as the Lessor shall from time to time consider sufficient to cover rebuilding all buildings erected on the Site including costs for Architects and Surveyors fees (but not the contents thereof) against loss or damage by fire explosion riot civil commotion malicious damage and impact storm and tempest (including lightning) public liability or other inevitable accident including (in peace time) aircraft and any articles dropped therefrom flood damage caused by bursting and overflowing of water pipes and tanks including any sums by which the premium payable by the Lessor in respect of the Building may hereafter be increased by reason of any increase in the rate of premium in consequence of any improvements or alterations executed upon the Premises or in consequence of the use of the Premises or also for insuring the Landlord’s fixtures and fittings against the aforesaid risks (all of which are to be regarded for the purposes of this Lease – including where reference has to be made to the terms of the Other Lease – as “the insured risks”.)
- (3) again by way of additional rent (payable in the manner hereinafter set out) such a sum as shall be the proportion attributable to the Premises (one fifteenth) of:-
 - (a) a contribution to a sinking fund (to be assessed by the Lessor's Auditors) for providing for the maintenance repair and decoration of the exterior of the structure of the block of flats forming part of the Building and such parts of the interior thereof as are used in common by the various lessees in the said block

the maintenance of the entrance drive leading from Wake Green Road aforesaid for the planting and cultivation of the forecourt of the said block and the maintenance repair and decoration of the exterior of the structure of the block of garages forming part of the Building

- (b) the total cost and expense incurred by the Lessor from time to time in providing and maintaining the remainder of the Scheduled Services

AND:-

Items (a) and (b) above are after this called "the Service Charge Items" AND the said payments shall be calculated yearly to the Thirty-first day of December in each year (that will be "the Service Charge accounting year" in each year) and shall be made by the Lessee to the Lessor as follows:-

- (i) the Lessee shall pay to the Lessor on each of the usual quarter days one quarter of one fifteenth of the amount reasonably estimated by the Lessor's Agents as the total amount which will be incurred by the Lessor (in the Service Charge accounting year in which that payment day falls) in respect of the Service Charge Items
- (ii) on service on the Lessee of the certificate referred to below the difference between the amount paid in advance under paragraph (i) above for that Service Charge accounting year ("the first amount") and one fifteenth of the amount actually incurred by the Lessor in that accounting year in respect of the Service Charge Items ("the second amount") (if the first amount is less than the second amount so that there is a shortfall) **PROVIDED THAT**

(A) the Lessor may at its discretion add the amount of any shortfall to the accounts of the next Service Charge accounting year (and take it into account in setting the payments to be made in advance for that next accounting year under paragraph (a) above) and

(B) if the first amount exceeds the second amount in any Service Charge accounting year the surplus shall be credited to the Lessee and taken into account in setting the payment to be made in advance for the next accounting year under paragraph (a) above on the service of the certificate referred to below

the certificate of the Lessor's Auditors to be given as soon as reasonably practicable after the Thirty-first day of December in each year certifying the amount assessed as the contribution to the sinking fund referred to in Paragraph (a) hereof and the total cost and expense incurred by the Lessor during the preceding Service Charge accounting year in the execution and performance of the Scheduled Services including the cost of administration and a proper margin of profit charges thereon and the proportion of the Lessee's contribution thereto shall be binding on the Lessee as conclusive evidence for the purposes hereof

3. Except as to:-
- (1) the term of years granted and
 - (2) the rent reserved

this lease is made upon the same terms and subject to the same covenants provisos and conditions as are contained in the Other Lease as if the same were set out in this lease in full with such modifications as are necessary to make the same applicable to the present demise and the parties to this lease and with such modifications as are set out in the First Schedule hereto

4. (1) The Lessee covenants with the Lessor to observe and perform all the covenants and conditions on the part of the lessee contained in the Other Lease (as modified by the First and Second Schedules hereto)
- (2) The Lessor covenants with the Lessee to observe and perform all the covenants and conditions on its part contained in the Other Lease (as modified by the First Schedule hereto)
- (3) The Lessor covenants with the Lessee that, provided that the Lessee makes the payments set out in Clause 2 (3) herein, the Lessor will provide the Scheduled Services.
5. The Lessor has previously granted or proposes hereafter to grant Leases of the flats (other than the premises hereby demised) forming part of the Building and the Lessor has in every such Lease since 1st June 2007 imposed and intends in every future Lease to impose obligations in the same form as the obligations on the part of the Lessee imposed in this Lease to the intent that any lessee for the time being of any part of the Building shall be able to enforce the observance of the said obligations by the owners and occupiers for the time being of the other flats forming part of the Building
6. The Lessor hereby notifies the Lessee that for the purposes of section 48 of the Landlord and Tenant Act 1987, the address at which any notices (including notices in any proceedings) may be served on the Lessor by the Lessee is Fairleigh Cottage 2 Attwood Street Hawne Halesowen West Midlands B63 3UE until the Lessee is notified to the contrary
7. **THIS** Lease is granted under Section 56 of the Act
8. **IT** is hereby agreed and declared for the purposes of Section 57(7) and 59(3) of the Act no long lease created immediately or derivately by way of sub-demise under this Lease shall confer on the sub-tenant as against the Lessor any right under Chapter II of Part I of the Act to require a new lease subject to the provisions of that section and Schedule 14 to the Act
9. **THE** Lessor reserves the rights given in Section 61 of the Act to determine this Lease on the grounds of redevelopment

10. **NO** third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease but this does not affect any right or remedy of a third party that exists or is available apart from that Act
11. The Lessor and the Lessee hereby certify that there is no agreement for Lease to which this Lease gives effect
- 12.(A) The Lessee shall forthwith apply to the Land Registry to close the existing leasehold title for the Other Lease (title number WM812903) and pay any fees in relation to that application
- (B) If required by the Land Registry the Lessor shall forthwith apply to the Land Registry to cancel the Notice of the Other Lease registered against title number WK83100 but the Lessee shall pay any fees in relation to that application
13. **IT IS HEREBY CERTIFIED** that the transaction effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of £125,000

IN WITNESS whereof this Deed has been executed by the parties hereto the day and year first before written

THE FIRST SCHEDULE

Modifications to the Other Lease provisions

so far as this Lease is concerned.

- (1) Recital A (viii) and Clause 3 (1) (b) of the Other Lease shall not apply to this Lease
- (2) The following sub-clauses or paragraphs (of the clauses or schedules specified below) of the Other Lease (or the parts of those sub-clauses or paragraphs specified hereunder) shall be read and construed as if (in place of the wording in the Other Lease) there appeared the replacement wording specified below:-
 - (a) In sub-clause (7) of clause 3 in place of the word "oil" the word "quality"
 - (b) In sub-clause (18) (penultimate line) of clause 3 in place of the words "two guineas" the words "twenty-five pounds plus Value Added Tax (or other tax on the supply of services) at the rate then current"
 - (c) in paragraph 3 of the Sixth Schedule in place of the words "the risks set out in paragraphs (i) (ii) and (iii) of Clause 3 (i) (b) of this Lease" the words "the insured risks"
- (3) Clause 3 of the Other Lease shall be deemed to have added to it the additional paragraphs set out in the Second Schedule to this Lease

(4) the following sub-clause of Clause 3 of the other Lease shall be read and construed as if the following wording were added in the places indicated below:-

in sub-clause (18) (in line 5 after "title") the words "or a certified copy thereof"

(5) The following wording shall be deemed to have been added to the Second Schedule to the Other Lease (after the words "coloured red" in line 5):-

"including:- (a) the surface of the floor of the Flat and the surface of the ceiling of the Flat but otherwise excluding the floor of the Flat and any floor between the Flat and the flat above it (if any) and excluding the roof and foundations of the Building;

(b) all glass in the windows of the Flat;

(c) both sides of any doors and door frames within the Flat;

(d) any landlord's fixtures set in or attached to the wall ceilings doors or floors of the Flat;

(e) all internal walls in the Flat not party structures nor remaining the responsibility of the Lessor"

(6) The following paragraphs shall be deemed to have been added to the Sixth Schedule to the Other Lease:-

"6. If so required by the Lessee for the reasonable protection of the Flat to enforce the covenants similar to those on the part of the Lessee contained in this Lease entered into by the lessees of other flats in the Building and provided that the Lessee shall indemnify the Lessor against all costs and expenses in respect of such enforcement and provide such security for such costs and expenses as the Lessor may reasonably require"

(7) The following words shall be deemed to have been omitted from paragraph 3 of the Sixth Schedule to the Other Lease:-

(in line 1) "Excess Insurance Company Limited or" and "other"

THE SECOND SCHEDULE before referred to
(Tenants Further Covenants)

(23) Not to assign or otherwise part with possession of part only of the Flat (the same being absolutely prohibited)



- (24) Not to park (or permit the Lessee's guests or visitors to park) motor vehicles on the lawns driveway or other parts of the grounds of the Building except in the place (if any) from time to time designated by the Lessors for that purpose.
- (25) To notify the Lessors promptly of :-
- (a) any defect in the Building or the grounds thereof which the Lessor ought to put right under the terms of this Lease and
 - (b) any notice affecting the Building or any part of it served on the Lessee or the occupant(s) of the Flat
- (26) To carpet the floors of the Flat in such a way as to minimise the transmission of noise from the Flat to other parts of the Building

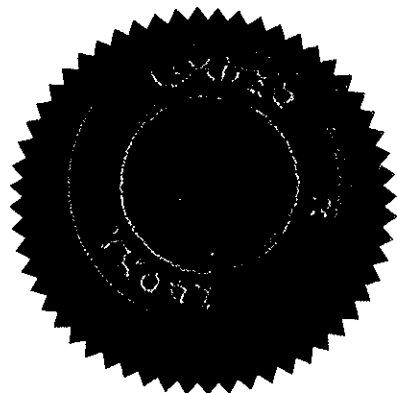
THE THIRD SCHEDULE before referred to
("the Scheduled Services")

1. Maintaining repairing redecorating and renewing:-
- (a) the main structure exterior walls and foundations roofs gutters and rainwater pipes of the Building and any heating system or fire fighting equipment within the Building insofar as the same is not the responsibility of any individual Lessee or any flat within the Building (for this purpose "main structure" shall include the doors and door frames of doorways leading from a flat to common parts of Janie Court (but not doors and door frames of doorways within a flat) and shall include windows and window frames within or bounding any flat and the floors under and between flats except for the surface of such floors)
 - (b) the roads paths access ways main entrances passages landings and staircases of the Building and all other parts of the Building enjoyed or used by the Lessee in common with any other person having the like right
 - (c) the road ways waterpipes drains electric cables and wires in or under the Building enjoyed or used by the Lessee in common with the Lessees of the other flats in the Building
 - (d) any furniture fixtures or fittings which the Lessor may in its absolute discretion consider necessary or desirable for installation in or about the Building
 - (e) the wall referred to in entry 4 of the Property Register of the Lessor's title number in Prescribed Lease Clause 2.1
 - (f) the sewer or drain referred to in entry 2 of the Property Register of the Lessor's title number in Prescribed Lease Clause 2.1 and connections to it.

2. Keeping clean and reasonably lighted the entrance hall passages landings staircases and other parts of the Building enjoyed and used by the Lessee in common as aforesaid and cleaning all windows in the Building
3. Redecorating the exterior parts of the Building which are usually decorated and the interior parts of the Building insofar as the same are not the responsibility of the individual Lessee of any flats comprised in the Building
4. Keeping the lawns cut and the trees lopped and trimmed and generally maintaining any gardens in or around the Building
5. Discharging any rates taxes duties charges or assessments or outgoings payable in respect of any common parts of the Building
6. The cost and expenses or abating any nuisance and of executing any works as are required to comply with any notice served by the Local Authority in connection with the Building insofar as the same are not the sole responsibility of or wholly attributable to the act neglect or default of any individual lessee or any flat comprised in the Building
7. The costs charges remuneration of the Lessor or any agent or agents employed by it to administer and manage the Building and to supervise all requisite works thereto in accordance with the principles of good estate management and the employment of such staff or workmen engineers porters and cleaners as the Lessor shall consider appropriate and incidental expenses thereto including wages National Health contributions any Selective Employment Tax and the cost of any uniforms.
8. The cost and charges of any accountant employed by the Lessor for the purpose of auditing the Lessor's accounts in respect of the cost of services and certifying the total amount thereof for the period to which such account relates

The Common Seal of)
AGORA LIMITED was)
 hereunto affixed in the presence of:-)

Director 
 Secretary 



DATED *30th June* **2003**

HELEN MARGARET MUNRO

-and-

AGORA LIMITED

DEED OF RECTIFICATION

-relating to-

**Flat 2 Janie Court
135 Wake Green Road
Moseley
Birmingham**

DEED OF VARIATION is made the 30th day of June Two thousand and three BETWEEN HELEN MARGARET MUNRO of Flat 2 Janie Court, 135 Wake Green Road, Moseley, Birmingham (hereinafter called "the Lessee" which expression shall include the Lessee's successors in title and assigns) of the one part and AGORA LIMITED whose registered office is at Fairleigh Cottage, 2 Attwood Street, Hawne, Halesowen, West Midlands B63 3UE (hereinafter called "the Lessor" which expression where the context so admits includes the person for the time being entitled to the reversion immediately expectant on the term granted by the Lease) of the other part

WHEREAS

- (a) "The Building" shall mean all that piece of land together with the block of fifteen flats and garages erected upon part thereof known as Janie Court, 135 Wake Green Road, Moseley in the City of Birmingham including the drives, roadways, paths, lawns, trees and gardens laid thereon and as more particularly described in and defined by the said Lease.
- (b) "The Rear Porch" shall mean that extension of the Building and the Flat at the rear door of the Flat as shown edged red on the attached plan.
- (b) "The Flat" shall mean flat and garage number 2 Janie Court which forms part of the Building and as more particularly described in and defined by the said Lease
- (c) "The said Lease" shall mean a Lease dated 22nd March 1971 and made between Borefix Limited of the one part and Maisie Vera Brown of the other part the benefit of which is now vested in the Lessee
- (d) The Landlord gave its consent on 9th April 1997 for the erection of the Rear Porch which was subsequently carried out but at the time of that consent the Rear Porch was not incorporated within the land and premises demised by the said Lease.
- (e) The Landlord and the Tenant have agreed to enter into this deed to rectify the position as hereinafter provided.

W THIS DEED WITNESSETH as follows:-

1. The Landlord and the Tenant agree that the Lease shall henceforth take effect and be read and construed as if the land on which the Rear Porch was erected and the premises erected thereon had been incorporated within the definition of "the Flat" in the said Lease at the time that the Landlord gave consent for the erection thereof
2. The parties agree and declare that this deed is not intended to and does not effect any surrender of the Lease and that the Lease (as rectified by the deed) shall continue in full force and effect.

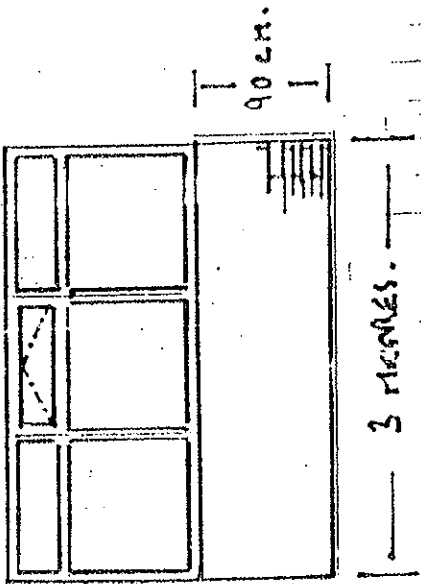
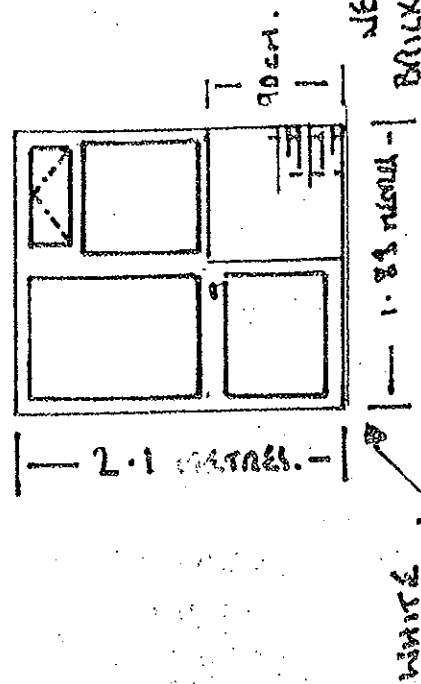
IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

Signed as a Deed by the)
said **AGORA LIMITED**)
acting by its Secretary and a)
Director or by two Directors)

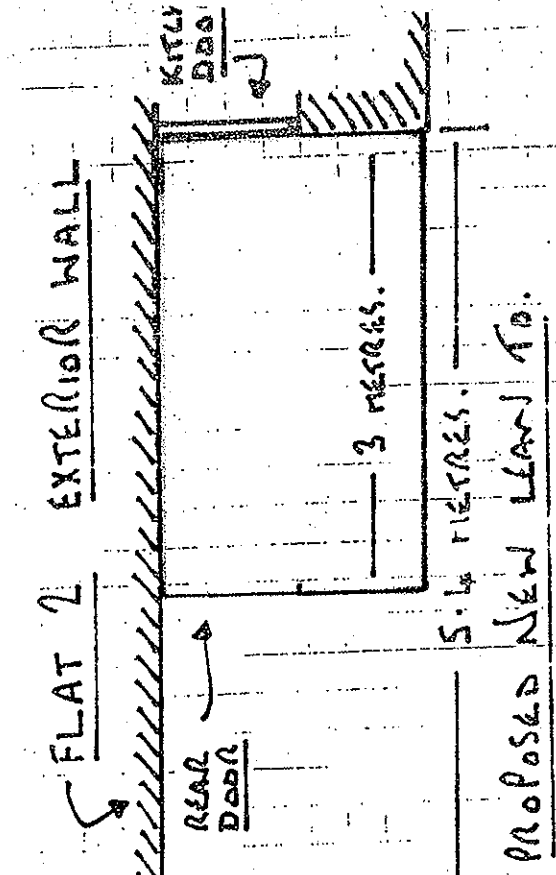
Director


Director/Secretary

MRS. COLÉ.
 FLAT 2
 JANIE COURT
 WAKE GREEN ROAD.



ULTRALITE SED ROOF.
 NEW BASE.
 DOUBLE SKINNED BRICK.
 WALL LIGHT
 2 POWER POINTS.
 PVC-U INNER SILL.
 2 SLOT VENTS.
 NEW CENTERING + DOWNSPILL



We hereby give consent for the erection of this Porch at the Rear of Back door of No.2.Janie Court, 135 Wakegreen Rd. Moseley, Birmingham. B13 9UT Subject to damp proof course provision to the new brickwork (Underlined in red).

P.p. Agora Ltd, freeholders of Janie Court.

 DATED THIS NINTH DAY OF APRIL 1997

NO. C/100008/98/AL

8.6.1.7

PLAN SUBMITTED WITH
 ALL NECESSARY INFORMATION

2.1.98

This Lease

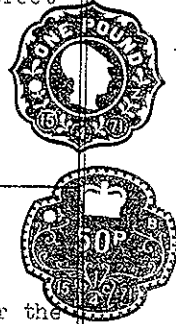
PRODUCED BY FINANCE
H.M. LAND REGISTRY
LAND REGISTRATION ACTS
1925/1936 35141
Administrative Area: City
LINLAND REVENUE
Title Number: WK. 8310
Property: 135 Wake Green
Road, Roseley.

is made the 22nd day of March One
Thousand Nine Hundred and Seventyone. BETWEEN BOREFIX LIMITED
whose registered office is situate at 72/80 Bordesley Street
Birmingham 5 (hereinafter called "the Lessor") of the
one part and MAISIE VERA BROWN of 39 Cambridge Road
Birmingham 14 (hereinafter called "the Lessee") of the
other part

WHEREAS :-

A. In this Lease unless the context otherwise requires:-

- (i) "The Lessor" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of the term hereby created
- (ii) "The Lessee" includes the successors in title of the Lessee
- (iii) "The Building" means the property described in the First Schedule hereto
- (iv) "The Flat" means the property hereby devised as described in the Second Schedule hereto
- (v) Words importing the masculine gender include the feminine gender and words importing the singular number include the plural number and vice-versa and where there are two or more persons included in the expression "the Lessee" covenants expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally
- (vi) All structures serving to enclose both the Flat and any adjoining flat shall be party structures
- (vii) All walls or other structures enclosing the Flat and being exterior walls of the Building shall be the responsibility of the Lessor as to exterior repairs and decorations and the responsibility of the Lessee as to internal repairs and decorations
- (viii) The Flat shall include:-



- (a) The window frames and all glass therein _____
- (b) Both sides of any doors in the Flat or giving access to any other part of the Building _____
- (c) Any Landlord's fixtures set in or attached to the wall ceilings doors or floors of the Flat _____
- (d) All internal walls in the Flat not party structures nor remaining the responsibility of the Lessor _____

B. The Lessor has previously granted leases or intends hereafter to grant leases of each of the flats in the Building as separate and distinct units and has in every lease imposed and intends to impose in every future Lease the restrictions set forth in the Third Schedule hereto to the intent that any lessee for the time being of any flat in the Building may be able to enforce the observance of such restrictions by the owners or occupiers for the time being of the other flats in the Building _____

C. The Lessor has agreed with the Lessee for the sale to the Lessee of the Flat for the term of Ninety Nine Years computed from the Twenty Fifth day of December One Thousand Nine Hundred and Sixty Eight subject to the payment of the yearly rent hereinafter reserved and to the observance and performance of the covenants on the part of the Lessee and the conditions hereinafter contained at the price of Three Thousand Seven Hundred Pounds (£3700) _____

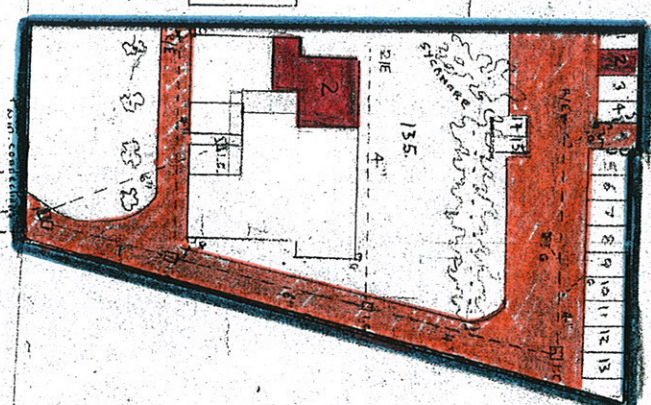
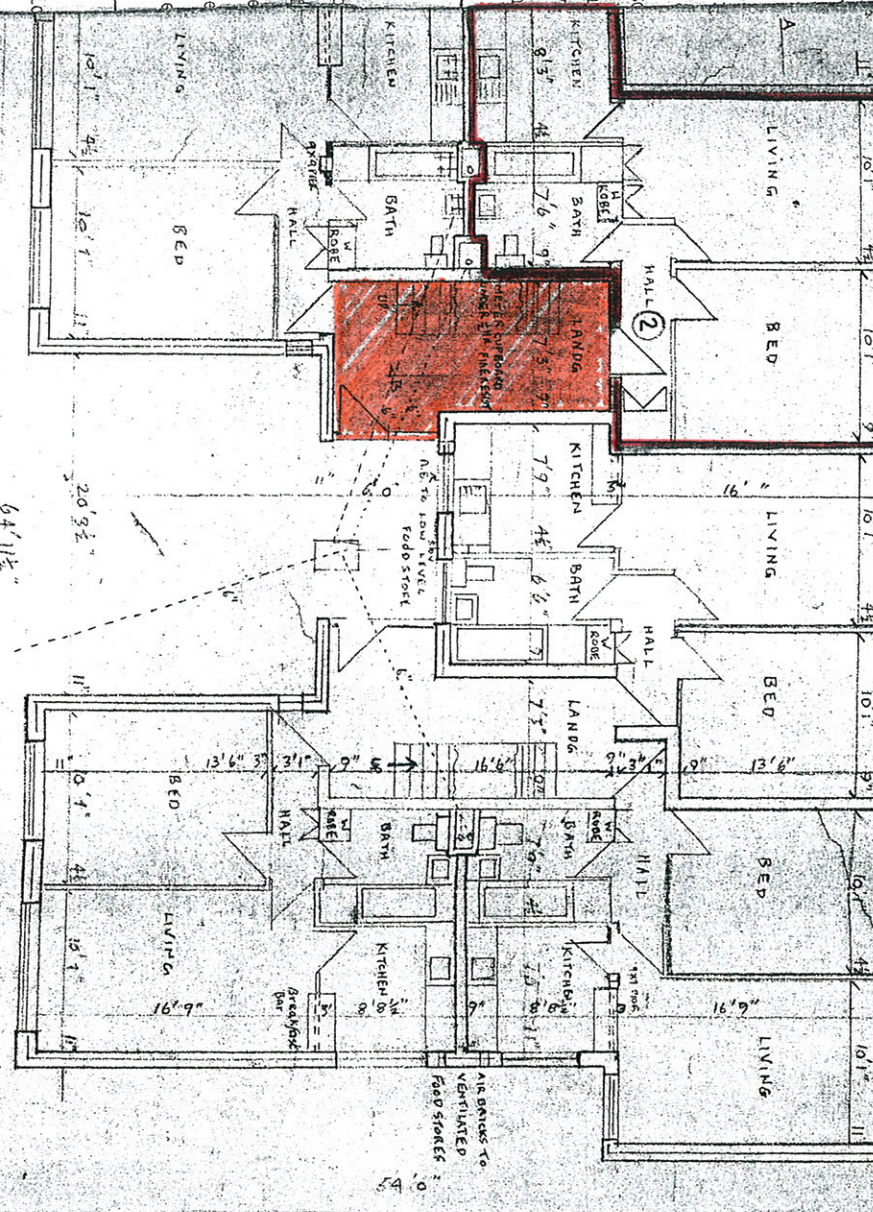
NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said Agreement and in consideration of the yearly rent hereinafter reserved and of the covenants on the part of the Lessee and the conditions hereinafter contained and to be observed and performed and also in consideration of the sum of Three Thousand Seven Hundred Pounds (£3700) paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) the Lessor hereby demises unto the Lessee ALL THAT the Flat TOGETHER WITH the easements rights and privileges set forth in the Fourth Schedule hereto but subject as therein specified EXCEPT AND RESERVED as specified in the Fifth Schedule hereto TO HOLD the same unto the Lessee for a term of Ninety Nine Years from the Twenty Fifth day of December One Thousand Nine Hundred and Sixty Eight subject to the covenants on the part of the

SCALE

Scale 1/8" to 1'0" 1/500TH & 1/1250TH

GROUND FLOOR PLAN.



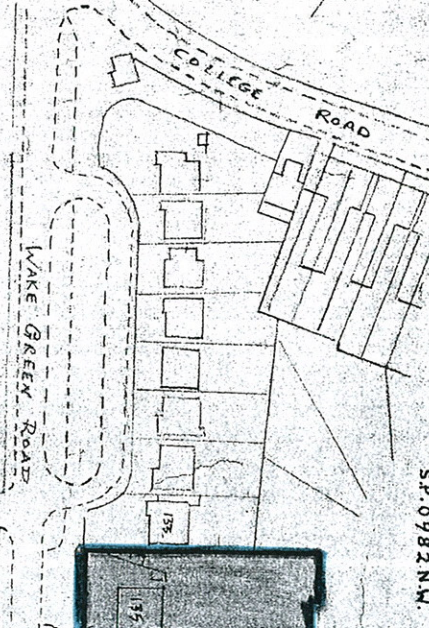
SITE PLAN 1/600TH

The common seal of
 some of the limited was
 affixed hereto in the
 presence of:-

Director *Plummer*

Secretary *Q 12*

WAKE GREEN ROAD.



Lessee hereinafter contained and subject to the matters referred to in the Fifth Schedule hereto YIELDING AND PAYING therefor unto the Lessor yearly during the said term hereby granted and so in proportion for any less time than a year the rent of Twenty five Pounds (£25) such rent to be paid without any deduction by equal half yearly Payments in arrear on the Twenty Fourth day of June and the Twenty Fifth day of December in every year the First of such payments or a proportionate part thereof calculated from the date hereof to be made on the quarter day next after the date hereof _____

2. THE Lessee hereby covenants with the Lessor and with the lessees of the other flats comprised in the Building to observe and perform the restrictions set forth in the Third Schedule hereto _____

3. THE Lessee hereby covenants with the Lessor as follows -

Pay rents

(1)(a) To pay the reserved rent on the days and in the manner aforesaid without any deduction _____

(b) To pay to the Lessor one fifteenth of the cost to the Lessor of insuring the Building with Excess Insurance Company Limited or some other reputable insurance company nominated by the Lessor against:-

(i) Loss or damage by fire storm tempest flood (and such other risks as the Lessor shall think fit) in the full value thereof for the time being _____

(ii) Any risks for which the Lessor may be liable as an employer of persons engaged in business concerning the Building or as the owner thereof as it shall think fit _____

(iii) All third party and public liability risks in respect of the Building _____

Pay Outgoings

(2) To pay and discharge the General Rates Water Rates and other taxes duties charges assessments and outgoings (if any) whatsoever whether parliamentary or parochial local or of any other description and whether of the nature of capital or revenue and even though of a wholly novel character which may at any time hereafter be assessed charged imposed upon and be payable in respect of the flat or on the owner or occupier in respect thereof _____

Alterations & Additions

(3) (a) NOT at any time without the licence in writing of the Lessor first obtained nor except in accordance with plans and specifications previously submitted in duplicate to and approved by the Lessor and to the satisfaction in all respects of the Lessor to make or suffer to be made any alterations or additions whatsoever in or to the Flat or to cut or remove the main walls or structure of the Flat or to commit or suffer to be committed in or upon the Flat any wilful or voluntary waste or spoil

Repairs

(b) NOT at any time during the said term to make any alteration or addition to the electrical installations of the Flat except in accordance with the terms and conditions laid down by the Institution of Electrical Engineers and the regulations of the relevant electricity supply authority

Comply with Statutes

(4) IN all respects and at all times during the term hereby granted to perform and observe the requirements and provisions of any Act of Parliament and the provisions of any Town Planning Scheme and the bye-laws regulations and requirements of any Local Authority affecting the Flat and at all times during the said term to keep the Lessor effectively indemnified therefrom and from and against all actions claims and demands in respect of the matters aforesaid and within seven days from the receipt of notice or proposal for a notice or order given issued or made to the Lessee by the Local Planning Authority under or by virtue of the Town and Country Planning Acts 1947 to 1968 or any subsequent statutory modification or re-enactment thereof and if so required by the Lessor to produce such notice to the Lessor and without delay to take all reasonable and necessary steps to comply with any such notice or order AND also at the request of the Lessor to make or join with the Lessor at the joint and equal expense of the Lessor and Lessee in making such objections or representations against or in respect of such notice order or proposal as the Lessor shall deem expedient

Interior Decorations

Yield Up

Access to view state of Repair

No Purchase Notice

(5) NOT to serve any Purchase Notice under the Town and Country Planning Acts 1947 to 1968 or any statutory enactment replacing or amending the same requiring any local or other authority to purchase the Lessee's interest in the term hereby

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Repairs

Interior Decorations

Yield Up

Access to view state of repair

granted without first offering to surrender this Lease to the
 Lessor at the price that might reasonably be expected to be
 obtained from the local or other authority pursuant to such
 purchase notice such price in the absence of agreement between
 the parties to be referred to the decision of any independent
 Surveyor nominated by the President for the time being of the
 Royal Institution of Chartered Surveyors

(6) TO repair and keep the Flat and every part thereof and
 all fixtures and fittings therein including all sinks cisterns
 ducts and wastepipes connected with the Flat and any other
 thing installed for the purpose of drainage away of water and
 soil and all additions thereto in good and substantial repair
 order and condition at all times during the term hereby created
 including the renewal and replacement forthwith of all worn
 or damaged parts but so that the Lessee shall not be liable for
 any damage that may be caused by any of the risks covered by
 the insurance effected by the Lessor in manner hereinafter
 provided unless such insurance shall be wholly or partially
 vitiated by any act or default of the Lessee or for any work
 that the Lessor may be expressly liable under the covenants
 on the part of the Lessor hereinafter contained

(7) TO paint with two coats at least of good oil paint in
 every seventh year of the said term all the inside wood iron
 and other work of the Flat and at the same time with every
 such internal painting to whitewash polish grain and colour
 such parts of the inside of the Flat as are usually whitewashed
 and coloured and paper with paper of suitable quality such
 parts thereof as are usually papered

(8) AT the expiration or sooner determination of the said
 term quietly to yield up to the Lessor the Flat so painted
 papered and repaired cleansed maintained and amended and
 kept as aforesaid together with all additions and improvements
 made thereto in the meantime and all fixtures of every kind
 in or upon the Flat or which during the said term may be fixed
 or fastened to or upon the same (except tenant's fixtures)

(9) TO permit the Lessor or its agents twice or oftener in
 every year during the said term during reasonable hours in the
 daytime with or without workmen or others to enter the Flat to
 view the state of repair and condition of the same and to give

or leave on the Flat notice in writing to the Lessee of all defects and wants of reparation then and there found for which the Lessee is liable and the Lessee shall and will within the period of three months after such notice or sooner if requisite repair and make good the same according to such notice and the covenant in that behalf hereinbefore contained PROVIDED that if the Lessee shall neglect properly to execute such repairs it shall be lawful for the Lessor (but without prejudice to the rights of re-entry by the Lessor hereinafter contained) at any time after the expiration of the three months (or immediately in case of emergency) to enter upon the Flat and repair and make good all such defects and wants of reparation at the expense of the Lessee and the proper costs and expenses of such repairs shall be repaid by the Lessee to the Lessor on demand as liquidated damages and be recoverable forthwith by action or by distress as if such moneys formed part of the rent payable hereunder

Access for Inventories

No Excavations

Not to vitiate insurance

Section 146/147 Notices

(10) THE Lessee shall pay all expenses (including solicitors costs and surveyors costs and expenses) incurred by the Lessor incidental to the preparation and service of a notice under Section 146/147 of the Law of Property Act 1925 or any statutory re-enactment thereof notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court and notwithstanding that such costs expenses and fees shall have been incurred or expended after the expiration or sooner determination of the demise hereby granted whether by effluxion of time or otherwise

Access for repairs to adjoining property

(11) AT all reasonable times during the said term upon being given reasonable notice to permit the Lessor and its Lessees with workmen and others to enter into and upon the Flat or any part thereof for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in order and good condition all sewers drains pipes cables watercourses gutters wires party structure or other conveniences belonging to serving or used for the same and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes the Lessor or the Lessees (as the case may be) making good all

No Signs

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Access for
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damage thereby occasioned to the Flat

(12) NO permit the Lessor and its surveyors or agents at any time or times during the last seven years of the said term to enter the Flat or any part thereof during reasonable hours in the daytime and to take a schedule or inventory of the fixtures and things to be yielded up at the expiration of the said term

(13) NOT to dig for gravel sand or clay in or upon the land comprised within the boundaries of the Building

(14)(a) NOT to do or permit or knowingly suffer to be done anything whereby any insurance of the Building may become void or voidable or whereby the rate of premium for any such insurance may be increased and to repay forthwith to the Lessor all sums paid by way of increased premium and all expenses incurred by the Lessor in or about any renewal of any such Policy rendered necessary by a breach of this covenant and all such payments shall be added to the rent hereinbefore reserved and shall be recoverable as rent

(b) Forthwith on written demand from the Lessor or its insurers to cease from doing or suffering to be done any act or thing which has caused the increased or extra premium to be paid or the insurance to become void or voidable

(c) In the event of the Flat or any part thereof being destroyed or damaged at any time during the term hereby created and the insurance moneys under any insurance effected thereon being wholly or partly irrecoverable by reason wholly or in part of any act or default of the Lessee then and in every such case to pay to the Lessor forthwith in addition to the said rent the whole or as the case may require a fair proportion of the cost of completely rebuilding and reinstating the Flat

(15) NOT without the previous written consent of the Lessor to place or exhibit any name plate placard advertisement or announcement of any description on the outside or in the windows of the Flat

(16) THROUGHOUT the term hereby granted so far as in the Lessee's power to preserve unobstructed and undefeated all rights of light and other easements to the Flat in anywise appertaining and to prevent and at all times afford to the

Assignment & Underletting

Lessor such facilities and assistance as may enable it to prevent the acquisition by anyone of a prescriptive right of light or any other easement over the Flat and the Building or any part thereof _____

(17) NOT to assign underlet or part with the possession of the Flat or any part thereof during the last seven years of the said term without the consent in writing of the Lessor first had and obtained (such consent not to be unreasonably or arbitrarily withheld in the case of a respectable and responsible person firm or Company) _____

Registration

(18) WITHIN one calendar month after any assignment transfer or mortgage or devolution of title to give to the solicitors for the time being of the Lessor notice thereof in writing and to produce to them the document evidencing such assignment transfer mortgage or devolution of title and to pay to the said solicitors a registration fee of Two Guineas in respect of each such notice _____

Indemnify Lessor

(19) TO indemnify and keep indemnified the Lessor from and against all loss claims demands and expenses in respect of any injury to or the death of any person damage to any property movable or immovable or otherwise by reason of or arising in any way directly or indirectly out of the non-performance or non-observance of any of the Lessee's covenants agreements conditions and stipulations on his part hereinbefore contained _____

No Interference with Lessors servants

(20) NOT to interfere with or obstruct in the performance of the duties from time to time imposed upon him or them by the Lessor any servant or workmen employed by the Lessor on the Building _____

Comply with regulations

(21) TO perform and observe any rules and regulations relating to the Building which for the time being may be imposed by the Lessor for the better management of the Building _____

Pay costs of abating nuisance and complying with Notices

(22) TO pay all costs charges expenses of abating any nuisance created or existing in the Flat or in the Building and of executing all such works as may be necessary for abating any such 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 act neglect or default of the Lessee _____

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4. ~~THE~~ Lessor hereby covenants with the Lessee to observe and perform the covenants set forth in the Sixth Schedule hereto

5. IT IS HEREBY AGREED AND DECLARED as follows:-

(a) That if the said yearly rent or any part thereof or any other payment due from time to time under the provisions of this Lease shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand therefor shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe the covenants or agreements herein contained and on the Lessee's part to be performed and observed then and in any such case it shall be lawful for the Lessor or any person or persons duly authorised by it in that behalf into and upon the Flat in the name of the whole to re-enter and the Flat peaceably to hold and enjoy thenceforth as if these presents had not been made but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the covenants on the part of the Lessee hereinbefore contained

(b) That the Lessee shall not be entitled to any easement or right of light or air or other easement or right to the Flat hereby demise from or over the adjoining land of the Lessor or its predecessors in title that will restrict or in any way diminish or interfere with the free and unrestricted user of any of such adjoining land for building or for any other purpose and this demise hereby expressly excludes the implication of any such grant and notwithstanding anything herein contained the Lessor may let or convey or assign for any purposes any such adjoining land and buildings may be erected thereon for such purpose as the Lessor may decide

(c) That the Lessor shall in no way be held responsible for any damage caused by any want of repair to the Flat or the Building or defect therein unless and until notice in writing of any such want of repair or defect has been brought to the notice of the Lessor and the Lessor has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice

(d) That nothing in this Lease contained shall prejudice the Lessor'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 Lessor or the Building or the Flat by the negligence or other wrongful act or default of such person

(e) That the Lessor shall not be responsible for any loss or inconvenience occasioned by the breakdown of or any stoppage for repairs or any other reason of any water or electricity supplies or other services so long as the Lessor is not in breach of its covenants herein contained

(f) Where the Lessee is more than one person the Lessee shall hold the Flat hereby demised upon trust to sell the same with power to postpone the sale thereof and shall hold the net proceeds of sale and other moneys applicable as capital and the net rents and profits thereof until sale upon trust for themselves as joint tenants beneficially

(g) That the rights and obligations of the Lessor and the Lessee respectively under this Deed shall be incidental to and devolve with the legal reversion immediately expectant on the term hereby granted and with the leasehold interest respectively and shall accordingly be enjoyed and performed by the person or persons corporation or company in whom such reversion and leasehold interest respectively shall for the time being be vested

6. 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 the aggregate amount or value of the consideration (other than rent) exceeds Five Thousand Five Hundred Pounds (£5,500)

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Lessee has set her hand and seal the day and year first before written

THE FIRST SCHEDULE hereinbefore referred to
(THE BUILDING)

ALL THAT piece of land TOGETHER WITH the block of Flats and garages erected on some part thereof and known as Janie Court 135 Wake Green Road Koseley in the City of

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WITH the block of Flats
thereof and known as
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Birmingham and the road path or drives constructed thereon
all of which said property is registered at H.M. Land
Registry with Title Absolute under Title Number WK.83100
and is shown on the block plan annexed hereto and thereon
edged blue and coloured pink

THE SECOND SCHEDULE hereinafore referred to
(THE FLAT)

FIRST ALL THAT ground floor flat forming part of the
Building and known as Flat Number 2 Janie Court aforesaid
as the same is shown on the floor plan annexed hereto and
thereon edged red and on the site plan annexed hereto and
thereon coloured red TOGETHER WITH the pipes wires ducts
cisterns drains sewers and conduits lying within and used
solely in connection with the services of the Flat AND
SECONDLY ALL THAT Garage Number 2 erected within the boundary
of the Building together with the land forming the site and
curtilage thereof as the same are shown on the site plan
annexed hereto and thereon coloured red

THE THIRD SCHEDULE hereinafore referred to
(RESTRICTIVE COVENANTS)

1. Not to use the Flat nor permit the same to be used for
any purpose whatsoever other than as a single private
residence for the use of one family only nor for any
illegal or immoral purposes nor for any trade manufacture
or business of any kind except the profession of but not
as the offices of a solicitor dentist accountant physician
or surgeon nor to hold any sale by auction thereon
2. Not to do cause or permit or suffer to be done upon the
Flat anything which may be or become a nuisance or annoyance
or may cause damage to the Lessor or the Lessees or occupiers
of the neighbouring premises or to the neighbourhood or which
might tend to deteriorate the value of any adjoining or
neighbouring property or lessen the convenience and amenities
thereof
3. Not to throw dirt rubbish rags or other refuse or
permit the same to be thrown in the sinks baths lavatories
cisterns or waste or soil pipes in the Flat
4. Not to use or permit or suffer to be used the garage for

any purpose other than for housing a private motor car and any other private passenger carrying vehicles nor to store or keep any petrol or other inflammable liquid in the garage otherwise than in the tank of any such motor car or vehicle

5. Not to park or allow to remain stationary outside the Building other than in a garage or immediately outside the garage relating to the Flat any private motor car or other passenger carrying vehicle

THE FOURTH SCHEDULE hereinbefore referred to
(Easements rights and privileges included in the Lease)

1. Full right and liberty for the Lessee and all persons authorised by the Lessee (in common with all other persons entitled to a like right) at all times by day and night and for all purposes to go pass and repass over and along the road or drive coloured yellow on the site and floor plans attached hereto and the right to use the lawn and grounds belonging to the Building for recreational purposes and the right to pass and repass through and along the main entrance of the Building serving the Flat and the passage landings and staircases leading to the Flat which are required to be used in connection therewith
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building
3. The free and uninterrupted passage and running of water and soil and electricity from and to the Flat through the sewers drains watercourses cables pipes and wires serving the Flat which now are or may at any time hereafter during a period of Eighty Years from the Twenty Fifth day of March One Thousand Nine Hundred and Sixty Nine which period shall be deemed for the purpose of the Perpetuities and Accumulations Act 1964 or any amendment or re-enactment thereof to be the perpetuity period applicable to this Deed be in under or passing through the Building or any part thereof
4. The right for the Lessee with servants workmen and others at reasonable times on giving reasonable notice (except in the case of emergency) to enter into and upon other parts of the Building for the purpose of repairing

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over and along the
site and floor plans
the lawn and grounds
for all other purposes and the
along the main entrance
the passage landings
which are required to be

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of the Building
and running of water
the Flat through the
pipes and wires serving
at any time hereafter during
on the twenty fifth day of
Sixty Nine
for the purpose of the
Sixty Four or any amendment
for the term of the
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Flat causing as little disturbance as possible and making
good any damage caused and for the purpose of repairing
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Flat or any part of the Building giving sub-jacent
and lateral support shelter or protection to the Flat _____

5. The benefit of any covenants entered into with the Lessor
by the Lessees of other flats in the Building so far as such
covenants are intended to benefit the Lessee or the Flat _____

6. All the above easements rights and privileges are subject
to and conditional upon the Lessee contributing and paying
as in this Lease provided and to the other terms of this
Lease _____

THE FIFTH SCHEDULE hereinafter referred to
(Restrictions exceptions and reservations to which this
Lease is subject)

Unto the Lessor and the owners and lessees of the other
flats comprised in the Building: -

- (1) Easements rights and privileges over and along and
through the Flat equivalent to those set forth in
paragraphs 1 2 3 and 4 of the Fourth Schedule to this
Lease _____
- (2) Power for the Lessor and its surveyors or agents with
or without workmen and others at all reasonable times
on giving reasonable notice (except in the case of
emergency) to enter the Flat for the purpose of carrying
out its obligations under this Lease _____

THE SIXTH SCHEDULE hereinafter referred to
(Lessors Covenants)

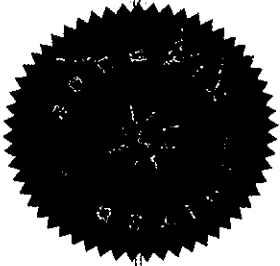
1. That the Lessee paying the said yearly rent hereby
reserved and the additional payments hereby reserved and
performing and observing the several covenants stipulations
conditions and agreements herein contained and on its part
to be performed and observed shall and may peaceably and
quietly hold and enjoy the Flat during the term hereby
granted without any lawful interruption or disturbance from
the Lessor its successors in title or assigns or any person
or persons claiming under or in trust for it or them _____
2. To impose upon every person to whom it shall grant a

Lease of any other flat in the Building a covenant to observe the restrictions set forth in the Third Schedule hereto_____

3. To insure the Building with Excess Insurance Company Limited or some other reputable insurance company nominated by the Lessor against the risks set out in paragraphs (i) (ii) and (iii) of clause 3(i)(b) of this Lease_____

4. Unless prevented by Act of Parliament Statutory Instrument Regulations strikes lockouts or other causes beyond the control of the Lessor to expend the money to be received by virtue of the insurance on the Building in substantially rebuilding repairing or reinstating such parts of the Building as shall from time to time be damaged or destroyed_____

5. To permit any person or Company providing services to the Building or any servant agent or independent contractor of such person or Company to have access to the Building at all times to enable such person or Company to provide the said services_____



{ THE COMMON SEAL of
{ BORNEFIX LIMITED was herunto
{ affixed in the presence of
{ Director *[Signature]*
Secretary *[Signature]*

Please seal plan

DATED March 22^d 1970

BONNIX LIMITED

MRS H.V. BROWN.

C. J. & Co.
13th Floor
A

The
Page
English Inc.

of Flat and Garage No. 2,
Janie Court 135 Wake Green Road,
Koseley in the City of Birmingham.

Term 99 years
Commences 25. 12. 1968
Expires 24. 12. 2067
RENT: £25 p.a.

F 67 11
HM LAND REGISTRY
V. 652.
LEASEHOLD TITLE REGISTERED
TITLE NUMBER WK/57682



SEARCHES

Report undertaken and prepared on behalf:

SPS Limited 9 Whitburn Street Bridgnorth WV16 4QN	Client Ref: 8004
	Our Ref: XX9982
	Date of Report: 13 February 2010

Address (of land or property being the subject of search)

Flat 2 Janie Court 135 Wake Green Road Birmingham West Midlands B13 9UT
--

Local Authority Information

Birmingham City Council Alpha Tower Suffolk Street Queensway P.O. Box 28 Birmingham B1 1TU	Tel: 0121 303 9944 Fax: 0121 303 4708 Email: land.charges@birmingham.gov.uk Web: www.birmingham.gov.uk
---	--

The report compiled and prepared by RightSearch following instruction from the above named client is subject to standard terms and conditions. The report is compiled and prepared within 48 hours of the relevant information being obtained. RightSearch is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code.



Sophia House,
28 Cathedral Road,
Cardiff,
CF11 9LJ

Tel: 029 20 660192
Fax: 029 20 660219

DX 141858
CARDIFF 28



LOCAL LAND CHARGES REGISTER ENTRIES

Flat 2, Janie Court, 135 Wake Green Road, Birmingham, West Midlands, B13 9UT

RESULTS OF SEARCH OF LOCAL LAND CHARGES REGISTER

Part One - General Financial Charges	No Entries
Part Two - Specific Financial Charges	No Entries
Part Three - Planning Charges	Refer to Page 10
Part Four - Miscellaneous Charges	Refer to Page 10
Part Five - Fenland Ways Charges	No Entries
Part Six - Land Compensation Charges	No Entries
Part Seven - New Towns Charges	No Entries
Part Eight - Civil Aviation Charges	No Entries
Part Nine - Opencast Coal Charges	No Entries
Part Ten - Listed Building Charges	No Entries
Part Eleven - Light Obstruction Notices	No Entries
Part Twelve - Drainage Scheme Charges	No Entries

It is confirmed that the Search of the Register of Local Land Charges reveals the Registrations referred to above

1. Planning & Building Regulations

1.1 Planning and Building Regulation

Decisions and Pending Applications

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

- | | | | |
|----------|--|---------|---------------------------|
| a | a planning permission | 1.1 (a) | Refer to Planning History |
| b | a listed building consent | 1.1 (b) | None |
| c | a conservation area consent | 1.1 (c) | None |
| d | a certificate of lawfulness of existing use or development | 1.1 (d) | None |
| e | a certificate of lawfulness of proposed use or development | 1.1 (e) | None |
| f | building regulation approval | 1.1 (f) | None |
| g | a building regulation completion certificate | 1.1 (g) | None |
| h | any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? | 1.1 (h) | None |

The replies attaching to this search of the records of Birmingham City Council are intended to relate wholly and exclusively to that land or premises being the subject of the search enquiry.
www.birmingham.gov.uk

1.2 Planning Designations and Proposals

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?

City of Birmingham UDP Adopted 11th October 2005
City of Birmingham Local Development Framework dated December 2006
West Midlands Regional Spatial Strategy
General Policy Designation - Within Settlement Limits/Housing
Housing/Residential
Within Settlement Limits
City Wide Policies Apply

This reply reflects policies and/or proposals outlined in (1) the City of Birmingham UDP (2) the City of Birmingham Local Development Framework Scheme and(3) the West Midlands Regional Spatial Strategy as prepared by the West Midlands Local Government Association.

2. ROADS

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

- | | | | |
|----------|--|-------|---|
| a | highways maintainable at public expense? | 2 (a) | Wake Green Rd is Maintained. Janie Court Internal Access/Parking & Service Areas are not Maintained |
| b | subject to adoption and supported by a bond or bond waiver; | 2 (b) | Not Applicable |
| c | To be made up by a Local Authority who will reclaim the cost from the frontagers; or | 2 (c) | Not Applicable |
| d | To be adopted by a Local Authority without reclaiming the cost from the frontagers? | 2 (d) | Not Applicable |

The status of the Roadway being made subject to the search has been derived from an inspection of the Official list of Roads maintainable at the Public Expense as held by Birmingham City Council as the Highway Authority pursuant to Section 36 of the Highways Act 1980. The existence of a Roadway, Footpath, Footway, Track, Registered Public Footpath, Byway (Byway open to all traffic) (BOAT)), Restricted Byway or Bridleway is not intended to infer an automatic right to use same.

3. OTHER MATTERS

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

3.1 No

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for road works?

3.2 No

3.3 Drainage Agreements and Consents

Do either of the following exist in relation to the property:-

- a An Agreement to drain buildings in combination into an existing sewer by means of a private sewer; or
- b An Agreement or Consent for (i) a building, (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

3.3 (a) No

3.3 (b) No

In the event of any subsequent enquiries which may need to be addressed for the attention of the Water Company, you should note that the official undertaker is Severn Trent Searches www.severntrentsearches.co.uk

3.4 Nearby Road Schemes

(Is the property (or will it be) within 200 metres of any of the following:-

- | | | | |
|----------|---|---------|----|
| a | The centre line of a new trunk road or special road specified in an order, draft order or scheme; | 3.4 (a) | No |
| 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; | 3.4 (b) | No |
| c | The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes; | 3.4 (c) | No |
| d | The outer limits of (i) construction of a new road to be built by a Local Authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway (Underpass, Flyover, Footbridge, Elevated Road or Dual Carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes; | 3.4 (d) | No |
| e | The centre line of the proposed route of a new road under proposals published for public consultation | 3.4 (e) | No |
| f | The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? | 3.4 (f) | No |

3.5 Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, light railway or monorail?

3.5 No

3.6 Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property:-

a	Permanent stopping up or diversion	3.6 (a)	No
b	Waiting or loading restrictions	3.6 (b)	No
c	One way driving	3.6 (c)	No
d	Prohibition of driving	3.6 (d)	No
e	Pedestrianisation	3.6 (e)	No
f	Vehicle width or weight restriction	3.6 (f)	No
g	Traffic calming works including road humps	3.6 (g)	No
h	Residents parking controls	3.6 (h)	No
i	Minor road widening or improvement	3.6 (i)	No
j	Pedestrian crossings	3.6 (j)	No
k	Cycle tracks; or	3.6 (k)	No
l	Bridge building?	3.6 (l)	No

Under the Road Traffic Regulations and other subsisting legislation Local Authorities are exercised with the responsibility to make traffic regulation orders to ensure the safe, secure, convenient and expeditious movement of vehicles. In certain circumstances Orders can also be made by Government Departments external to the Local Authority.

3.7 Outstanding Notices

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;	3.7 (a)	No
b	environment	3.7 (b)	No
c	health and safety	3.7 (c)	No
d	housing	3.7 (d)	No
e	highways; or	3.7 (e)	No
f	public health?	3.7 (f)	No

3.8 Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?

3.8 No

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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 | an enforcement notice | 3.9 (a) | No |
| b | a stop notice | 3.9 (b) | No |
| c | a listed building enforcement notice | 3.9 (c) | No |
| d | a breach of condition notice | 3.9 (d) | No |
| e | a planning contravention notice | 3.9 (e) | No |
| f | another notice relating to breach of planning control | 3.9 (f) | No |
| g | a listed building repairs notice | 3.9 (g) | 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 | 3.9 (h) | No |
| i | a building preservation notice | 3.9 (i) | No |
| j | a direction restricting permitted development | 3.9 (j) | No |
| k | an order revoking or modifying planning permission | 3.9 (k) | No |
| l | an order requiring discontinuance of use or alteration or removal of building or works; | 3.9 (l) | No |
| m | a tree preservation order | 3.9 (m) | No |
| n | proceedings to enforce a planning agreement or planning contribution? | 3.9 (n) | No |

3.10 Conservation Area

Do the following apply in relation to the property:-

- | | | | |
|----------|--|----------|----|
| a | the making of the area a Conservation Area before 31 August 1974:or | 3.10 (a) | No |
| b | an unimplemented resolution to designate the area a Conservation Area? | 3.10 (b) | No |

3.11 Compulsory Purchase

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

3.11 No

3.12 Contaminated Land

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):-

- | | | |
|----------|---|-------------|
| a | A contaminated land notice; | 3.12 (a) No |
| 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 | 3.12 (b) No |
| 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? | 3.12 (c) No |

Whilst the standard enquiries of Birmingham City Council have failed to disclose any registrations (outstanding or otherwise) with regards Contaminated Land, you are advised to undertake an Environmental Search Report.

3.13 Radon Gas

Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?

3.13 No

Positive replies to this enquiry do not necessarily imply that Radon Gas is present at levels which would impose a significant risk. Formal Radon risk searches for individual properties can be requested of the Health Protection Agency.

<http://www.hpa.org.uk>

LOCAL LAND CHARGES REGISTER ENTRIES

Address (of land or property being the subject of search)

Flat 2
Janie Court
135 Wake Green Road
Birmingham
West Midlands
B13 9UT

PART 3 (PLANNING CHARGES)
Conditional Consent
1998/00008PA
Retention of Porch to Rear of Flat 2
17/3/98
.

PART 4 (MISCELLANEOUS CHARGES)
Smoke Control Order
City of Birmingham Revocation (No 1) Order
City of Birmingham Consolidation (No 2) Order
1.1.88
.

PLANNING HISTORY, REGISTRATIONS & ENTRIES MAINTAINED PURSUANT TO THE TOWN & COUNTRY PLANNING ACTS

Address (of that property or parcel of land being the subject of search)

Flat 2
Janie Court
135 Wake Green Road
Birmingham
West Midlands
B13 9UT

There is no Planning History save for PART 3 Local Land Charges Register Entries at page 10
Building Regulations Information

None

Informative: We have taken the decision to effect the standard reporting timeframe of the Local Authority with regards matters of Planning History
ALTHOUGH any available earlier entries that you may wish to access will be available from our archive service on request.

SOURCES OF INFORMATION

We have obtained the information to compile this search report from the following locations:

Local Land Charges

We have been provided with formal Local Authority produced data specific to the property following submission of the property address to

Birmingham City Council

Information obtained from this department is reported in questions 1.1(a-e), 3.3(a-b), 3.7(a-f), 3.9(a-n), 3.10(a-b) and 3.11

Planning Department

We have remotely inspected Local Authority produced computerised records held on behalf

Birmingham City Council

Information obtained from this department is reported against questions 1.1(a-e) and 3.8

Highways Department

We have remotely inspected:

The List of Highways maintainable at the public expense and/or

The Map of Public Highways as maintained by the relevant Public Highway Authority

The current Local Plan / Unitary Development Plan (UDP) Documentation

The Local Development Policy Framework (LDF) Documentation

The Highway Authority Transport Rolling Programme

Traffic Management Policy, Plans & Proposals

Information obtained from this department is reported against questions 2(a-d), 3.4(a-f) and 3.6(a-l)

Building Regulations Department

We have been provided with Local Authority produced data specific to the property following submission of the property address to

Birmingham City Council

Information obtained from this department is reported against questions 1.2, 3.1, 3.2 and 3.5

Public Policy Records

We have remotely inspected:

Local Plan / Unitary Development Plan (UDP) Documentation

Local Development Policy Framework (LDF) Documentation

County Council Structure Plan Documentation

Regional Policy Planning Guidance Documentation

Information obtained from this department is reported against questions 1.2, 3.1, 3.2 and 3.5

Contaminated Land

We have remotely inspected:

The Register of Contaminated Land held by

Birmingham City Council

We also recommend that a commercial environmental search be undertaken due to the incomplete nature of the Register of Contaminated Land maintained by this authority.

Information obtained from this department is reported against questions 3.12(a-c)

Radon Data

We have inspected the Health Protection Agency maps (2007 Version)

Information obtained from this record source is reported at question 3.13

THE SEARCH CODE

Important Consumer Protection Information

This search has been produced by RightSearch Ltd, of Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ (Tel: 029 20 660192, Fax: 029 20 660219) which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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

The Code's main commitments

The Search Code's key commitments say that search organisations will:

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

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for your complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final resolution after your complaint has been formally considered or if the firm has exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered 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 IPCAS.

IPCAS Contact Details:

Telephone: 020 7520 3800

Email: info@idrs.ltd.uk

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

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

We have a formal written complaints procedure for handling complaints speedily and fairly.

If you wish to make a complaint, please contact:

**RightSearch Ltd of Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ
(Tel: 029 20 660192, Fax: 029 20 660219).**

We will:

- **Acknowledge a complaint within 5 working days of its receipt**
- **Normally deal with a complaint fully and 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 written response at the latest within 40 days of receipt**
- **Liase, 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 Independent Property Codes Adjudication Scheme: Tel: 020 7520 3800 or E-mail: info@idrs.ltd.uk.

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

TERMS AND CONDITIONS OF BUSINESS – 2009
RightSearch Limited

1. Definitions

In these Terms the following words shall have the following meanings:

1.1 "Charges" means our charges for providing the Services, which will be notified to you on the Order Form.

1.2"Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

1.3"Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the services, whichever occurs first.

1.4"Information" means any information supplied by You to Us in connection with the provision of the Services including any information provided by you in an Order.

1.5"Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.

1.6"RSO" (RightSearch Online) is the RightSearch website system. You will have been supplied a username and password for accessing the website.

1.7"Literature" means our brochures, price lists and advertisements in any type of media, including the content of the Website.

1.8"Order" means the request for Services by You.

1.9"Order Form" means the electronic order form on our website.

1.10"Property" means an address or location for which RightSearch provides a Service.

1.11"Report" means local report prepared by the suppliers in respect of the Property.

1.12"Service(s)" means the supply of services by Us to You including but not limited to property searches, reports and other services from time to time and includes our instructions to a Supplier, on your behalf.

1.13"Supplier" means any organisation or third party who provides data or information or reports of any form to RightSearch for the purposes of providing the Services.

1.14"Terms" means these terms and conditions of business.

1.15"You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order with RightSearch.

1.16"Website" means one of the family of RSO websites for which we have supplied you with a username and password.

1.17"We", "Us", "Our" and "RightSearch" are references to RightSearch Ltd whose registered office is at 33 Thornhill Road, Cardiff CF14 6PE.

2. Agreement

2.1 The agreement between You and RightSearch shall come into existence when RightSearch accepts your completed Order.

2.2 These Terms, as maybe varied from time to time, shall govern the agreement between You and RightSearch to the exclusion of all other terms and conditions.

2.3 By submitting an Order, you shall be deemed to have accepted these Terms and You agree to be bound by these Terms when You place any Order. Your continued use of the Services shall amount to your acceptance of any variations to these Terms.

2.4 These Terms together with the Literature and Order comprise the whole agreement relating to the supply of the Services to You by RightSearch. You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.

3. Services

3.1 RightSearch shall use reasonable care and skill in providing the Services to You, however, the Services are provided on the express basis that the information and data supplied in the Services are derived from Suppliers and RightSearch does not warrant the accuracy or completeness of such information or data.

3.2 RightSearch will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

3.3 We reserve the right to make any changes to the Services to conform with any applicable statutory requirements or which we deem appropriate in our sole discretion.

3.4 Our Services and any Supplier services are provided solely for Your use, or the use of Your clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any third party, without Our written consent.

3.5 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.

3.6 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3.7 Copies of the report may be made for inclusion in a Home Information Pack, to comply with the Provisions of the Home Information Pack (No2) Regulations 2007 and the Housing Act 2004

4. Charges

4.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

4.2 RightSearch reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.

4.3 On receiving an order from you, we will check the validity of the items and prices. If there is a problem with the item ordered or the price, we will contact you and offer to credit this order or amend it.

4.4 When paying by credit card, we automatically receive proof of payment.

4.5 If your account is set up for BACS payments, payment is required the same day and you will daily send us a statement of the payments to us.

4.6 If your account is set up for Direct Debit, we will collect the payment directly from your bank.

4.7 Processing of the order will commence when an Order is submitted and the Confirmation of Order is sent to you.

4.8 Invoices will be sent to you electronically (or made available online) confirming individual items of an order and the Charges for that order.

5. Cancellation of Services

5.1 If You want to cancel an Order submitted to Us then You agree to notify Us as soon as possible and in any event within 24 hours after the Order has been submitted. You will remain liable for any expenses or disbursements We may have incurred prior to receiving your notice of cancellation. All expenses or disbursement must be paid in accordance with Term 4. You will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

5.2 Save as provided in Term 5.1 You will have no right to cancel an Order and any payments You have made shall not be refundable.

6. Termination

6.1 RightSearch may suspend or terminate any agreement between us without any liability to You with immediate effect if at any time:

(i) You fail to make any payment due in accordance with Term 4;

(ii) If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or

(iii) You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

6.2 If the agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

6.3 RightSearch reserves the right to refuse to supply any or all Services to You without notice or reason.

7. Events Beyond Our Control

7.1 We reserve the right without notice or liability to You, to defer the date of performance or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce). Provided that, if the event in question continues for a continuous period in excess of [60] days, you shall be entitled to give notice in writing to us to terminate the agreement.

8. Warranties and Limitation of Liability

8.1 We provide warranties and accept liability only to the extent stated in this Term 8.

8.2 Nothing in these Terms excludes either party's liability for death or personal injury caused by its negligence.

8.3 As the information contained in the Services is provided to RightSearch by its Suppliers, RightSearch cannot control its accuracy or completeness, nor is it within the scope of RightSearch's Services to check the information provided by its Suppliers. Accordingly, RightSearch will only be liable to You for any loss or damage caused by its negligence or wilful default and RightSearch shall not in any other circumstances be liable for any inaccuracies, faults or omissions in the Services nor shall RightSearch have any liability if the Services are used otherwise than in accordance with these Terms.

8.4 RightSearch shall not be liable for any indirect or consequential loss, damage or expenses (including loss of profits, loss of contracts, business or goodwill) howsoever arising out of any problem, event, action or default by RightSearch.

8.5 In any event, and notwithstanding anything contained in these Terms, RightSearch's total liability in contract, tort or otherwise shall not exceed £2m in respect of any single claim, event, or series of related claims or events.

8.6 RightSearch shall not be liable for any defect, failure or omission relating to the Services that is not notified to RightSearch within six months of the date of the issue becoming apparent and in any event within two years of the date of the Service.

8.7 RightSearch shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.

8.8 All warranties, conditions and other terms implied by statute or common law are excluded, to the fullest extent permitted by law

8.9 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

8.10 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

8.11 We have insurance in place to meet the requirements of Schedule 6 paragraphs 4 and 5 of the Home Information Pack (No2) Regulations to protect

the client against negligence by us and with regard to information to be included in the report. Our insurers in respect of the report are:
Professional Indemnity Insurance: AIS (Arlington Insurance Services) Ltd, Goldsmiths House, Regent Street, London, W1B 4HZ
Private Local Authority Reports Warranty: Zurich Insurance plc, UK Branch Head Office, The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire, PO15 7JZ

(i) RightSearch will be liable for any negligent or incorrect entry in the records searched. However as RightSearch cannot guarantee the accuracy of these records as they are maintained by the Local Authority, it has put in place private report warranty cover which protects the client against any financial loss suffered in such circumstances

(ii) RightSearch will be liable for any negligent or incorrect interpretation of the records searched.

(iii) RightSearch will be liable for any negligent or incorrect recording of that interpretation in the report

8.12 Unless otherwise indicated on the front page of the report, the person who conducted and prepared the report has not knowingly had any personal or business relationship with any individual involved in the sale of the property

9. Intellectual Property Rights

9.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either RightSearch or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.

9.2 You agree that You will treat and will procure that Your clients on whose behalf You have commissioned the Services will treat as strictly private and confidential the Services and all information which they obtain from the Services.

9.3 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with RightSearch change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.

9.4 We disclaim all proprietary rights including without limitation, Intellectual Property Rights with respect to provision of Services by Our Suppliers.

9.5 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 9.

10. Assignment & Title Retention Clause

10.1 You shall not be entitled to assign Your agreement with Us or any part of it without Our prior written consent.

10.2 We may assign the agreement or any part of it to any person, firm or company.

10.3 Title to the Report shall remain vested in us and shall not pass to you until the purchase price for Report has been paid in full and received by us.

11. General

11.1 The parties to these Terms do not intend that any term of Our agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.

11.2 Failure or delay by Us in enforcing or partially enforcing any provision of the agreement will not be construed as a waiver of any of Our rights under the agreement.

11.3 Any waiver by Us of any breach of, or any default under, any provision of the agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the agreement.

11.4 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.

11.5 Unless otherwise stated in these Terms, all notices from You to RightSearch or vice versa must be in writing and sent to RightSearch's registered office address or Your address as stipulated in the Order.

11.6 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the English Courts.

Residential Private Local Search Indemnity Insurance Policy

	Schedule
Policy Number	LK648743 / 1003677
Property (address)	Flat 2 Janie Court 135 Wake Green Road Birmingham West Midlands
Postcode	B13 9UT
Search Reference	XX9982
	Date of Search
	13 February 2010
Period of Insurance	From the Commencement Date until You cease to have any interest in the Property
Premium	£ 3.15 which is inclusive of Insurance Premium Tax of £ 0.15
Limit of Indemnity	The amount at the Commencement Date at which the Property is marketed subject to a maximum of £2,000,000.
You/Your	Any person or persons set out in Schedule 6, Part 2, Paragraph 6(a) (i) to (iii) of The Home Information Pack (No. 2) Regulations 2007 (SI 2007 No. 1667), namely: 1. the Buyer ; 2. a Potential Buyer ; 3. the Seller ; 4. a Lender .
We/Our/Us	Zurich Insurance plc, a public limited company incorporated in Ireland. Registration No. 13460. Registered Office: Zurich House, Ballsbridge Park, Dublin 4, Ireland. UK branch registered in England and Wales Registration No. BR7985. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ. Authorised by the Irish Financial Regulator and regulated by the Financial Services Authority for the conduct of UK business.

Your Policy

This is a legal document and should be kept in a safe place.

This policy is an agreement between **You** and **Us**.

You must read this policy and its conditions, exclusions, schedule and any endorsements as one contract. Please read all of them to make sure that they provide the cover **You** require. If they do not, please contact **Us** or **Your** insurance adviser who arranged the policy for **You**.

Definitions

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

Adverse Entry	any entry or matter: 1. which was registered against the Property on the Commencement Date and would have been disclosed by an Official Search on the Commencement Date but which was not disclosed by the Search . 2. which was registered against the Property and disclosed by the Search but which should not have been disclosed due to such entry erroneously forming part of the registers of the Relevant Authority at the Commencement Date . 3. (applicable to a Buyer or Lender only) being any local land charge which was registered against the Property on the Commencement Date and which would have been disclosed by an Official Search item 1 only but which You were not aware of and had no prior knowledge or information of at the time Your interest in the Property started due to a delay in that part of the Search being available to You on the Commencement Date .
Buyer	a person buying an interest in the Property relying upon the Search .
Insured Use	the continued use of the Property as a single private residential house, flat or maisonette as existing and as constructed at the Commencement Date .
Lender	an institutional lender providing a loan to a Buyer secured on the Property .
Market Value	the value as determined by a surveyor appointed by agreement between You and Us (or in default of agreement) the President for the time being of the Royal Institution of Chartered Surveyors.
Official Search	a search carried out against the Property by the Relevant Authority in: 1. Form L1 of the Local Land Charges Rules 1977 Schedule 1; and/or 2. Form Con 29 "Required" Enquiries of the Local Authority (2007 Edition)

	(or any official form(s) that supersede or replace such form(s)).
Potential Buyer	a person other than the Buyer who receives a HIP from the Seller or his agent(s) and who relies upon the Search in contemplation of buying the Property .
Relevant Authority	the statutory authority or authorities responsible for maintaining the registers from which the subject matter of the Search is compiled.
Search	the search to which this policy is attached carried out against the Property by the Search Provider using information compiled from the registers of the Relevant Authority .
Search Provider	Rightsearch Limited, Sophia House, 28 Cathedral Road, Cardiff, CF11 9LJ Company No. 06485996

Cover

We will pay the following losses sustained by **You** solely and directly due to **Your** reliance on the **Search** which did not contain the **Adverse Entry** and or as a result of an **Adverse Entry** which would have been disclosed by an **Official Search item 1** had one been available at the **Commencement Date**:

1. in respect of a **Buyer**:
 - (i) any reduction in **Market Value** of the **Property** calculated at the date **You** become aware of the **Adverse Entry**.
 - (ii) the amount of any financial charges(s) registered against the **Property**.
 - (iii) all other costs and expenses including out of court settlement costs incurred by **You** with **Our** prior written agreement.
2. in respect of a **Potential Buyer** any sums actually expended by **You** after the **Commencement Date** in contemplation of buying the **Property** if **You** do not proceed solely as a direct result of an **Adverse Entry**.
3. in respect of the **Seller** any abortive costs of sale incurred after the **Commencement Date** as a direct result of the **Adverse Entry**.
4. in respect of the **Lender** once **You** have repossessed the **Property** the difference between the outstanding amount of the loan at the time **You** become aware of the **Adverse Entry** and the amount recovered by **You** on the sale of the **Property** in so far as such difference directly results from an **Adverse Entry**.

Protection for Mortgagees and Successors in Title

We will not avoid **Our** liability to make a payment to **You** solely because another person breaches the terms and conditions or provides false information to obtain this policy, provided such breach or false information was not committed or given on **Your** behalf or with **Your** knowledge or agreement.

Exclusions

We will not pay for any:

1. amount in excess of the **Limit of Indemnity**.
2. loss in respect of any **Adverse Entry**:
 - (i) disclosed in the **Search** (with the exception of **Adverse Entry item 2**);
 - (ii) which **You** knew of (other than knowledge imputed to **You** by statute) at the **Commencement Date**;
 - (iii) which were entered in registers of the Relevant Authority after the **Commencement Date**;
 - (iv) which **You** became aware of after **You**:
 - (a) ceased to have any interest in the **Property**;
 - (b) chose not to purchase the **Property**.
3. loss which is recoverable under a household buildings insurance policy.
4. loss arising from:
 - (i) the identification or registration of any land as contaminated land pursuant to any environmental or contamination regulation or statute including (but not limited to) the Environmental Protection Act 1990;
 - (ii) any matter that would have been revealed by an enquiry of the Environment Agency.
5. loss if the **Property** is not used for the **Insured Use** on or after **Commencement Date**.

For and on behalf of the Zurich Insurance plc
Guy Munnoch



Chief Executive Officer of Zurich Insurance plc, UK branch

Claims Conditions and How to Claim

1. **You** must:
 - (i) give **Us** written notice as soon as possible of any potential or actual claim or any circumstances likely to result in a claim. Please provide the policy number, **Your** name, the full address of the **Property** and a brief description of the incident that has occurred.

Notifications should be sent to Zurich Conveyancing Underwriting Centre, East Core, 3 Minster Court, Mincing Lane, London EC3R 7DD or DX 507 London/City
Tel: 020 7256 3838 Fax: 020 7256 3839

- (ii) pass all court documents and/or other communications to **Us** as soon as possible after receipt.
 - (iii) not deal with, make any admission of liability or attempt to settle a claim without **Our** prior written agreement.
 - (iv) agree to and carry out at **Our** expense all things necessary to minimise any loss.
 - (v) provide all information and assistance that **We** may require to help defend and settle the claim.
2. **We** are entitled to:
- (i) decide how to settle or defend a claim and may carry out proceedings in the name of any person insured under this policy, including proceedings for recovering any claim.
 - (ii) pay to **You** at any time, an amount equal to the **Limit of Indemnity** or any lower amount for which the claim can be settled, after deduction of any sum already paid. **We** may then give up control of and have no further liability in connection with the claim.
3. If **We** accept liability but **You** disagree with the amount **We** offer to pay, the claim will be referred to an arbitrator who will be jointly appointed in accordance with statutory provisions. In such cases an award made by the arbitrator will be a condition precedent to any right of legal action against **Us**.
4. If a claim is fraudulent or false in any way, **We** will not make any payment and all cover under this policy will end, subject to the operation of the Protection for Mortgagees and Successors in Title clause.
5. If any claim is covered by any other insurance, **We** will not pay for more than **Our** share of that claim.
6. The most **We** will pay for any loss (or all losses in the aggregate), including costs and expenses agreed by **Us** is the **Limit of Indemnity**. Once **We** have paid a loss or losses equal to the amount of the **Limit of Indemnity**, **We** will have no further liability under this policy.

General Conditions

1. The **Limit of Indemnity** must not be less than the amount for which the **Property** is marketed.
2. On receipt the result of any delayed **Official Search item 1** must be immediately placed within the HIP and or disclosed to a **Buyer** and or **Potential Buyer**.
3. **Our** liability to make any payment under this policy will be conditional upon **Your** compliance with its terms and conditions and the truth of any information provided to **Us** by **You** or on **Your** behalf to obtain the policy.
4. Neither **You** (nor anyone acting on **Your** behalf) must disclose the existence of this policy to any other party except **Your** legal advisers, prospective purchasers, lessees and tenants of the **Property**, their mortgagees and legal advisers.
5. This insurance contract is governed by the law that applies to that part of the United Kingdom where the **Property** is situated. If there is any dispute as to which law applies, it will be English law.
6. **You** cannot transfer the benefits of this policy to anyone else. However, if **You** die during the **Period of Insurance**, **We** agree that the benefits will pass to your estate and beneficiaries.

Cancellation Rights

If you decide you do not want to accept the policy please tell us (or your insurance adviser), within 14 days of receiving the policy. We may, at our discretion, charge you for the time that you have been on cover, including insurance premium tax. Any refund will be made to the party who paid the premium. If you do cancel, you may be in breach of the terms of your mortgage or the terms of the contract for the sale of your property. If you are in doubt, you may wish to seek legal advice prior to cancellation

Complaints Procedures

We want to provide a first class service. If you have any cause for complaint you should, in the first instance, contact Zurich Conveyancing Underwriting Centre, East Core, 3 Minster Court, Mincing Lane, London EC3R 7DD or DX 507 London/City
Tel: 020 7256 3838 Fax: 020 7256 3839

Please quote the details of your policy (your surname and initials, policy number, the full address of the property, etc).

If you remain dissatisfied with the response, we will refer your complaint to our Customer Relations Team for a separate review. They will notify you once they receive your complaint and will provide you with a final response when they have completed their inquiries.

If we are unable to resolve your complaint to your satisfaction within 8 weeks, or if we have provided you with a final decision letter, you may be able to refer your complaint to the Financial Ombudsman Service (FOS). This is a free and impartial service.

The FOS can be contacted on 0845 080 1800 or emailed at complaint.info@financial-ombudsman.org.uk

The FOS will only consider your complaint if, at the time of notification, you are a private individual, a business with a group annual turnover of less than £1 million, a charity with an annual income of less than £1 million or a trustee of a trust with a net asset value of less than £1 million.

Following the Complaints Procedure does not affect your legal rights.

How We will use Your Data

Zurich Insurance plc holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information, or to prevent and detect fraud, we may share information you give us with other organisations and public bodies, including the Police, accessing and updating various databases. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.

SPS

9 Whitburn Street
Bridgnorth
Shropshire
WV16 4QN

Order Date: **Friday, 5 February 2010**
Order No: **20262049**
Customer Ref: **8004**

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

**FLAT 2 JANIE COURT
135 WAKE GREEN ROAD
BIRMINGHAM
B13 9UT**

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 6 Feb, 2010 by James Brooks, 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.

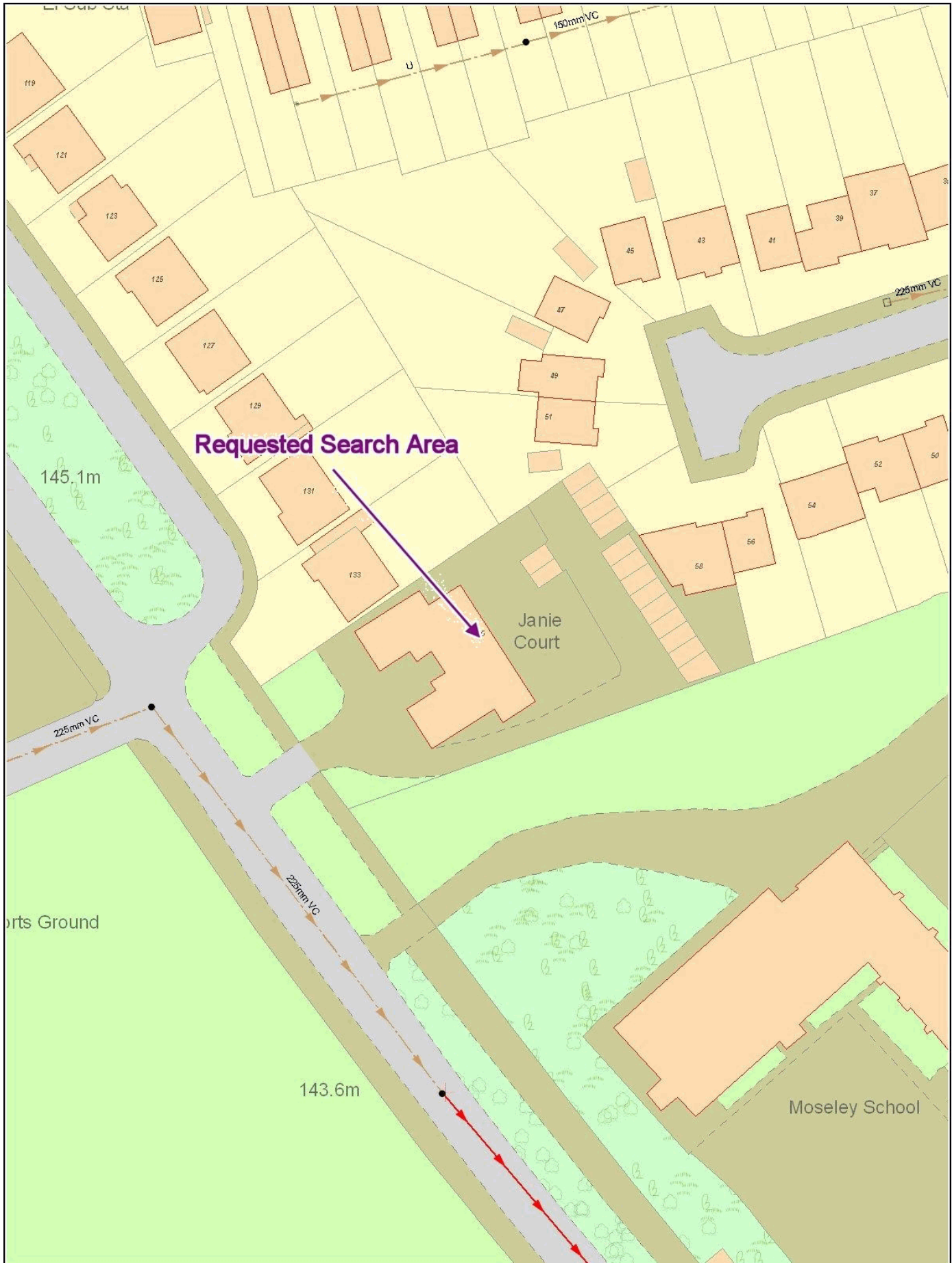
✓ This response represents the typical situation for a residential property.

📖 The attention of the purchaser is drawn to this response. Further information can be found in the Guidance Notes accompanying the relevant question, 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.

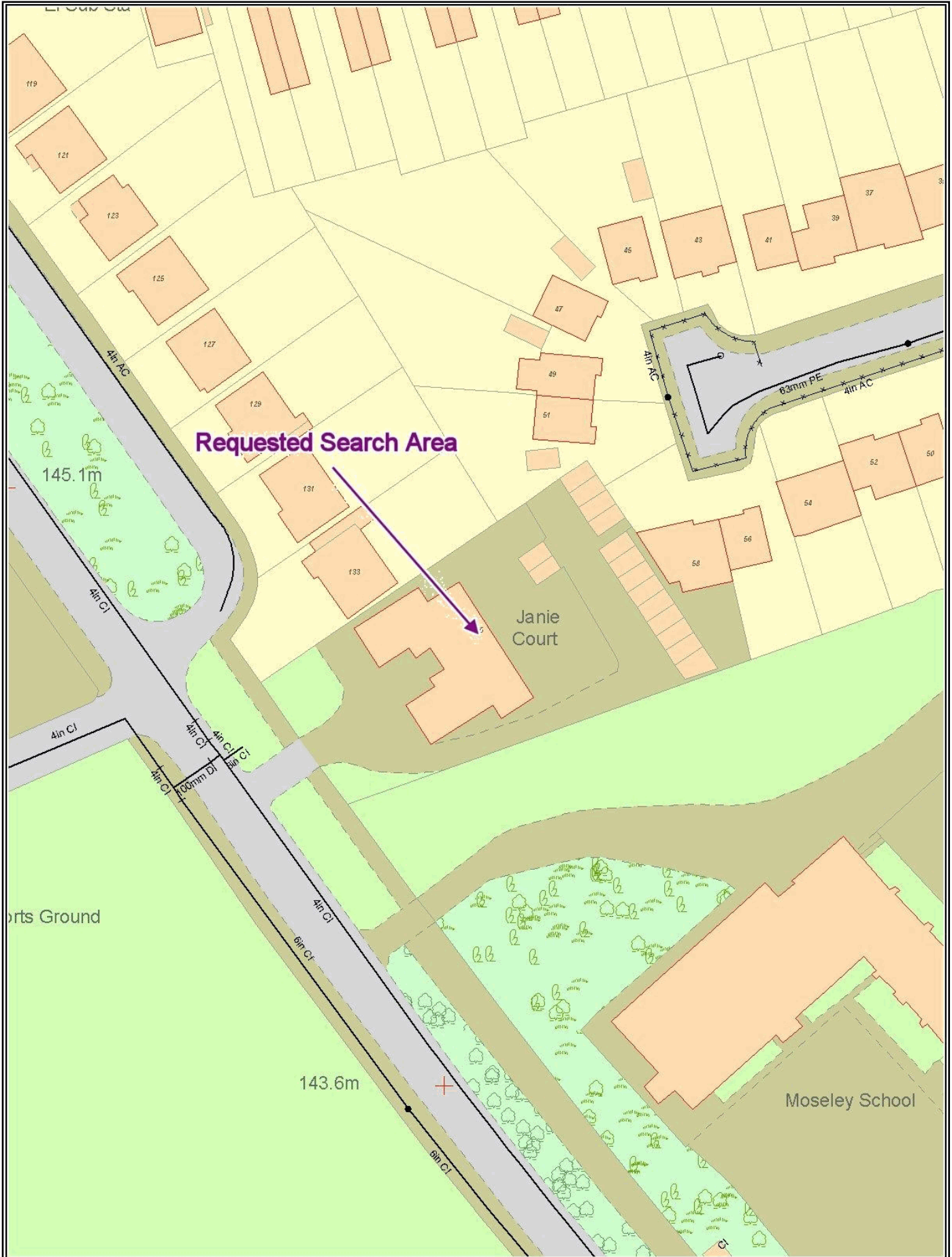
Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4 Does foul water from the property drain to a public sewer?	Yes ✓
5 Does surface water from the property drain to a public sewer?	Yes ✓
6 Are any sewers or lateral drains serving, or which 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, See Details 📄
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.	Pass ✓
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 FLAT 2 JANIE COURT, 135 WAKE GREEN ROAD, BIRMINGHAM, B13 9UT



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 FLAT 2 JANIE COURT, 135 WAKE GREEN ROAD, BIRMINGHAM, B13 9UT



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, See Details

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. We recommended that further investigation is made into how the property is connected to the public sewerage system however the sewerage undertaker does not hold records of the location of these lengths of private drain/sewer.

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 99110461) BATHROOM **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.


Pass

The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.

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 10.034 KM to the South of the property. The name of the nearest sewage treatment works is Springbrook .

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 20 working days 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 40 working days.

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 Property Ombudsman scheme (TPOs), contact details below. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPOs and comply with any decision.

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

TPOs can be contacted at:
The Property Ombudsman scheme
Beckett House, 4 Bridge Street,
Salisbury, Wiltshire, SP1 2LX.
Tel: 01722 333306
Fax: 01722 332296
E-mail: admin@tpos.co.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.



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