HIP BIRMINGHAM

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, 10
Oxford Road
Birmingham
West Midlands
B13 9EH

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** **☒ date on document and any further information**	**Column 3** **If it is a required document for your property:** • **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	☒	28/10/2009
2. Property Information Questionnaire	☒	09/10/2009
3a. Energy Performance Certificate and Recommendation Report – or:	☒	25/09/2009
3b. Predicted Energy Assessment	☐	
4. Sustainability Information (New Homes only)	☐	
5. Sale statement	☒	28/10/2009
Title information		
6. Official copy of the individual register (for registered properties only)	☒	29/09/2009
7. Official copy of the title plan (for registered properties only)	☒	29/09/2009
8. Certificate of official search of the index map (for unregistered properties only)	☐	
9. Documents provided by seller to prove title (for unregistered properties only)	☐	

Column 1 Home Information Pack document	Column 2 Included ☒ date on document and any further information	Column 3 If it is a required document for your property: • 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	☐	
Search reports		
11. Local land charges	☒	28/10/2009
12. Local enquiries	☒	28/10/2009
13. Drainage and water enquiries	☒	14/10/2009

Part 2 – Commonhold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included ☒ with date and any further information	Column 3 If it is a required document for your property: • 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	☐	
2. Land Registry copy of commonhold community statement	☐	

Column 1 **Home Information Pack document**	**Column 2** **Included** **☒ with date and any further information**	**Column 3** **If it is a required document for your property:** • **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	☐	
4. Requests for payment towards commonhold assessment for the past 12 months	☐	
5. Requests for payment towards reserve fund for the past 12 months	☐	
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	☐	
7. Name and address of managing agents and/or other manager (current and any proposed)	☐	
8. Amendments proposed to the commonhold community statement, and other rules	☐	
9. Summary of works affecting the commonhold (current and any proposed)	☐	

Column 1 Home Information Pack document	Column 2 Included ☒ with date and any further information	Column 3 If it is a required document for your property: • 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	☐	

Part 3 – Leasehold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included ☒ with date and any further information	Column 3 If it is a required document for your property: • 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: • an "official" copy • the original lease or a true copy of it; or • an edited information document	☒	07/10/2009

PART 4 – Authorised Documents

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

PROPERTY INFORMATION QUESTIONNAIRE

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	1B3 9EN
b. The name of the seller	NICHOLAS CHARLES MCCARTHY
c. The date the PIQ was completed	2 October 2009.
1. When was the property purchased?	[ ] month [ ] year 14 October 2005
2. Is your property a listed building or contained in a listed building?	Yes ☐ No ☑

	Don't know ☐
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]~~

4. What parking arrangements exist at your property?	Garage ☐ Allocated parking space ☐ Driveway ☑ On street ☐ Resident permit ☐ Metered parking ☐ Shared parking ☐ specify other :
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 ☐ No ☑ Don't know ☐
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 ☐ No ☐ Don't know ☐
7. Are you aware of any flooding at your property since you have owned it or before? 7a. If "yes", please give details.	Yes ☐ No ☑
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 ☐ No ☐ Don't know ☑

8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	
9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property? 9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	**Yes** ☐ **No** ☑ **Don't know** ☐
Utilities and Services	
10. Is there central heating in your property? 10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).	**Yes** ☑ **No** ☐ **Don't know** ☐
11. When was your central heating or other primary heating system last serviced?	**Last serviced** **[year] a report is/is not available** 2 years ago. **Not serviced** ☐ **Don't know** ☐
12. When was the electrical wiring in your property last checked?	**Last serviced** **[year] a report is/is not available** **Not checked** ☐ **Don't know** ☑

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

Services	Connected
Electricity	☑
Gas	☑
Water mains or private water supply	☑
Drainage to public sewer (*if not connected please indicate whether there is a cesspool or septic tank*)	☐
Telephone	☐
Cable TV or Satellite	☑
Broadband	☐

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").	

15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	**Yes** ☐ **No** ☑ **Don't know** ☐
15a. If "yes", please give details of changes and guarantees, if held.	
Access	
16. Do you have right of access through any neighbouring homes, buildings or land?	**Yes** ☑ **No** ☐ **Don't know** ☐
16a. If "yes", please give details.	Communal entrance hall.
17. Does any other person have a right of access through your property?	**Yes** ☐ **No** ☑ **Don't know** ☐
17a. If "yes", please give details.	
Leasehold properties	
18. Is your property a leasehold property? If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.	**Yes** ☑ **No** ☐

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	
19. What is the name of the person or organisation to whom you pay -	Pennycuick Collins, 9 The Square, 111 Broad Street, Birmingham, B15 1AS (Agent for Angelo Burotti)

19a. ground rent; and 19b. service charges (if different from (a) above)?	Circa £50 p.annum. Service Charge circa £1000 p.a.
20. How many years does your lease have left to run?	99 years from 25 March 1990
21. How much is your current annual ground rent?	See above
22. How much is your current annual service charge?	See above
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	
24. Are you aware of any proposed or ongoing major works to this property? 24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	**Yes** ☐ **No** ☑ **Don't know** ☐
25. Does the lease prevent you from - 25a. Sub-letting? 25b. Keeping pets?	 **Yes** ☐ **No** ☐ **Don't know** ☑ **Yes** ☐ **No** ☐ **Don't know** ☑
26. Does the lease allow you to: 26a. Use a car park or space? 26b. Have access to a communal garden (where applicable)?	 **Yes** ☑ **No** ☐ **Don't know** ☐ **Yes** ☑ **No** ☐ **Don't know** ☐
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** ☐ **No** ☐ **Don't know** ☑

Explanatory Notes to Numbered Items

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company – you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.

20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.

21. This information will be found in the lease.

22. This information will be found on the previous year's service charge demands.

24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

Please note : All leaseholders should have their own copy of the lease although sometimes this is held by the mortgage lender or the conveyancer who handled the purchase. A copy can normally be obtained from the Land Registry – www.landregisteronline.gov.uk. It is unlikely that the managing agent will be able to provide a copy of the lease.

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OFFICIAL COPY OF REGISTER ENTRIES

This official copy shows the entries subsisting on the register on **24 October 2005** at **11:35:25. This date must be quoted as the 'search from date' in any official search application based on this copy.**
Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
Issued on 24 October 2005.
This title is dealt with by **Land Registry Coventry Office.**

Land Registry

Title Number : **WM550758**

Edition Date : 24 October 2005

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. (04.03.1992) The **Leasehold** land shown edged with red on the plan of the above Title filed at the Registry and being The Mews Apartment, Oxford Court, 10 Oxford Road, Moseley, (B13 9EH).

   NOTE 1: As to the part tinted yellow on the filed plan, only the ground floor level is included in this title.

   NOTE 2: As to the part tinted mauve on the filed plan, only the first floor level is included in this title.

   NOTE 3: As to the part tinted blue on the filed plan, only the ground and first floor level are included in this title.

   NOTE 4: As to the part tinted pink on the filed plan, only the ground, first and mezzanine floor levels are included in this title

2. Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
   Date : 21 February 1992
   Term : 99 years from 25 March 1990
   Rent : £50 rising to £200
   Parties : (1) Angelo Buratti
   (2) Richard Edward Thomas and Patricia Josephine Carney

3. 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.

Continued overleaf

A: Property Register continued

4. (24.10.2005) The lessor's title is registered.

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. (24.10.2005) **PROPRIETOR:** NICHOLAS CHARLES MCCARTHY of The Mews Apartment, Oxford Court, 10 Oxford Road, Moseley, Birmingham, West Midlands B13 9EH.

2. (24.10.2005) The price stated to have been paid on 14 October 2005 was £134,000.

3. (24.10.2005) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

4. (24.10.2005) **RESTRICTION:** No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 14 October 2005 in favour of Scottish Widows Bank PLC referred to in the Charges Register.

C: Charges Register

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

1. A Conveyance of the freehold estate in the land in this title and other land dated 8 February 1978 made between (1) George Pratt Gomm and (2) John James Brock contains the following covenants:-

   "The said John James Brock doth hereby for himself his heirs and assigns covenant with the said George Pratt Gomm his heirs and assigns that he the said John James Brock his heirs or assigns will erect upon the said pieces of land respectively only private dwellinghouses and keep them as such and set them back to the building line marked upon the said plan and lay out and expend in the erection of each single dwellinghouse Seven hundred pounds and if two detached or semi-detached houses to be erected then One thousand pounds at the least."

   NOTE: The building line referred to is the line of existing buildings.

2. (24.10.2005) **REGISTERED CHARGE** dated 14 October 2005.

Continued on next page

C: Charges Register continued

3. (24.10.2005) **PROPRIETOR:** SCOTTISH WIDOWS BANK PLC (Scot. Co. Regn. No. 154554) of P.O. Box 12757, 67 Morrison Street, Edinburgh EH3 8YJ.

END OF REGISTER

NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.

Transfer of whole of registered title(s)

Land Registry

TR1

If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.

1. Stamp Duty

Place "X" in the appropriate box or boxes and complete the appropriate certificate.

☐ It is certified that this instrument falls within category ☐ in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

☐ It is 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 £

☐ It is certified that this is an instrument on which stamp duty is not chargeable by virtue of the provisions of section 92 of the Finance Act 2001

2. Title Number(s) of the Property *Leave blank if not yet registered.*

WM550758

3. Property

The Mews Apartment, Oxford Court, 10 Oxford Road, Moseley, Birmingham, B13 9EH

4. Date 14th October 2005 2005

5. Transferor *Give full names and company's registered number if any.*

STEPHEN ROBERT LONGSTAFF

6. Transferee **for entry on the register** *Give full name(s) and company's registered number, if any. For Scottish companies use an SC prefix and for limited liability partnerships use an OC prefix before the registered number, if any. For foreign companies give territory in which incorporated.*

NICHOLAS CHARLES McCARTHY

Unless otherwise arranged with Land Registry headquarters, a certified copy of the Transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

7. Transferee's intended **address(es) for service (including postcode) for entry on the register** *You may give up to three addresses for service one of which must be a postal address but does not have to be within the UK. The other addresses can be any combination of a postal address, a box number at a UK document exchange or an electronic address.*

THE MEWS APARTMENT, OXFORD COURT, 10 OXFORD ROAD, MOSELEY, BIRMINGHAM B13 9EH

8. **The Transferor transfers the Property to the Transferee**

9. Consideration *Place "X" in the appropriate box. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel.*

☒ The Transferor has received from the Transferee for the Property the sum of *In words and figures.*

One hundred and thirty four thousand pounds (£134,000)

☐ *Insert other receipt as appropriate.*

☐ The transfer is not for money or anything which has a monetary value

10. The Transferor transfers with *Place "X" in the appropriate box and add any modifications.*

☒ full title guarantee ☐ limited title guarantee

11. Declaration of trust *Where there is more than one Transferee, place "X" in the appropriate box.*

☐ The Transferees are to hold the Property on trust for themselves as joint tenants

☐ The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares

☐ The Transferees are to hold the Property *Complete as necessary.*

12. Additional provisions *Insert here any required or permitted statements, certificates or applications and any agreed covenants, declarations, etc.*

The Transferor is not liable under any covenant implied into this transfer by statute for any breach of the terms of the registered lease concerning the condition of the property comprised in the title above referred to

The Transferee covenants with the Transferor that he and those deriving title under him will henceforth during the continuance of the term created by the registered Lease pay the rent thereby reserved and performed and observe the covenants on the part of the Lessee and the conditions therein contained and will at all times hereafter keep the Transferor and him estate and effects indemnified against all proceedings costs claims and expenses whatsoever in respect of the said rent covenants and conditions or in any way related thereto.

13. Execution *The Transferor must execute this transfer as a deed using the space below. If there is more than one Transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains Transferee's covenants or declarations or contains an application by the Transferee (e.g. for a restriction), it must also be executed by the Transferee (all of them, if there is more than one).*

SIGNED as a Deed by the said
STEPHEN ROBERT LONGSTAFF
in the presence of:

Witness Signature
Name Miss E. J. Dudley
Address 78, Florence Road,
Acocks Green,
W. Midlands
B27 6LW.

SIGNED as a Deed by the said
NICHOLAS CHARLES McCARTHY
in the presence of:

Witness Signature
Name MARK SAUNDERS
Address FLAT 72, HERITAGE COURT
15 WARSTONE LANE
BIRMINGHAM
B18 6HU

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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.

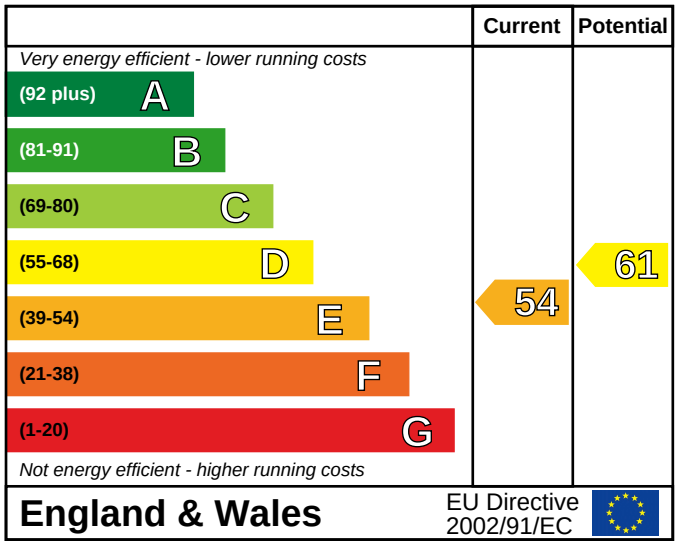
Energy Performance Certificate

SAP
© Crown copyright 2005

Flat 2 10 Oxford Road Moseley BIRMINGHAM B13 9EH	Dwelling type: Date of assessment: Date of certificate: Reference number: Total floor area:	Ground-floor flat 23 September 2009 25 September 2009 8371-6821-6300-8757-9026 57 m²

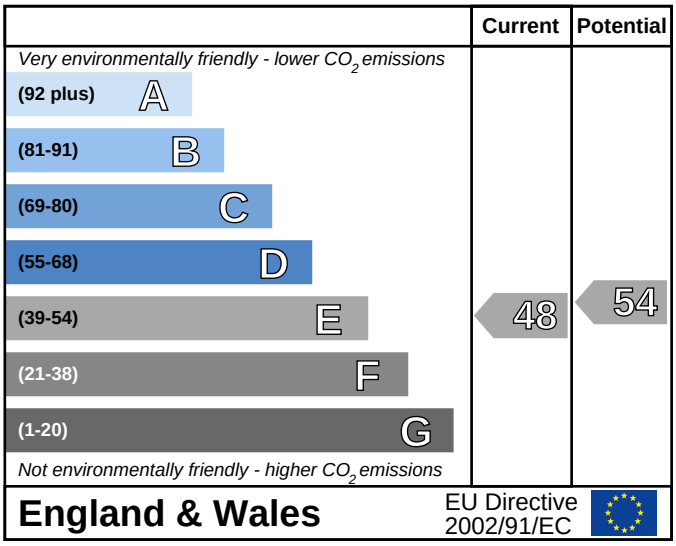
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO_2) emissions.

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.

Environment Impact (CO_2) Rating



The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO_2) emissions. The higher the rating the less impact it has on the environment.

Estimated energy use, carbon dioxide (CO_2) emissions and fuel costs of this home

	Current	Potential
Energy use	428 kWh/m² per year	369 kWh/m² per year
Carbon dioxide emissions	4.1 tonnes per year	3.5 tonnes per year
Lighting	£57 per year	£28 per year
Heating	£624 per year	£565 per year
Hot water	£88 per year	£77 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.

energy saving recommended
Certification mark

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 [scheme name], 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:	ECMK201286
Assessor's name:	Mr Russell Thompson
Company name/trading name:	BBT Energy Assessors
Address:	200 Chester Road North, Sutton Coldfield West Midlands, B73 6SH
Phone number:	07971 898 793
Fax number:	
E-mail address:	bbtassessors@aol.com
Related party disclosure:	I am not related to either the buyer or seller of this property

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.ecmk.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
10 Oxford Road
Moseley
BIRMINGHAM
B13 9EH

Date of certificate: 25 September 2009
Reference number: 8371-6821-6300-8757-9026

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	Solid brick, as built, no insulation (assumed)	Very poor	Very poor
Roof	(another dwelling above)	-	-
Floor	Solid, no insulation (assumed)	-	-
Windows	Single glazed	Very poor	Very poor
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	No low energy lighting	Very poor	Very poor
Current Energy efficiency rating		E 54	
Current environmental impact (CO_2) rating			E 48

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy Efficiency	Environmental
1 Low energy lighting for all fixed outlets	£22	D 56	E 49
Sub-total	£22		
Higher cost measures (over £500)			
2 Replace boiler with Band A condensing boiler	£77	D 61	E 54
Total	£99		
Potential Energy efficiency rating		D 61	
Potential environmental impact (CO_2)rating			E 54

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home. However you should check the conditions in any covenants, planning conditions, warranties or sale contracts.

3 Replace single glazed windows with low-E double glazing	£31	D 63	D 56
4 50 mm internal or external wall insulation	£197	C 77	C 73
Enhanced Energy efficiency rating		C 77	
Enhanced environmental impact (CO_2)rating			C 73

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO_2) emissions.

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

Higher cost measures (typically over £500 each)

2 Band A condensing boiler

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

About the further measures to achieve even higher standards

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

3 Double glazing

Double glazing is the term given to a system where two panes of glass are made up into a sealed unit. Replacing existing single-glazed windows with double glazing will improve comfort in the home by reducing draughts and cold spots near windows. Double-glazed windows may also reduce noise, improve security and combat problems with condensation. Building Regulations apply to this work, so either use a contractor who is registered with a competent persons scheme[1] or obtain advice from your local authority building control department.

4 Internal or external wall insulation

Solid wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating and can be installed by a competent DIY enthusiast. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). It should be noted that planning permission might be required.

[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.

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 CO_2 emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- 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.

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, 10
Oxford Road
Birmingham
West Midlands
B13 9EH

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?	☒ Flat (incl. maisonette) **or** ☐ House (incl. bungalow)
2. If it is a flat, what type of building is it in?	☒ Purpose built block ☐ Converted house **or** ☐ Conversion of commercial premises
3. The property is (or will be):	☐ Freehold ☐ Commonhold ☒ Leasehold starting (or likely to start) from 25 March 19and with 80 years left on the lease
4. The title to the interest in the property being sold is:	☒ The whole of a registered estate ☐ Part of a registered estate ☐ The whole of an unregistered estate ☐ Part of an unregistered estate
5. Name(s) of seller	Mr Nick McCarthy

	Statement
6. The capacity of the seller	☒ 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 (for example with a power of attorney) ☐ Other (please give details):
7. The property is being sold:	☒ With vacant possession ☐ 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.

Land Registry

Official copy of register of title

Title number WM550758

Edition date 20.02.2006

- This official copy shows the entries on the register of title on 29 Sep 2009 at 09:03:41.
- 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 29 Sep 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry, Coventry Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST MIDLANDS : BIRMINGHAM

1 (04.03.1992) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being The Mews Apartment, Oxford Court, 10 Oxford Road, Moseley, (B13 9EH).

NOTE 1: As to the part tinted yellow on the filed plan, only the ground floor level is included in this title.

NOTE 2: As to the part tinted mauve on the filed plan, only the first floor level is included in this title.

NOTE 3: As to the part tinted blue on the filed plan, only the ground and first floor level are included in this title.

NOTE 4: As to the part tinted pink on the filed plan, only the ground, first and mezzanine floor levels are included in this title.

2 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 21 February 1992
Term : 99 years from 25 March 1990
Rent : £50 rising to £200
Parties : (1) Angelo Buratti
(2) Richard Edward Thomas and Patricia Josephine Carney

3 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 (24.10.2005) The lessor's title is registered.

A: Property Register continued

5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

1 (24.10.2005) PROPRIETOR: NICHOLAS CHARLES MCCARTHY of The Mews Apartment, Oxford Court, 10 Oxford Road, Moseley, Birmingham, West Midlands B13 9EH.

2 (24.10.2005) The price stated to have been paid on 14 October 2005 was £134,000.

3 (24.10.2005) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

4 (24.10.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 14 October 2005 in favour of Scottish Widows Bank PLC referred to in the Charges Register.

C: Charges Register

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

1 A Conveyance of the freehold estate in the land in this title and other land dated 8 February 1978 made between (1) George Pratt Gomm and (2) John James Brock contains the following covenants:-

"The said John James Brock doth hereby for himself his heirs and assigns covenant with the said George Pratt Gomm his heirs and assigns that he the said John James Brock his heirs or assigns will erect upon the said pieces of land respectively only private dwellinghouses and keep them as such and set them back to the building line marked upon the said plan and lay out and expend in the erection of each single dwellinghouse Seven hundred pounds and if two detached or semi-detached houses to be erected then One thousand pounds at the least."

NOTE: The building line referred to is the line of existing buildings.

2 (24.10.2005) REGISTERED CHARGE dated 14 October 2005.

3 (24.10.2005) Proprietor: SCOTTISH WIDOWS BANK PLC (Scot. Co. Regn. No. 154554) of P.O. Box 12757, 67 Morrison Street, Edinburgh EH3 8YJ.

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 29 September 2009 shows the state of this title plan on 29 September 2009 at 09:04:36. 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 .

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H. M. LAND REGISTRY

NATIONAL GRID PLAN SP0782 SECTION D

WEST MIDLANDS
BIRMINGHAM DISTRICT

Scale 1/1250

FILED PLAN
H.M. LAND REGISTRY
3.92

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TITLE No. WM550758

This official copy is incomplete without the preceding notes page.

[illegible] certify that the within document [illegible] 5450

DATED 21st [illegible] 1992.

WM 550758

ANGELO BURATTI ESQ

-to-

R.E. THOMAS ESQ., and MISS P.J. CARNEY

L E A S E

-of-

The Mews Apartment
Ground Mezzanine and First Floors
Oxford Court
10 Oxford Road
Moseley
Birmingham.

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

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1971

County and District	West Midlands Birmingham
Title No:	WM 47840
Property:	The Mews Apartment Ground Mezzanine and First Floors Oxford Court 10 Oxford Road Moseley

THIS LEASE is made the 21st day of February One thousand nine hundred and ninety two BETWEEN ANGELO BURATTI of Hancox Portway Birmingham (hereinafter called "the Lessor") of the one part and the Lessee named in the Fifth Schedule (hereinafter called "the Lessee") of the other part

WHEREAS:

(1) The Lessor is registered at Her Majesty's Land Registry as proprietor with absolute title of the Freehold property comprised in the title above referred to known as Oxford Court 10 Oxford Road Moseley Birmingham (the Building)

(2) The Lessor intends to grant leases of the flats in the Building other than the premises hereby demised and the Lessor intend in every such Lease to impose the restrictions and stipulations set forth in the First 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 the said restrictions and stipulations by the lessees and occupiers for the time being of the other flats

(3) The lessor has agreed with the Lessee for the grant to the Lessee of a Lease of the property hereinafter described

for the consideration at the rents and on the terms and conditions hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN PURSUANCE of the said agreement and in consideration of the sum mentioned in the Fifth Schedule hereto paid to the Lessor by the Lessee on or before the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Lessee to be paid observed and performed the Lessor HEREBY DEMISES unto the Lessee ALL THAT the flat being the Flat in the Building (hereinafter called "the Flat") shortly described in the Fifth Schedule TOGETHER WITH the easements rights privileges mentioned in the Second Schedule hereto subject as therein mentioned EXCEPT AND RESERVING as mentioned in the Third Schedule hereto TO HOLD the Flat unto the Lessee from the Twenty fifth day of March One thousand nine hundred and ninety for the term of Ninety nine years YIELDING AND PAYING therefor FIRST by way of ground rent in respect of the first Thirty three years of the said term the yearly rent of Fifty pounds in respect of the second Thirty three years of the said term the yearly rent of One hundred pounds in respect of the remainder of the said term the yearly rent of Two hundred pounds such rent in every case to be paid yearly in advance on the Twenty fourth day of June in every year free of all deductions whatsoever the first payment thereof being a proportionate part of the said annual sum calculated from the date hereof to be made on the execution hereof and SECONDLY by way of service rent ("the service

rent") the sums payable under Clause 2 hereof at the times and in the manner therein provided

Service Rent

2. (1) The service rent shall consist of the percentage ("the percentage") mentioned in the Fifth Schedule hereto of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto (hereinafter called "service expenses")

(2) The service expenses for each calendar year shall be estimated by the Lessor or the Lessor's Managing Agents (if any) (hereinafter called "the Managing Agents") as soon as practicable after the beginning of each calendar year and the Lessee shall pay the percentage of the whole of the estimated service expenses on demand The estimated service expenses for the entire calendar year 1992 shall be deemed to be £1800 and the Lessee shall pay the percentage thereof and on a day to day basis for the period from the date hereof to the Thirty first day of December next on the execution hereof

(3) As soon as reasonably may be after the end of the year 1992 and each successive year when the actual amount of the service expenses for the year ending on the Thirty first day of December One thousand nine hundred and ninety two or such succeeding year (as the case may be) has been ascertained the Lessor shall give notice thereof to the Lessee and the Lessee shall forthwith pay the balance due to the Lessor or be credited against rents then or in the future due hereunder with any amount overpaid

Lessee's covenant to observe restrictions

3. THE LESSEE HEREBY COVENANTS with the Lessor and with the

owners and lessees of the other flats comprised in the Building that the Lessee and the persons deriving title under him will at all times hereafter observe the restrictions and stipulations set forth in the First Schedule hereto

Lessee's covenants for the benefit of Lessors

4. THE LESSEE HEREBY COVENANTS with the Lessor as follows:-

(1) To pay the said rents during the said term at the times and in manner aforesaid without any deduction

(2) To pay all rates taxes assessments charges impositions and outgoings which may at any time during the said term be assessed charged or imposed upon the Flat or the owner or occupier in respect thereof

(3) Not to make any structural alteration or structural addition to the Flat nor to erect any new building thereon nor to cut maim or injure or suffer to be cut maimed or injured any of the walls timbers girders ceilings roofs or floors of the Building and in the event of a breach of this condition becoming apparent then in addition to any other rights and powers available the Lessor shall be at liberty at the Lessee's expense to remove or fill up as the case maybe all such unauthorised erections improvements changes alterations or additions

(4) To pay all costs charges and expenses (including solicitors' costs counsel's fees and surveyors' fees together with any value added or other tax payable in respect of such costs and fees) incurred by the Lessor for the purpose of or incidental to

(a) the preparation and service of a notice under Sections

146 or 147 of the Law of Property Act 1925 (or any statutory provisions amending or replacing the said Sections) notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court

(b) any steps taken in contemplation of or in connection with the preparation and service of a Schedule of Dilapidations prior to or after the termination date

(5) To give immediate notice to the Lessor

(a) Forthwith after service upon the Lessee of any notice affecting the Flat and to deliver a true copy thereof to the Lessor and if so required by the Lessor to join with the Lessor in making such representations concerning any proposals affecting the Flat as the Lessor may consider desirable and to join with the Lessor in any such appeal against any order or direction affecting the Flat as the Lessor may consider desirable

(b) Of any proceedings or claim affecting the Flat or any parts thereof

(c) Of any defect in the Flat which might give rise to any duty or obligation on the Lessor under the Defective Premises Act 1972 or any Act amending or replacing the same

(d) any change to the Flat however caused

(6) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall take effect or purport to operate or take effect to produce without request to the Lessor's Solicitors every assignment transfer mortgage charge Probate Letters of Administration Order instrument or other writing effecting any

transmission or devolution of any estate interest (derivative or otherwise) in the Flat and a certified copy thereof for the purpose of registration and for such registration to pay a fee in respect of each such document or instrument or copy thereof so produced (a) during the first Twenty years of the term hereby granted of £20; (b) during the second Twenty years of the said term of £30; (c) during the third Twenty years of the said term of £40; (d) during the fourth Twenty years of the said term of £50 and (e) during the remainder of the said term of £60 Provided that if such document or instrument or copy thereof shall not be so produced without request by or on behalf of the Lessor the said fee shall be doubled but without prejudice to the Lessor's right of forfeiture for breach of covenant. Any value added or other tax payable in respect of the said fee shall be added to such fee and be paid by the Lessee

(7) (a) Not at any time to assign share underlet part with possession or occupation of in any way any part of the Flat nor underlet the whole thereof

(b) During the last seven years of the term hereby granted not to assign or part with the possession of the Flat without the previous consent in writing of the Lessor such consent not to be unreasonably withheld

(8) To permit the Lessor during the six months immediately preceding the termination date or at any time during the term in relation to disposal of the Lessor's interest in the Flat or the Building to affix and retain without interference upon any suitable part of the Flat a notice for the disposal of the

same and to permit persons with written authority from the Lessor or its agents on prior appointment at reasonable times in the day to view the Flat

(9) At the expiration or sooner determination of the said term peaceably to surrender and yield up to the Lessor all and singular the Flat together with all additions thereto and all landlord's fixtures (if any) in good and substantial repair and condition

(10) (a) Not to stop up darken or obstruct any windows or light belonging to the Flat nor to permit any new window light opening doorway path passage drain or other encroachment or easement to be made into against or upon the Flat which might be or grow to the damage annoyance or inconvenience of the Lessor and in case any window light opening doorway path passage drain or other encroachment or easement shall be made or attempted to be made the Lessee will give immediate notice thereof to the Lessor and will forthwith upon request by the Lessor adopt such means as may be reasonably required or deemed proper for preventing any such encroachment or the acquisition of any such easement and if the Lessee shall omit or neglect to do all such things as aforesaid it shall be lawful for the Lessor to enter upon the Flat and to do the same and recover the cost thereof from the Lessee

(b) To use its best endeavours to prevent any easement or right belonging to or used with the Flat from being obstructed or lost

(11) Not to place or suspend or permit or suffer to be placed or suspended any excessive or undue weight on or from the

floor ceilings walls or main structure of the Flat nor to cause or permit to be caused any vibration in the structure thereof

(12) Not to

(a) hold or permit or suffer to be held any sale by auction on the Flat or any part thereof

(b) cause or permit any obstruction of any area or facility used in common by the Lessor or the occupiers of any nearby premises or any other person

(c) store or permit to be stored on the Flat any petrol or other specially inflammable or any explosive substance or material whatsoever

(d) permit any smoke obnoxious vapour or grit to be emitted by any apparatus on the Flat nor to permit any deleterious matter to enter on to stop up or obstruct or permit to be stopped up or obstructed any drain sewer gutter pipe channel or watercourse

(e) overload the electrical installation in the Flat

(f) bring or permit or suffer to be brought in or upon the Flat or any part thereof any goods or do or permit or suffer to be done upon the Flat or the Building anything whatsoever which may invalidate any insurance or render any increased or extra premium payable for the insurance of the Flat or of the Building or of any adjoining property against the insured risks (as hereinafter defined) and in case of increase in any such premium or insufficiency in the insurance monies receive being caused by the Lessee or any servant agent or visitor o the Lessee as aforesaid to repay the same to the Lessor on

demand and to carry out in accordance with the directions of the local authority the fire authority and the insurers of the Building such works as may be required by any of them for the better protection of the Flat

(g) obstruct access to any fire fighting and extinguishing apparatus nor access to the means of escape from the Flat in emergency

5. THE LESSEE HEREBY COVENANTS with the Lessor and with the owners and lessees of the other flats comprised in the Building as follows:-

(1) To keep the Flat in good and substantial repair and condition and in particular (but without prejudice to the generality of the foregoing) so as to support shelter and protect the parts of the Building other than the Flat

(2) Whenever necessary during the term and also in the year 1995 and in every succeeding fifth year and in the last year of the said term howsoever determined to paint with two coats of suitable good quality paint and paper and distemper in a good and workmanlike manner all the inside parts of the Flat heretofore or usually painted papered or distempered

(3) To pay the service rent and the percentage of the estimated service expenses for each year on demand

(4) To permit the Lessor and others authorised by them with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon the Flat or any part thereof for the following purposes namely: (a) to repair any part of the Building or adjoining or contiguous premises and to make repair maintain rebuild

cleanse and keep in order and good condition all sewers drains pipes cable watercourses gutters wires party structures or other conveniences belonging to serving or used for the same and to lay down maintain repair and test drainage gas and water pipes electric and other wires and cables and for similar purposes the Lessor or other persons exercising such right (as the case may be) making god all damage occasioned thereby to the Flat and (b) to view and examine the state and condition of the Flat and to check and take inventories of the Lessor's fixtures therein (if any)

(5) To make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Lessee and for which the Lessee may be liable hereunder within three months after the giving of such notice

(6) Not to do or permit to be done any act or thing which may render void or voidable any policy or policies of insurance in respect of the contents of any of the flats comprised in the Building or which may cause an increased premium to be payable in respect thereof

(7) Fully to carpet or cover with other suitable floor covering adequate to restrict the penetration of sound from the Flat to other parts of the Building all floors of the Flat

(8) Jointly with the other lessees in the Building to keep the forecourt entrance entrance hall landings and staircases of the Building in a clean and tidy condition and not in any way to obstruct the same or cause any damage thereto

6. THE Lessor HEREBY COVENANTS with the Lessee as follows

(1) That the Lessee paying the rent hereby reserved and

performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the Flat during the said term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for him

(2) That (subject to contribution and payment by the Lessee of the service rent as hereinbefore provided) the Lessor will effect and maintain at all times throughout the term hereby granted (unless the policy or policies have been vitiated or made void in whole or in part by any act or default of the Lessee or any underlessee or its or their servants agents licencees or invitees) and with a well established insurance office or underwriters through such agency as the Lessor shall decide an insurance of the Building and lessors fixtures and fittings in the full reinstatement value thereof against the risks of damage by fire and other risks usually covered by a standard house owners comprehensive insurance policy in so far as the same can be obtained by the Lessor for the Building and such other risks as the Lessor shall in his reasonable discretion determine (all of which risks are herein referred to as "the insured risks") and on the usual terms of such insurers and at the cost of the Lessee to supply to the Lessee on request a copy of the Lessor's insurance policy and a receipt for the current premium or the confirmation of the insurers that it has been paid and use its best endeavours to procure that the interests of the Lessee and the Lessee's

mortgagee (if any) are noted on the Lessor's insurance policy and when lawful so to do (unless the policy or policies have been vitiated or made void as aforesaid) the Lessor will expend all monies received by virtue of any such insurance towards reinstating the Building in the event of the destruction thereof or any damage thereto by any of the insured risks

(3) That the Lessor will require every person to whom he shall hereafter grant a Lease of any Flat comprised in the Building to covenant to observe the restrictions and stipulations set forth in the First Schedule hereto

(4) That (subject to contribution and payment by the Lessee of the service rent as hereinbefore provided) the Lessor will maintain repair and redecorate (i) the roofs and structures of the Building (ii) the gutters and rainwater pipes of the Building (iii) the gas and water pipes drains and electric cables and wires in under and upon the Building other than those within and serving exclusively any one flat in the Building (iv) the entrance entrance hall landings and staircases in the Building (v) the forecourt fronting the Building and any structures thereon and (vi) the communal rear garden

(5) That (subject as aforesaid) the Lessor will so far as practicable provide for the lighting and carpeting (or other suitable floor covering) of the entrance entrance hall landings and staircases of the Building leading to the flats

(6) That (subject as aforesaid) the Lessor will so often as reasonably required decorate the exterior of the Building

heretofore or usually painted and in particular will paint the exterior parts of the Building usually painted with two coats at least of good quality paint at least every three years

(7) To supply to the Lessee not less frequently than once every year a summary of the costs expenses outgoings and matters mentioned in the Fourth Schedule hereto for the previous calendar year (the first of which accounts shall relate to the year 1991)

(8) That (if so required by the Lessee) he will enforce the covenants similar to those contained in Clauses 3 and 5 hereof entered into or to be entered into by the Lessees of the other flats comprised in the Building on the Lessee's indemnifying the Lessor against any costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonable require

Proviso for re-entry

7. PROVIDED ALWAYS AND IT IS HEREBY AGREED that if the rent hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or conditions herein contained

Definitions

8. IT IS HEREBY DECLARED as follows

(1) That the expressions "Lessor" and "Lessee" where the context so admits include their and his successors in title and that where the Lessee consists of two or more persons all covenants by and with the Lessee shall be deemed to be by and with such persons jointly and severally

(2) That the word "repair" includes the rectification or making good of any defect in the Building notwithstanding that it is inherent or due to the original design thereof

(3) That the reference in this Lease to any rent costs fees charges expenses outgoings or other sums payable or repayable by the Lessee to the Lessor or any other person shall include any value added Tax or other tax of a similar nature payable thereon

Interest

9. All sums (whether rent or of any other kind) payable by the Lessee to the Lessor hereunder shall carry interest at the rate of 4 per cent per annum above the Base Rate of Lloyds Bank plc at the time such sums become due or at the rate of ten per cent per annum whichever is the greater or if the said Base Rate ceases to exist such comparable rate of interest as the Lessor shall reasonable determine from fourteen days after the same shall become due until payment

THE FIRST SCHEDULE above referred to

RESTRICTIONS AND STIPULATIONS

imposed in respect of the Flat

1. Not to use the Flat nor permit the same to be used for

any purpose whatsoever other than as a private dwellinghouse in the occupation of one family only (in one single occupation only) nor for any purpose from which a nuisance can arise to the owners lessees and occupiers of the other flats comprised in the Building or in the neighbourhood nor for any illegal or immoral purpose

2. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the Flat nor to permit such pipes to become blocked

3. No piano pianola gramophone wireless loudspeaker or mechanical or other musical instrument of any kind shall be played or used nor shall any singing be practised in the Flat so as to be audible in any other flat comprised in the Building or outside the Flat between the hours of 11 p.m. and 9 a.m

4. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to visible from outside the Flat; no clothes or other articles shall be hung or exposed outside the Flat; no flower pot or other like object shall be placed outside the Flat; no mat curtain or other articles shall be shaken out of the windows external doors or staircases of the Flat; no bird reptile dog or other animal which may cause annoyance to any owner lessee or occupier of any other flat comprised in the Building or any other occupier of the Building shall be kept in the Flat; and no bird reptile dog or other animal shall be kept in the Flat without the written consent of the Lessor

which consent may be revoked at the discretion of the Lessor

5. Not at any time or permit the Flat to become overcrowded within the meaning of the Housing Acts or other the relevant statute for the time being in force

6. No external wireless or television aerial nor aerial wires shall be erected or affixed to the exterior of the Flat

7. Not to obstruct the forecourt and garden fronting the Building or the entrance entrance hall landings staircases in the Building or to leave any article whatsoever therein or thereon

8. Not to use the communal rear garden other than as garden land and for purposes ancillary thereto (excluding the hanging out of washing) and not to do anything therein which may be a nuisance or annoyance to the other users thereof and owners of any adjoining properties

THE SECOND SCHEDULE above referred to

Easements Rights and Privileges Included in the Lease

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) to use for the purpose of access (but not for the purpose of playing games or for any other purpose) and at all times by day or night to go pass and repass through over and along the forecourt the Building and the entrance entrance hall landings and staircases in the Building in so far as they are not included in the demise of any other flat

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

soil gas and electricity from and to the Flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter be in under or passing through the Building or any part thereof

4. The benefit of the restrictions and stipulations contained in the Leases of the other flats comprised in the Building granted or to be granted

5. The right (in common with all other persons entitled to the like right) to keep one closed receptacle for storing refuse in any area or areas set aside by the Lessor for such purpose

6. A right of escape in case of emergency only over the fire escape at the rear of the Building and hence over and through the rear garden

7. The right (in common with all other persons entitled to the like right) of access to the cellar of the Building for the purpose of inspecting any meters therein serving the Flat

8. The right (in common with all other persons entitled to the like right) to use the communal rear garden as garden land only and purposes ordinary ancillary thereto (excluding the hanging out of washing)

THE THIRD SCHEDULE above referred to

Exceptions and Reservations

There are excepted and reserved out of this demise to the Lessor and the owners and lessees of the other flats comprised in the Building

1. The free and uninterrupted passage and running of water soil gas and electricity from and to the remainder of the

Building through the sewers drains and watercourses cable pipes and wires which are or may at any time hereafter be in under or over the Flat or any part thereof

2. The right to adjacent and lateral support and to shelter and protection from the Flat for the benefit of the remainder of the Building

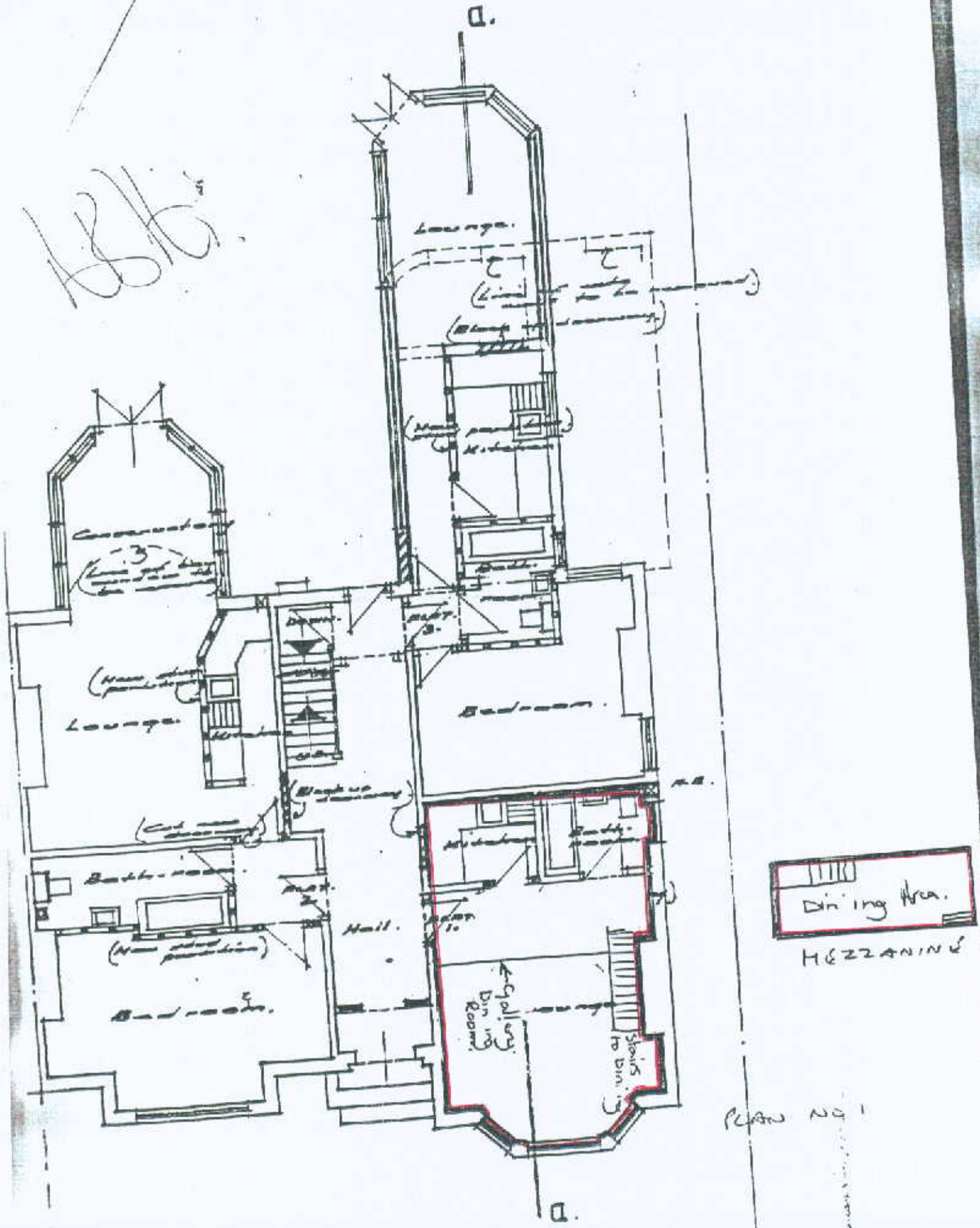
3. The right together with its or their surveyors or agents with or without workmen and equipment and others at such reasonable times on notice (except in cases of emergency) to enter (or in an emergency or after giving reasonable notice during the Lessee's absence to break and enter) with workmen and others upon the Flat with all necessary appliances and equipment (including the right to erect and maintain scaffolding outside the Flat) in order

(a) to inspect cleanse decorate maintain repair alter construct rebuild renew or make connections to or with the remainder of the Building or any adjoining property of the Lessor and any gutters pipes wires or cables therein or

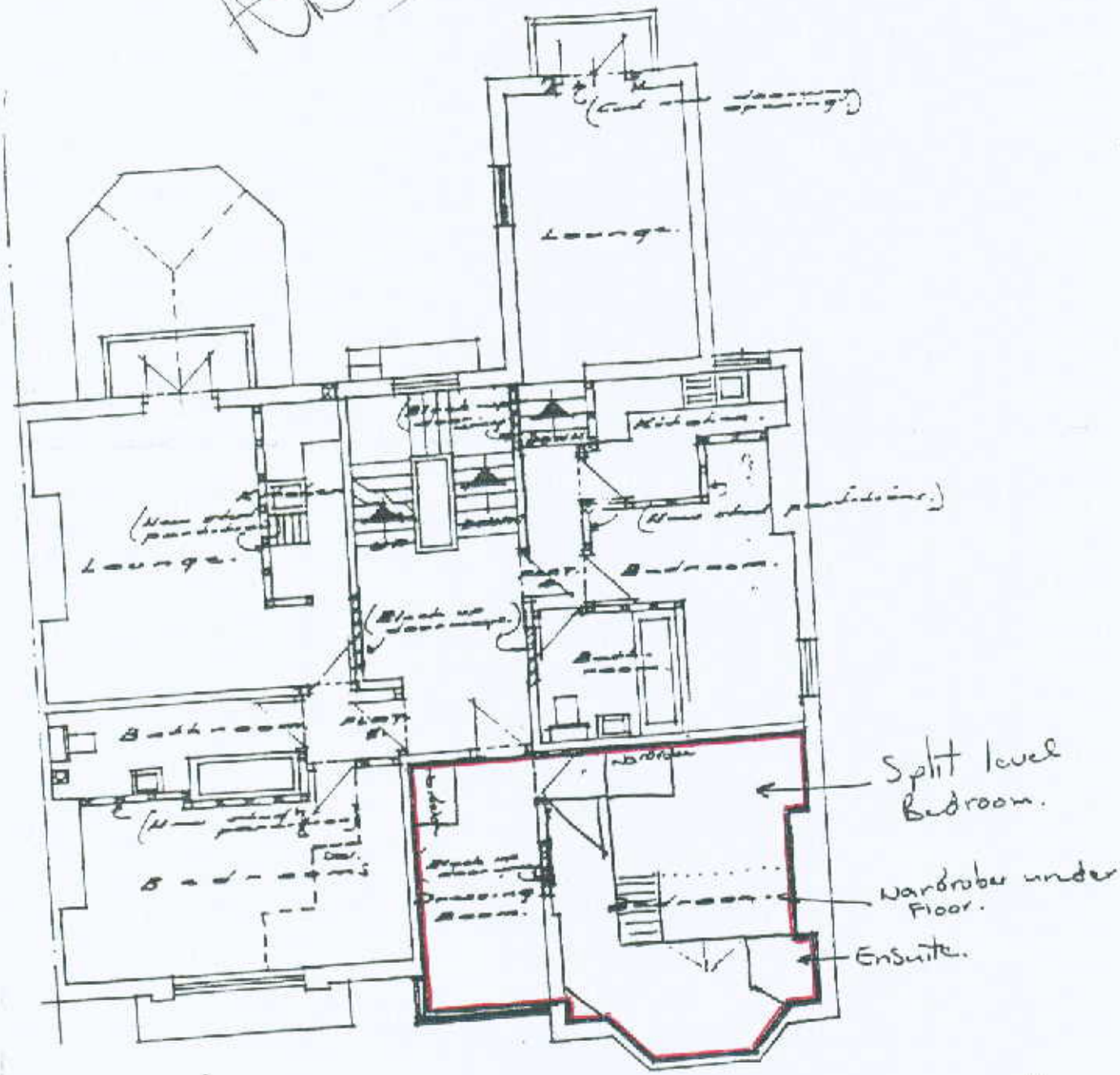
(b) to erect construct or lay in upon over or under the Flat new gutters pipes wires or cables or other structures required for the drainage of or for the supply of water gas electricity telephone heating steam and all or any other services from and to the remainder of the Building or any adjoining property of the Lessor or

(c) to carry out any works which the Lessor's must or may carry out under the provisions of this Lease or for which the Lessee is liable to make a contribution or

(d) to exercise any other rights of entry which the Lessee


a.
Lounge.
Conservatory
Lounge.
Bedroom.
Bath-room.
Hall.
Bedroom.
Gallery Dining Room.
Stairs to Dining
Dining Area.
MEZZANINE
PLAN NO 1
a.

floor plan.



PLAN NO 2

first floor plan

hereby covenants to permit

The person exercising such right causing as little inconvenience or disturbance as reasonably practicable and making good all damage caused to the First in the exercise of the said right but being under no liability to pay compensation

4. all rights of light and air now existing over the Flat for the benefit of the remainder of the Building or any adjoining property of the Lessor

THE FOURTH SCHEDULE above referred to:-

Costs Expenses Outgoings and Matters in respect of which the Lessee is to contribute

1. The expenses of maintaining repairing redecorating constructing replacing rebuilding renewing cleansing lighting and managing where applicable (a) the roofs main structure fire escapes gutters rainwater pipes of the Building (b) the water and gas pipes drains and electric and telephone cables and wires in under and upon the Building or serving the whole or part or parts of the Building (other than those serving exclusively any one flat in the Building) and (c) the forecourt fronting the Building all structures thereon and the entrance entrance hall landings and staircases in the Building (d) the communal rear garden and passage leading thereto from the front of the Building more particularly delineated and shown edged yellow on the plan numbered 3 annexed hereto including all fences and structures thereon

2. The expenses incurred by the Lessor in effecting or maintaining insurance of the Building in accordance with his

covenant herein contained together with the professional fees (including insurance valuation fees) and other expenses in connection with effecting and maintaining such insurance

3. The expenses of lighting decorating maintaining and carpeting (or other suitable floor covering) the entrance entrance hall landings and staircases of the Building

4. The expenses of decorating cleaning and maintaining the exterior of the Building

5. All rates taxes and outgoings (if any) payable in respect of the parts of the Building other than the flats forming part thereof

6. The expenses incurred by the Lessor in complying with any notice regulation or order of any competent authority and any requirement of any present or future Act of Parliament Order Bye-law or Regulation in respect of the Building as a whole or any part thereof

7. The expenses incurred by the Lessor in providing maintaining repairing replacing renewing fire alarms and ancillary apparatus fire prevention and fire fighting equipment and apparatus and security alarms apparatus and systems in the Building

8. The fees and disbursements paid to the Managing Agents appointed by the Lessor in respect of the management of the Building and in connection with the collection of rents and service rent contributions from the lessees of the flats in the Building (or if such work is undertaken by the Lessor or his employees then a reasonable fee for the Lessor for such work)

. The reasonable and proper fees and disbursements paid to any accountant solicitor or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in this Schedule and the collection of the rents reserved by this Lease and the leases of the other flats in the Building (or if such work is undertaken by the Lessor or his employees then a reasonable fee for the Lessor for such work)

10. Any value added or other tax payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Schedule

11. The expense of the provision of such reserve funds for future expenditure as the Lessor shall reasonably deem necessary in connection with the services which the Lessor shall or may provide hereunder

12. Expenses incurred by the Lessor in the provision of such further services as the Lessor may decide to provide having regard to the principals of good estate management

THE FIFTH SCHEDULE above referred to

1. The Lessee: RICHARD EDWARD THOMAS and PATRICIA JOSEPHINE CARNEY of 2 Meadow Close Streetly Sutton Coldfield Birmingham

2. The Consideration: Fifty Nine Thousand Pounds

3. The Flat: All That suite of rooms known as The Mews Apartment on the Ground Mezzanine and First Floors of the Building to the intent that there shall be included in the demise (for the purpose of obligation as well as grant) the internal finishes of any walls forming part of the main structure of the Building; the entirety of any wholly internal

walls which are non-structural and one half of any internal non-structural walls of the Flat dividing the Flat from the remainder of the Building; the ceiling finishes and floor boards (or other flooring) doors and door frames window frames and windows (including glass) and all Lessor's fixtures and fittings therein the position of the Flat being more particularly delineated and edged red on the plans numbered 1 and 2 annexed hereto

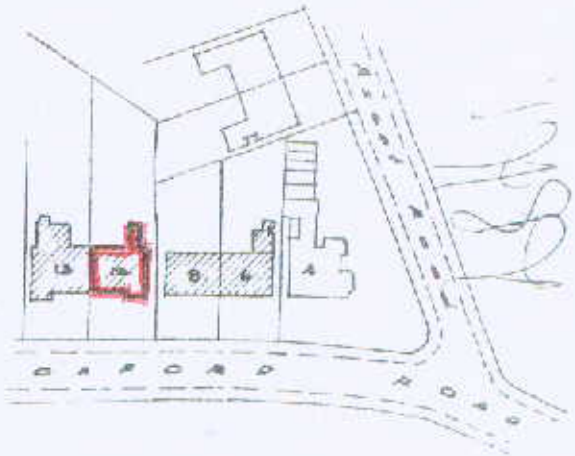
4. Service Rent percentage: 18%

SIGNED AS A DEED by the
said ANGELO BURATTI
in the presence of:-

Signature of Witness .....
Name of Witness .....
Address .....
.....
Occupation .....

block plan.
scale 1-100.

PLAN No 3



location plan.
scale. 1-1250.

10
oxford road

SEARCHES

ENQUIRIES OF LOCAL AUTHORITY

Search prepared for:

SPS

Search Number: 3017337

Your Reference: 5450

Property:

10 OXFORD ROAD
MOSELEY
BIRMINGHAM
B13 9EH

UPRN: NOT AVAILABLE

Other roadways, footpaths and footways:

NONE

Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)

Name of vendor:

Name of estate agent:

Name of HIP Provider: SPS

Name of solicitor/conveyancer:

Your personal data name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.

Search prepared by and any enquiries to:

The Property Search Group
(PSG BIRMINGHAM) SUITE 2, BER-MAR HOUSE RUMERHILL BUSINESS EST
CANNOCK
WSII 0ET

Tel: 01543 573 189 Fax: 01543 577 801

Email: rakeshkotecha@propertysearchgroup.co.uk

On behalf of The Property Search Group

Signed:

Date: 22/09/2009

Information obtained at BIRMINGHAM CITY COUNCIL .
For further information contact The Property Search Group.

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

10 OXFORD ROAD
MOSELEY
BIRMINGHAM
B13 9EH

LOCAL LAND CHARGE REGISTER ENTRIES:

1. CITY OF BIRMINGHAM SMOKE CONTROL REVOCATION (NO.1) ORDER 1987 DATED 21/09/1987 & CITY OF BIRMINGHAM SMOKE CONTROL CONSOLIDATION (NO.2) ORDER 1987 DATED 06/11/1987
   EFFECTIVE 01/07/1988
   REGISTERED 01/01/1988

PLANNING REGISTER ENTRIES SINCE: 01/01/1990

1. 1990/02360/PA CONVERSION OF PREMISES INTO 6 NO. 1 PERSON SELF-CONTAINED FLATS AND REAR CONSERVATORY AND LOUNGE EXTENSIONS
   PG/C 26/07/1990

2. 1991/02360/PA AMENDMENT TO CONDITION NO. 2 (S/02428/90/FUL) TO PERMIT OCCUPATION OF FLATS BY 2 PERSONS RETENTION OF BALCONIES
   PG/C 22/08/2001

BUILDING REGULATION APPLICATIONS SINCE: 01/03/1990

1. 1990/03541/FP INTERNAL EXTERNAL ALTERATIONS AND EXTENSION TO REAR TO FORM 6 NO. SELF CONTAINED FLATS
   NOTICE TO AMEND 18/09/1990

2. 1990/03541/FP/A INTERNAL EXTERNAL ALTERATIONS AND EXTENSION TO REAR TO FORM 6 NO. SELF CONTAINED FLATS
   PG 22/10/1990

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

INSPECTION OF THE LOCAL AUTHORITY RECORDS HAS REVEALED RELEVANT PLANNING APPLICATIONS RELATING TO THE LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED SINCE 01/01/2004.

2006/04439/PA CHANGE OF USE FROM RESIDENTIAL CARE HOME TO SUI GENERIS HOUSE OF MULTIPLE OCCUPATION - 12 OXFORD ROAD MOSELEY
PG/C 21/09/2006

PART I - STANDARD ENQUIRIES
(APPLICABLE IN EVERY CASE)

1. PLANNING AND BUILDING REGULATIONS

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

(a) a planning permission;	SEE PAGE 2
(b) a listed building consent;	NONE SINCE 01/01/1990
(c) a conservation area consent;	NONE SINCE 01/01/1990
(d) a certificate of lawfulness of existing use or development;	NONE SINCE 01/01/1990
(e) a certificate of lawfulness of proposed use or development;	NONE SINCE 01/01/1990
(f) building regulation approvals;	SEE PAGE 2
(g) a building regulation completion certificate; and	1.1 (g) - (h) NONE
(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	
How can copies of the decisions be obtained?	PLEASE CONTACT YOUR LOCAL PSG OFFICE WHO WILL OBTAIN COPIES FOR YOU.
INFORMATIVE:	INFORMATIVE:
If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.	The owner or occupier of the property should be asked to produce any such certificate. The seller or developer should be asked to provide evidence of compliance with building regulations.

1.2 Planning Designations & Proposals.

What designations of land use for the property or the area, and what specific proposals for the property are contained in any current adopted or proposed development plan? This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.	THE PROPERTY HAS NO SPECIFIC DESIGNATION OR PROPOSAL

2. ROADS

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

(a) highways maintainable at public expense:	OXFORD ROAD - YES PUBLIC PATHS OR BYWAYS - NONE ABUTTING OR CROSSING THE PROPERTY
(b) subject to adoption and supported by a bond or bond waiver;	NONE
(c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or	NONE
(d) to be adopted by a Local Authority without reclaiming the cost from the frontagers? If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.	NONE

3.OTHER MATTERS

From records inspected, do any of the following matters apply to the property?

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?	NO

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for roadworks?	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	NO
(b) an agreement or consent for (i) a building; or (ii)extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?	NO

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.

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 any order, draft order or scheme;	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;	NO
(c) the outer limits of construction works of 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;	NO
(d) the outer limits of: (i) construction for 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 the construction of one or more additional traffic lanes;	NO
(e) the centre line of the proposed route of a new road under proposals published for public consultation; or	NO
(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-round about); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	NO

Note: A mini-roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches

3.5 Nearby Railway Schemes	
Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	NONE
3.6 Traffic Schemes	
Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:	
(a) permanent stopping up or diversion;	3.6 (a) - (l) NONE
(b) waiting or loading restrictions;	
(c) one way driving;	
(d) prohibition of driving;	
(e) pedestrianisation	
(f) vehicle width or weight restriction;	
(g) traffic calming works including road humps;	
(h) residents' parking controls;	
(i) minor road widening or improvement;	
(j) pedestrian crossings;	
(k) cycle tracks; or	
(l) bridge building?	
In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.	
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;	NONE REGISTERED
(b) environment;	NONE REGISTERED
(c) health and safety;	NONE REGISTERED
(d) housing;	NONE REGISTERED
(e) highways; or	NONE REGISTERED
(f) public health?	NONE REGISTERED
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?	NONE REGISTERED
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;	NONE REGISTERED
(b) a stop notice;	NONE REGISTERED
(c) a listed building enforcement notice;	NOT APPLICABLE
(d) a breach of condition notice	NONE REGISTERED
(e) a planning contravention notice	NONE REGISTERED
(f) another notice relating to breach of planning control;	NONE REGISTERED

(g) a listed building repairs notice;	NOT APPLICABLE
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NOT APPLICABLE
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED
(n) proceedings to enforce a planning agreement or planning contribution?	NOT APPLICABLE

3.10 Conservation Area

Do any of the following apply in relation to the property:

(a) the making of the area a conservation area before 31st August 1974; or	3.10 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	

3.11 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED

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:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry;	NONE REGISTERED
(ii) or an entry: or	NONE REGISTERED
(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?	NONE REGISTERED

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

3.13 Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?	NO

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

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency

(HPA) website (www.hpa.org.uk/radiation/radon/index.htm). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

A guide containing further information about Radon Affected Areas is available free from DEFRA

PSG and its employees have a business or personal relationship with the following involved in the sale of the property

HIP Provider - SPS

Information Sources:
All information contained in this report has been obtained by inspection of the following Local Authority Records: Local Land Charges, Planning, Building Regulations, Environmental, Housing, Listed Buildings, Conservation Area, Current and Proposed Development Plans, Highways Register, Enforcement, Stop and Breach of Condition Notices, Contaminated Land and Hazardous Substance Consents and Radon Atlas.

SEARCH CODE:
Important Consumer Protection Information
This search has been produced by PSG (contact details on page 1 of this search) which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.
The PCCB independently monitors how registered firms maintain compliance with the 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 firms 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 provider is confirming that they keep to the principles of the Search Code. This provides important protection for you.

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

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

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

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

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

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

PSG Complaints procedure
If you have a complaint, we will handle it speedily and fairly. 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.
- Liaise, at your request, with anyone acting formally on your behalf.

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman Scheme (TPOs): Tel: 01722 333306, Email: admin@tpos.co.uk. We will co-operate fully with the independent adjudicator during an investigation and comply with his final decision.

Terms and Conditions

PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.

PSG Franchising Ltd (T/A The Property Search Group (PSG))

Wellington Mills 70 Plover Road Huddersfield HD3 3HR

Tel: 01484 773266 Fax:01484 489799

Email: customerservices@propertysearchgroup.co.uk

Website: www.TheHIPAlliance.com

Registered in England and Wales registration number: 3674092
VAT Registered Number: 721 3017 86.
Registered Office: 133 Ebury Street London SW1W 9QU

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:
"Charges" means our financial charges for providing the services, which will be notified to you when you submit your order.
"Confirmation of Order" means the point at which the agreement becomes binding on both parties when we confirm acceptance of your Order whether by written, facsimile or electronic means whichever occurs first.
"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.
"Order" means your request for us to provide the Services, which you place by completing the Order Form and sending it to us by electronic or other acceptable means.
"Order Form" means the Order Form currently published on our website.
"Property" means the property address of location, the building(s), land, fixtures and all chattels of which you require a Report.
"Report" means any report/document that you have asked us to deliver to you as detailed in the Order Form whether originated from PSG Franchising Ltd, its franchisees or associated trading partners, or whether it is a Third Party Report.
"Required Information" means all information required to submit the Order Form to us which shall enable us to provide the Services to you.
"Third Party Report" means any report or document that we procure from a third party on your behalf for the purpose of providing the Services.
"Services" mean our compilation and/or delivery of reports/documents to you.
"Us/we/our" mean PSG Franchising Ltd or one of our franchised offices, together The Property Search Group or PSG.
"Working Day" means Mondays to Fridays except bank and public holidays.
"You/your" means the person, firm or company who instructs us to provide the Services either on their own behalf or as an agent of another person.
1.2 Headings used in these conditions are for convenience only and shall not affect the interpretation of the main provisions.

2. Your Privacy and Security

2.1 Your personal details are held on a secure database and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless you (or your agent) specifically authorise PSG to do so during the ordering process.
2.2 Your Order will be retained by us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Confirmation of Order.

3. The Services

3.1 We will not be obliged to accept any Order. No contract for Services will come into force until the Confirmation of Order.
3.2 Each Order if accepted by us will constitute a separate and severable contract.
3.3 We will use our reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include in or omit from the Report, any information which becomes available after the date of publication.
3.4 The Order Form will not be accepted by us unless you have confirmed that you have read and agree to be bound by these terms and conditions.
3.5 Upon receiving and accepting your Order we shall provide a Confirmation of Order. Once this is issued we shall commence work on your order. If the Order is submitted online, by post or via telephone the Confirmation of Order shall be communicated in a durable medium.
3.6 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the date of Order. By accepting these conditions you agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.
3.7 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

4 Charges

4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.
4.2 Unless indicated otherwise the Charges also include all delivery and communication costs.
4.3 You shall be liable for payment for the Services at the rates notified to you prior to the Order, unless otherwise advised before the Confirmation of Order, or before the commencement of performance of the Services. All other invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge interest on outstanding sums at 1.75% monthly and to recover costs associated with the same.

5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. By submitting the Order Form you warrant that the information supplied by you is complete, correct and up to date, and that we may proceed to provide the Services that you have ordered.
5.2 It is your responsibility to inform us when placing an order whether the Search Report is to be used in a Home Information Pack. If we do not have this information we cannot warrant that the Search Report will be compliant with Home Information Pack Regulations.
5.3 You will notify us immediately you become aware of any inaccuracy contained within the Order whether supplied by you or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.
5.4 If ordering online you will provide an electronic mailing address. If ordering by other means or if you are not capable of communicating by email you shall communicate by first class post or facsimile machine. In all communications you will provide a return address. In providing this address you agree that communications between us and you will be through these means.
5.5 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

6. Cancellation

6.1 If your order is submitted online, by post or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work has begun to provide the Services any refund of monies already paid will be at our discretion and you will be liable to pay any charges that have been reasonably incurred.
6.2 If your Order is submitted in any other acceptable manner and you wish to cancel or re-schedule an Order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.
6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) Regulations 2000 as amended and the Electronic Commerce (EC Directive) Regulations 2002.

7 Intellectual Property Rights and Proprietorship

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.
7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.
7.3 Title to the PSG products which are the subject of your order shall remain the property of PSG and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

8 Limitation of Liability

8.1 The Property Search Group has in place Professional Indemnity Insurance of £2m in respect of each and every claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches. The name and address of the insurer is QBE Insurance (Europe) Plantation Place, 30 Fenchurch Street, London EC3M 3BD.
8.2 A Home Information Pack contains information supplied by third parties such as Solicitors, Home Inspectors, Local Authorities, Water Authorities, HM Land Registry and Domestic Energy Assessors. Not all of the third parties providing the information may have been commissioned by PSG. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or be covered by statutory compensation arrangements. PSG will of course assist you should you need to pursue any supplier of information for defects in their reports contained in the Home Information Pack. When a Home Information Pack contains a mandatory Property Information Questionnaire supplied by the property vendor, the vendor is entirely liable for its contents.
8.3 We cannot accept liability for any negligent or incorrect entry in the registers in which we search.
8.4 For searches contained within a HIP issued after 6th April 2009 we do not rely on indemnity insurance policies but answer every question to the best of our ability from the available sources which may not be complete. Access to some information is not freely available when conducting a personal search of records and data. For non-HIP searches we will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email.
8.5 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.
8.6 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).
8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring.
8.8 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy and issue copies of this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £2,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.
8.9 In relation to any search report which is to be included in a Home Information Pack we confirm these terms may be enforced equally by the seller, a potential or actual buyer or a mortgage lender and in their own right, whether or not they are a party to the contract. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover referred to in paragraph 8.1 (above) to ensure that insurance cover will remain in effect in the event that we cease trading.

9. Force Majeure

9.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. However, if our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly.

10. Assignment

10.1 You may not assign charge or transfer any of your obligations under the Conditions without our prior written consent.
10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

11. General

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.
11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall remain in full force and effect.
11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.
11.5 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.
11.6 These Conditions will be governed exclusively by the law of England and Wales. You and we agree to submit exclusively to the jurisdiction of the English and Welsh courts.
11.7 You and we agree that no third party will be afforded any rights under these Conditions to gain access to the data of either party to this agreement unless permission is granted by the parties already involved.

COMPLAINTS PROCEDURE - INFORMATION FOR CUSTOMERS

If you want to make a complaint, we will deal with it speedily and fairly. We will:
· Acknowledge a complaint within 5 working days of receipt.
· Normally deal with a complaint fully and provide a final response, in writing, within 20 working days of receipt.
· Keep you informed by letter, telephone or email, as you prefer, if we need more time.
· Provide a final response, in writing at the latest within 40 working days of receipt.
· Liaise at your request, with anyone acting formally on your behalf.

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs) and we will give you contact details (see below). We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.
Complaints should be sent to the Codes Compliance Officer of the PSG Office shown at bottom left on page 1 of your Search.
In the event your complaint cannot be resolved by PSG, you may refer it to The Property Ombudsman scheme (TPOs) Beckett House, 4 Bridge Street, Salisbury, Wiltshire SP1 2LX. Tel: 01722 333306, E-mail: admin@tpos.co.uk

CON29DW
DRAINAGE AND WATER ENQUIRY

Severn Trent searches

Order Date:	**Friday, 18 September 2009**
Order No:	**20195306**
Customer Ref:	**5450**

SPS

9 Whitburn Street
Bridgnorth
Shropshire
WV16 4QN

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 10 OXFORD ROAD
MOSELEY
BIRMINGHAM
B13 9EH

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 23 Sep, 2009 by Rebecca Whitt, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

Or the Customer Service Manager, Severn Trent Searches at the address below.

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

The address for all correspondence is:

Severn Trent Searches
PO Box 6187
Nottingham
NG5 1LE
Tel: 0115 962 7269

or

Severn Trent Searches
DX 723860
Nottingham 43

ORDER SUMMARY

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

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

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

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

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

Severn Trent searches

ORDER SUMMARY

23 September 2009

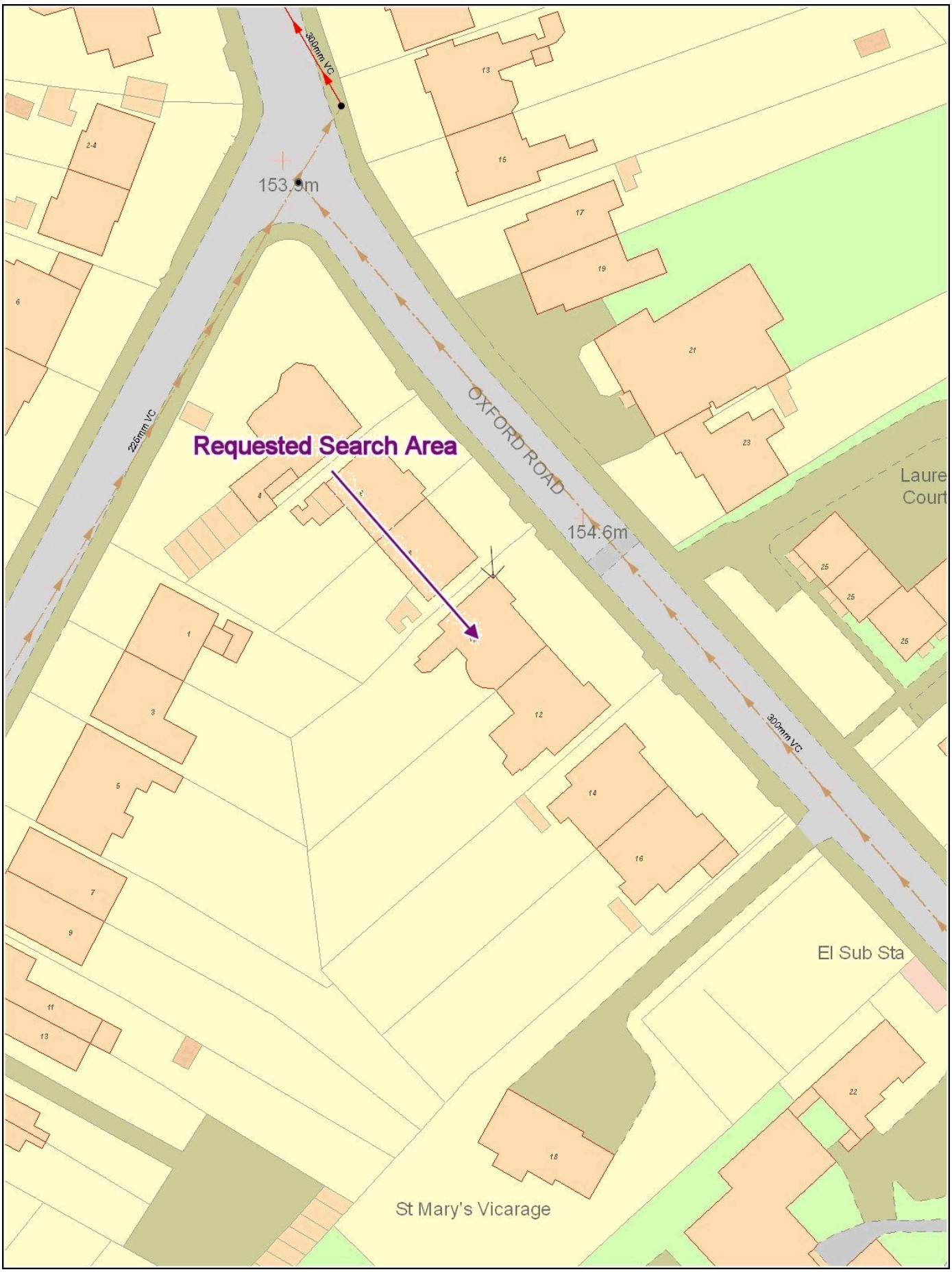
Flat 2 10 OXFORD ROAD, MOSELEY, BIRMINGHAM, B13 9EH

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?	**Yes** ✓
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** ✓

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

Date of Issue: **23 September 2009**

SEWER RECORD Flat 2 10 OXFORD ROAD, MOSELEY, BIRMINGHAM, B13 9EH

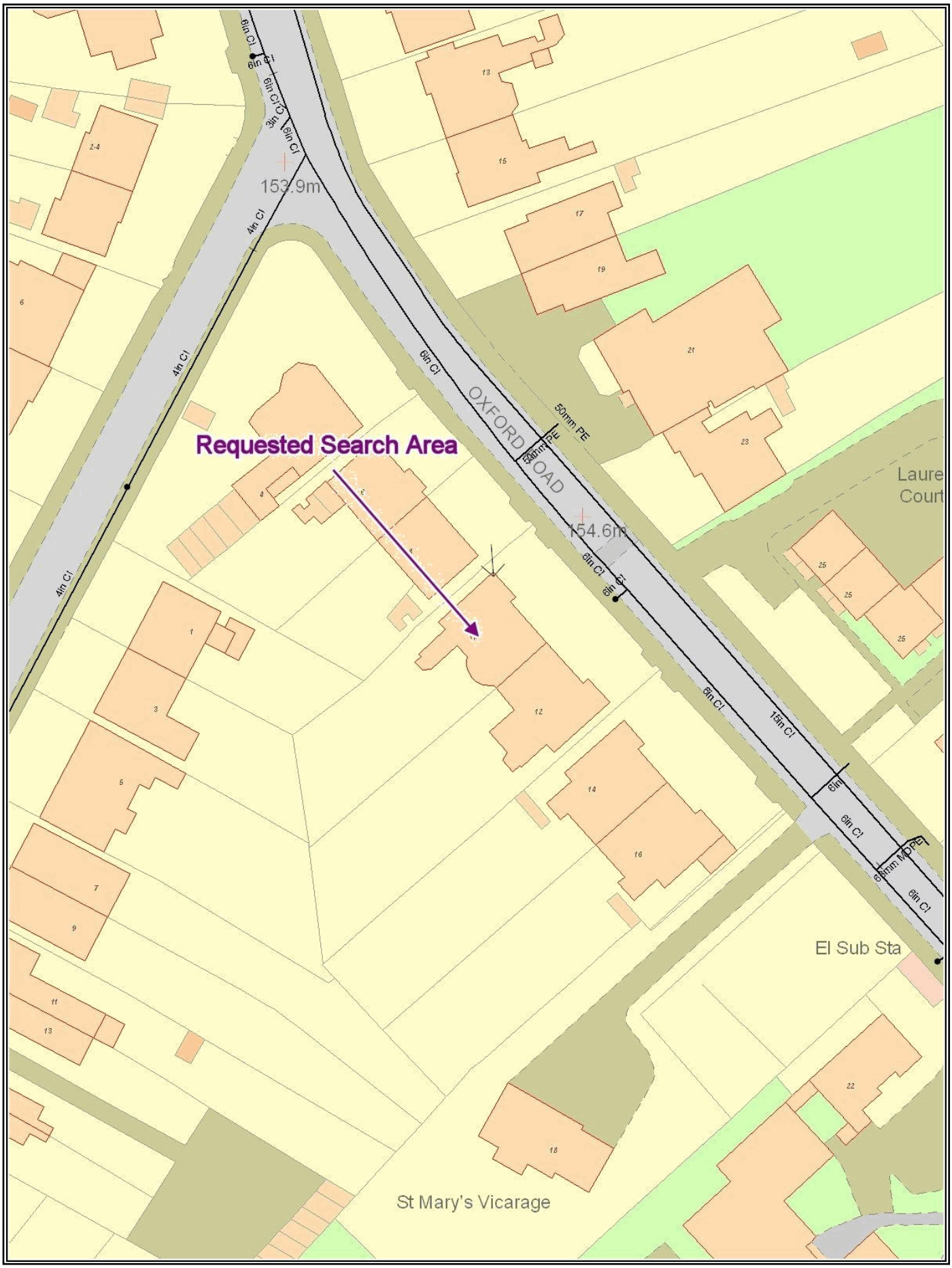


1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets. **2.** The material contained in this drawing has been 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.

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

Date of Issue: **23 September 2009**

WATER RECORD Flat 2 10 OXFORD ROAD, MOSELEY, BIRMINGHAM, B13 9EH



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.

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

MAP KEYS

Severn Trent Sewer Record

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

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
- Trunk Main (local/primary)
- Strategic Main
- Fire Supply Main
- Fire Main
- Non-Domestic Customer Service Pipe
- Domestic Customer Service Pipe
- Abandoned Main
- Elevated Main
- Aqueduct
- Duct
- Pre-1937 Properties
- SSSI Area
- Protective Strip
- Pumping Facility
- Booster Facility
- Potable Water Storage
- Water Tower
- Well / Borehole
- Intake
- Water Treatment Works / Chamber
- Draw-off Tower
- Bowser Point
- Water Facility Connection
- Pipe Support Structure
- Open Pipe
- Discharge
- End Cap
- Water Isolation Valve (Closed)
- Water Isolation Valve (Open)
- Water Isolation Valve (Partially Open)
- Water Air Valve
- Pressure Reducing Valve
- Pressure Sustaining Valve
- Non-Return Valve
- Float Valve
- Hydrant (Single/Double)
- Washout (Single/Double)
- Bulk Meter
- Water Hatch Box
- Pressure Tapping
- Insertion Flow Meter Point
- Change in Characteristic
- Marker Post
- Cable Junction
- Anode
- Boundary Box
- Stop Tap
- Cross Piece
- Strainer
- Listening Post
- Revenue Meter
- B Housing, Building
- K Housing, Kiosk
- Housing, Other
- 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?

✓ **No**

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

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?

✓ **No**

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

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?

✓ **Yes**

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

Guidance Notes

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

✓ **See Answer**

The Sewerage Undertakers for the area are:

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

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 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?

✓ **Yes**

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

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.

✓ **See Details**

Records indicate that the property is served by a water meter, which is located outside of the dwelling-house which is or forms part of the property, and in particular is located;

"C1 C1 BB FRONT IN LINE F/PATH FLAT-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?

✓ **See Details**

The property is billed for sewerage services by:

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

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 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?

✓ **See Details**

The property is billed for water services by:

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

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 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 21

Q21

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

✓ **No**

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

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

Guidance Notes

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

Appendix 1

Terms and Expressions in this Report

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

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

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

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

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

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

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

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

'disposal main' means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which - (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a Sewerage Undertaker or of any other person; and (b) is not a public sewer;

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

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

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

'lateral drain' means - (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65];

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

'maintenance period' means the period so specified in an adoption agreement as a period of time - (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that Undertakers satisfaction; and (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

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

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

'public sewer' means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker - (a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise;

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

'resource main' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk;

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

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

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

'water main' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

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

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

'water supply zone' in relation to a calendar year, means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year,

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

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

Appendix 2

WATER UK working on behalf of the water industry towards a sustainable future

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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

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

We will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.

We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your complaint.

Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days, Severn Trent Searches will compensate you the original fee paid for the CON29DW Drainage and Water enquiry regardless of the outcome of your complaint.

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

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

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

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

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

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

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

Appendix 3

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 appriopriate 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.

HIP Birmingham
Sycamore House,
54 Calthorpe Road,
Edgbaston,
Birmingham
B15 1TH

Quote Helpline: 0121 685 8126

Legal Helpline: 0800 923 0021