

Welcome to your Home Information Pack

40 Hampden Retreat  
BALSALL HEATH  
Birmingham  
West Midlands  
B12 9TB

Thank you for ordering your Home Information Pack through your local HIP Birmingham retailer, Chamberlains Estate Agents.

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

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

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

Best wishes

HIP Birmingham



## **Contact Information**

### **HIP Birmingham**

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

tel : **0800 923 0021**

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



## INDEX

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

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

## Home Information Pack Index

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

40 Hampden Retreat  
BALSALL HEATH  
Birmingham  
West Midlands  
B12 9TB

About this form:

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

## PART 1 – General – Required Documents

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

Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> <li>Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>reason why not included;</li> <li>steps being taken to obtain it;</li> <li>date when it is expected to be obtained;</li> <li>any reason for further delay and further date by which the document is expected.</li> </ul>
1. Index	<input checked="" type="checkbox"/> 07-08-2008	
2a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/> 06-08-2008	
2b. Predicted Energy Assessment	<input type="checkbox"/>	
3. Sale statement	<input checked="" type="checkbox"/> 07-08-2008	
<b>Title information</b>		
4. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/> 01-08-2008	
5. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/> 01-08-2008	
6. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
7. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	
8. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	
<b>Search reports</b>		
9. Local land charges	<input checked="" type="checkbox"/> 07-08-2008	
10. Local enquiries	<input checked="" type="checkbox"/> 07-08-2008	
11. Drainage and water enquiries	<input checked="" type="checkbox"/> 07-08-2008	

## Part 2 – Commonhold properties – Required Documents

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

### Part 3 – Leasehold properties – Required Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> <li>Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>reason why not included;</li> <li>steps being taken to obtain it;</li> <li>date when it is expected to be obtained;</li> <li>any reason for further delay and further date by which the document is expected.</li> </ul>
1. The lease, being either: <ul style="list-style-type: none"> <li>an “official” copy</li> <li>the original lease or a true copy of it; or</li> <li>an edited information document</li> </ul>	<input checked="" type="checkbox"/> 06-08-2008	
2. Management rules and regulations outside the lease	<input type="checkbox"/>	
3. Summaries or statements of service charges for past 36 months	<input type="checkbox"/>	
4. Requests for payment towards service charges for the past 12 months	<input type="checkbox"/>	
5. Request for payment towards ground rent for the past 12 months	<input type="checkbox"/>	
6. Requests for payment for building or personal insurance for the past 12 months (if separate to service charges or ground rent)	<input type="checkbox"/>	
7. Name and address of landlord (current and any proposed)	<input type="checkbox"/>	
8. Name and address of managing agents or other manager (current and any proposed)	<input type="checkbox"/>	
9. Amendments proposed to: <ul style="list-style-type: none"> <li>the lease; and/or</li> <li>rules and regulations</li> </ul>	<input type="checkbox"/>	
10. Summary of works or long term agreement affecting the property (current and any proposed)	<input type="checkbox"/>	
11. Proposed lease (new properties)	<input type="checkbox"/>	
12. Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)	<input type="checkbox"/>	

## PART 4 – Authorised Documents

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



# ENERGY PERFORMANCE CERTIFICATE


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

40, Hampden Retreat  
BIRMINGHAM  
B12 9TB

Dwelling type: Top floor maisonette  
Date of assessment: 5 August 2008  
Date of certificate: 6 August 2008  
Reference number: 8098-6828-4350-8975-0006  
Total floor area: 38 m<sup>2</sup>


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

## Energy Efficiency Rating

	Current	Potential
<i>Very energy efficient - lower running costs</i>		
(92 to 100) <b>A</b>		
(81 to 91) <b>B</b>		
(69 to 80) <b>C</b>		<b>79</b>
(55 to 68) <b>D</b>		
(39 to 54) <b>E</b>	<b>50</b>	
(21 to 38) <b>F</b>		
(1 to 20) <b>G</b>		
<i>Not energy efficient - higher running costs</i>		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

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

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

	Current	Potential
<i>Very environmentally friendly - lower CO<sub>2</sub> emissions</i>		
(92 to 100) <b>A</b>		
(81 to 91) <b>B</b>		
(69 to 80) <b>C</b>		
(55 to 68) <b>D</b>	<b>65</b>	<b>69</b>
(39 to 54) <b>E</b>		
(21 to 38) <b>F</b>		
(1 to 20) <b>G</b>		
<i>Not environmentally friendly - higher CO<sub>2</sub> emissions</i>		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	


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

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

	Current	Potential
Energy use	377 kWh/m <sup>2</sup> per year	333 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	2.1 tonnes per year	1.9 tonnes per year
Lighting	£17 per year	£18 per year
Heating	£254 per year	£135 per year
Hot water	£216 per year	£85 per year

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

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



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

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

## About this document

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

Assessor's accreditation number: NHER002086  
Assessor's name: Mr David Chapman  
Company name/trading name: HIP Birmingham  
Address: Sycamore House, 54 Calthorpe Road, Edgbaston, Birmingham, B15 1TH  
Phone number: 07775 613947  
Fax number: 0121 685 1274  
E-mail address: david.chapman@hipbirmingham.co.uk

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

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

## About the building's performance ratings

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

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

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

## About the impact of buildings on the environment

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

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

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

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

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

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

40, Hampden Retreat  
BIRMINGHAM  
B12 9TB

Date of certificate: 6 August 2008  
Reference number: 8098-6828-4350-8975-0006

### 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	Timber frame, as built, insulated (assumed)	Good	Good
Roofs	Pitched, 100mm loft insulation	Average	Average
Floor	(other premises below)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Room heaters, electric	Very poor	Poor
Main heating controls	No thermostatic control of room temperature	Poor	Poor
Secondary heating	Portable electric heaters	-	-
Hot water	Electric immersion, standard tariff	Very poor	Poor
Lighting	Low energy lighting in all fixed outlets	Very good	Very good
<b>Current energy efficiency rating</b>		<b>E 50</b>	
<b>Current environmental impact (CO<sub>2</sub>) rating</b>		<b>D 65</b>	

## Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvements	
		Energy efficiency	Environmental impact
1 Increase loft insulation to 250mm	£47	D 55	C 69
2 Add additional 80mm jacket to hot water cylinder	£20	D 57	C 70
Sub-total	£67		
<b>Higher cost measures</b>			
3 Fan-assisted storage heaters and dual immersion cylinder	£182	C 79	C 69
Total	£249		
<b>Potential energy efficiency rating</b>		<b>C 79</b>	
<b>Potential environmental impact (CO<sub>2</sub>) rating</b>			<b>C 69</b>

## Further measures to achieve even higher standards

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

Higher cost measures			
None			
<b>Enhanced energy efficiency rating</b>		<b>C 79</b>	
<b>Enhanced environmental impact (CO<sub>2</sub>) rating</b>			<b>C 69</b>

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

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

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

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

#### 1 Loft insulation

Loft Insulation laid in the loft space or between roof rafters to a depth of at least 250 mm will significantly reduce heat loss through the roof; this will improve the levels of comfort, reduce energy use and lower fuel bills. Insulation should not be placed below any cold water storage tank, any such tank should also be insulated on its sides and top, and there should be boarding on battens over the insulation to provide safe access between the loft hatch and the cold water tank. The insulation can be installed by professional contractors but also by a capable DIY enthusiast. Loose granules may be used instead of insulation quilt; this form of loft insulation can be blown into place and can be useful where access is difficult. The loft space must have adequate ventilation to prevent dampness; seek advice about this if unsure.

#### 2 Hot water cylinder insulation

Increasing the thickness of existing insulation by adding an 80 mm cylinder jacket around the hot water cylinder will help maintain the water at the required temperature; this will reduce the amount of energy used and lower fuel bills. The jacket should be fitted over the top of the existing foam insulation and over any thermostat clamped to the cylinder. Hot water pipes from the hot water cylinder should also be insulated, using pre-formed pipe insulation of up to 50 mm thickness, or to suit the space available, for as far as they can be accessed to reduce losses in summer. All these materials can be purchased from DIY stores and installed by a competent DIY enthusiast.

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

#### 3 Fan assisted storage heaters

Modern storage heaters are much less expensive to run than the direct acting, on-peak heating system in the property. A dual-rate electricity supply is required to provide the off-peak electricity that these heaters use; this is easily obtained by contacting the energy supplier. Ask for a quotation for fan-assisted heaters with automatic charge control. A dual-immersion cylinder, which can be installed at the same time, will provide cheaper hot water than the system currently installed.. As installations should be in accordance with the national wiring standards, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so Building Control should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options, which might also include switching to other forms of electric heating.

## About the further measures to achieve even higher standards

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

None

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



# SALES STATEMENT

This document contains details of the property for sale.

## Sale statement

40 Hampden Retreat  
 BALSALL HEATH  
 Birmingham  
 West Midlands  
 B12 9TB

### About this form:

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

### Seller's check of this form

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

	Statement
1. Is the property a flat or a house?	<input checked="" type="checkbox"/> Flat (incl. maisonette) <b>or</b> <input type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input checked="" type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house <b>or</b> <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 24 June 1983 and with 74 years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> Registered at Land Registry <input type="checkbox"/> Unregistered
5. Name(s) of seller	Miss Mary Brookes
6. The capacity of the seller	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows: .....

Date : 11.08.2008



## EVIDENCE OF TITLE

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

The electronic official copy of the register follows this message.

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





## Official copy of register of title

Title number WM326212

Edition date 08.05.2008

- This official copy shows the entries on the register of title on 01 Aug 2008 at 15:45:08.
- 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 01 Aug 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Coventry Office.

## A: Property Register

This register describes the land and estate comprised in the title. 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 (08.08.1984) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 40 Hampden Retreat, Birmingham and parking space (B12 9TB).

NOTE: As to the part tinted blue on the filed plan only the upper maisonette together with the entrance hall porch and staircase leading thereto is included in the title.

- 2 The land has the benefit of the rights granted in Clauses 7, 8 and 9 of the Second Schedule but is subject to the exceptions and reservations contained in the Transfer dated 21 December 1983 referred to in the Charges Register.

- 3 (08.08.1984) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 11 January 1984  
 Term : from 24 June 1983 to 24 June 2082  
 Rent : variable as therein mentioned  
 Parties : (1) The City of Birmingham District Council  
 (2) Mary Josephine Brookes

NOTE: The rights mentioned in the Property Register of Title WM294766 and referred to in the Transfer dated 21 December 1983 referred to in Note 2 above are rights of way over (1) the accessway leading from Block A into Alpha Close and (2) (a) the footway at the back of Plots 28-30 and (b) the accessway leading therefrom into Alpha Close (right (a) being on foot only). The rights are on condition that there is no parking on the said footway and accessways

- 4 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

## A: Property Register continued

therewith inter vivos contained in the Lease.

5 Lessor's title registered under WM325400.

6 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 (08.08.1984) PROPRIETOR: MARY JOSEPHINE BROOKES of 11 Stoneton Grove, Weoley Castle, Birmingham.

## C: Charges Register

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

1 The land is subject to the following rights reserved by a Transfer of the freehold estate in the land in this title and other land dated 28 July 1983 made between (1) The City of Birmingham District Council (Council) and (2) Barratt Birmingham Limited (Purchaser)

"There is excepted and reserved to the Council and its successors in title for the benefit of adjacent land owned by the Council or such part or parts thereof as are capable of benefiting thereby:

FIRST the right to have the buildings now standing or which may be erected hereafter on any adjoining or adjacent land of the Council supported laterally by the buildings now or hereafter erected on the land hereby transferred

SECONDLY the full right and liberty to build up to the extreme boundaries of such adjoining or adjacent land to any height notwithstanding that any such building may interfere with the light and air at any time now or hereafter enjoyed by the buildings at any time thereon shall be deemed to be enjoyed by the leave and licence of the Council or its successors in title as aforesaid

THIRDLY the free and uninterrupted passage and running of water soil gas and electricity from such adjoining or adjacent land through the sewers drains and watercourses pipes cables and electric lines (including telephone lines) which now are or may hereafter be in or under the land hereby transferred and liberty to make such connections with such sewers drains watercourses pipes cables and lines or any of them for the purpose of exercising such rights and subject to causing as little damage and inconvenience as possible and making good all damage caused to the land hereby transferred in the exercise of such right

FOURTHLY the right at all reasonable times and upon reasonable notice to lay maintain replace and relay electricity telephone cables gas mains drains sewers and all other services to and from adjacent premises of the Council subject to causing as little damage and inconvenience as possible and making good any damage caused to the land hereby transferred in the exercise of such right

FIFTHLY the right to enter on the land hereby transferred for the purpose of maintaining repairing cleansing altering or erecting any buildings on the adjoining or adjacent land of the Council subject to the Council making good forthwith all damage caused thereby to the land hereby transferred.

SIXTHLY the right to deal with any adjoining or adjacent land in any manner they think fit as if it were the property of a stranger"

## C: Charges Register continued

- 2 A Wayleave Agreement and Consent dated 29 March 1983 made between (1) Barratt Birmingham Limited (Grantors) and (2) The Midlands Electricity Board (the Board) contains provisions in the following terms:-

"The Grantor hereby gives the Board full and free licence and liberty and consent for the Board its servants workmen and others authorised by them to lay and use and thereafter from time to time repair inspect and maintain re-lay and remove electric lines underground as the Board shall require for the transmission and distribution of electricity and the necessary service turrets ducts pipes and other apparatus appurtenant thereto (herein collectively referred to as "the said electric lines") (the right hereby granted to include the right to lay additional apparatus to that originally laid in contradistinction from and in addition to the right already given to replace apparatus) over on and or under the said land shown edged in pink on the plan Nod. D33862/1 annexed hereto and for any of the purposes aforesaid to enter upon the said land to execute all or any of such works as aforesaid and to break up and excavate so much of the said land as may from time to time be necessary and remove and dispose of any surplus earth PROVIDED that in so doing the Board shall cause as little damage as may be to the said land and shall so far as practicable make good and restore the surface thereof."

The said Agreement and Consent also contains the following conditions:-

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

- (i) That he/she/they will not erect or permit to be erected any building or erection of any kind whatsoever or plant any trees under over or in close proximity to the said electric lines without first obtaining the prior approval of the Board such approval not to be unreasonably withheld.
- (ii) Not to raise or lower the level of the said land which would in any way affect the rights hereby licensed.
- (iii) That he/she/they will on any sale lease or other disposition of the said land or any part thereof sell lease or dispose of such land subject to this agreement."

NOTE: The land in this title falls within the said land referred to above.

- 3 A Transfer of the freehold estate in the land in this title and other land dated 21 December 1983 made between (1) Barratt Birmingham Limited and (2) The City of Birmingham District Council contains restrictive covenants.
- NOTE: Original filed under WM325400*
- 4 (08.08.1984) REGISTERED CHARGE dated 11 January 1984 to secure the moneys including the further advances therein mentioned.
- 5 Proprietor: ABBEY NATIONAL PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

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 01 August 2008 shows the state of this title plan on 01 August 2008 at 15:45:08. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

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

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# H.M. LAND REGISTRY

TITLE NUMBER

## WM 326212

ORDNANCE SURVEY  
PLAN REFERENCE

SP 0784

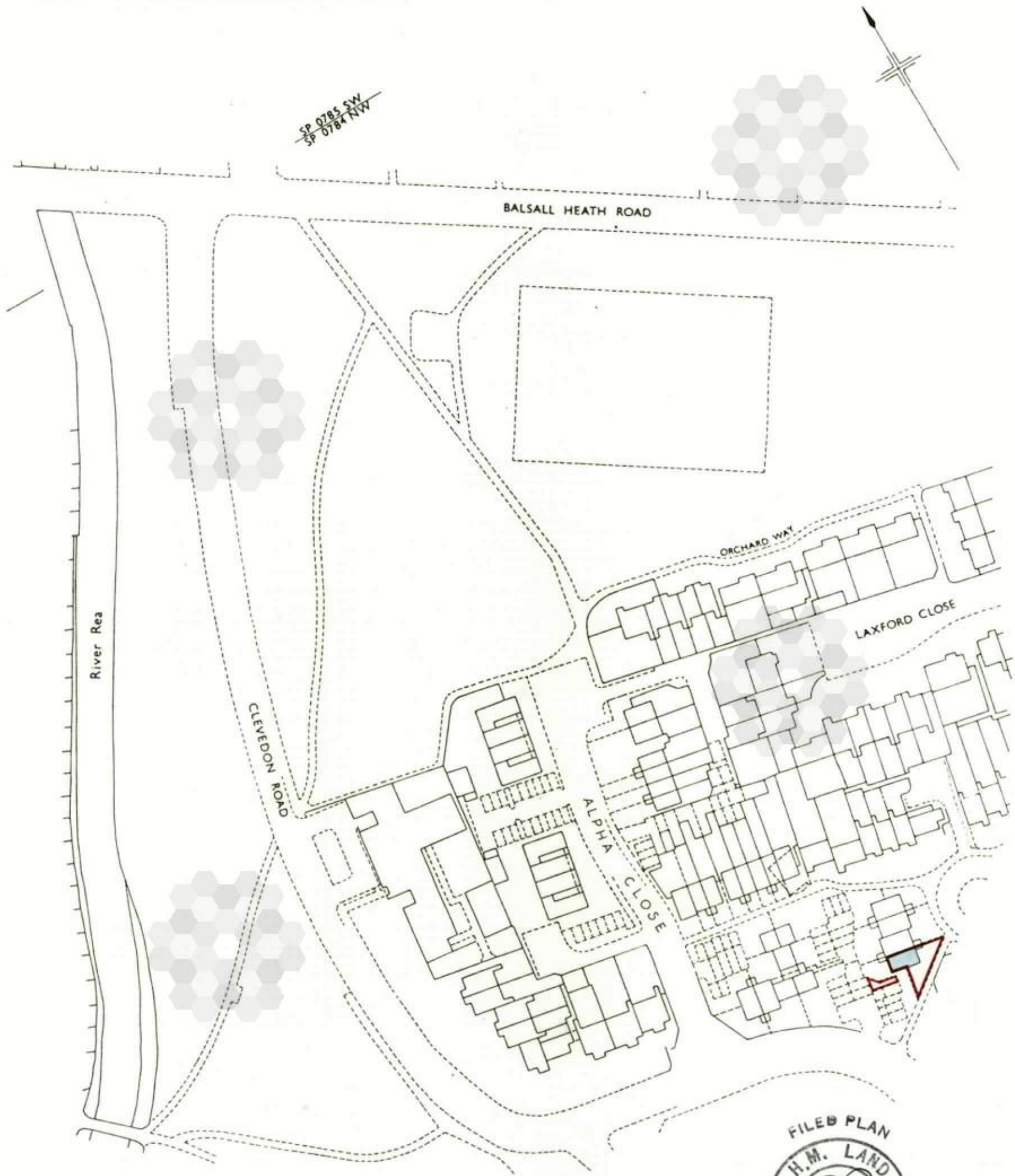
SECTION B

Scale  
1/1250

COUNTY WEST MIDLANDS

DISTRICT BIRMINGHAM

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BB9/009A  
Maisonette

INLAND REVENUE  
PRODUCED  
25. JAN. 1984  
FINANCE ACT 1974  
B

W Talbot St  
WM326212

LAND REGISTRY

Land Registration Acts 1925 to 1971

COUNTY AND DISTRICT: WEST MIDLANDS : Birmingham

TITLE NUMBER: WM

PROPERTY: Plot 58 Suffolk Lodge, Balsall Heath

THIS LEASE is made the 11<sup>th</sup> day of January 1984

BETWEEN THE CITY OF BIRMINGHAM DISTRICT COUNCIL (hereinafter called "the Council" which expression shall where the context so admits include the successors in title of the Council) of the one part and MARY JOSEPHINE BROOKES of 11 Stoneton Grove, Weoley Castle, Birmingham

(hereinafter called "the Lessee" which expression shall where the context so admits include the successors in title of the Lessee and the expression "successors in title" shall have the same meaning which that expression bears in section 9(1)(i) of the Perpetuities and Accumulations Act 1964) of the other part

WHEREAS:-

The Council is the estate owner of the Building including the demised premises and has agreed with the Lessee for the grant of the Lease of the demised premises for a premium of ~~POUNDS~~ £8,625.00 representing fifty per cent of the Market Value as hereinafter defined on the terms and conditions and subject to the covenants hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of ~~POUNDS~~ (£8,625.00) now paid to the Council (the receipt whereof is hereby acknowledged) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained the Council HEREBY DEMISES unto the Lessee the demised premises TOGETHER WITH the rights specified in the Third Schedule hereto EXCEPT AND RESERVING the right specified in the Fourth Schedule hereto TO HOLD the same subject to the matters set out or referred to in the Seventh Schedule hereto unto the Lessee for a term of years expiring on the 24th day of June 2082 commencing on the 24th day of June 1983 YIELDING AND PAYING therefor during the said term first the basic yearly rent of £45.00 for the period from the date hereof until the 24th day of June 2016 and from the 24th day of June 2016 until the 24th day of June 2049 the yearly

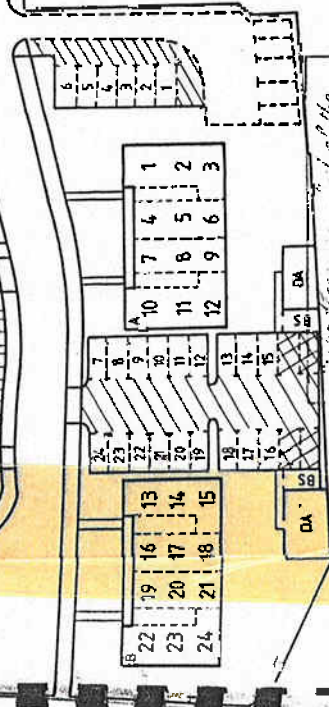
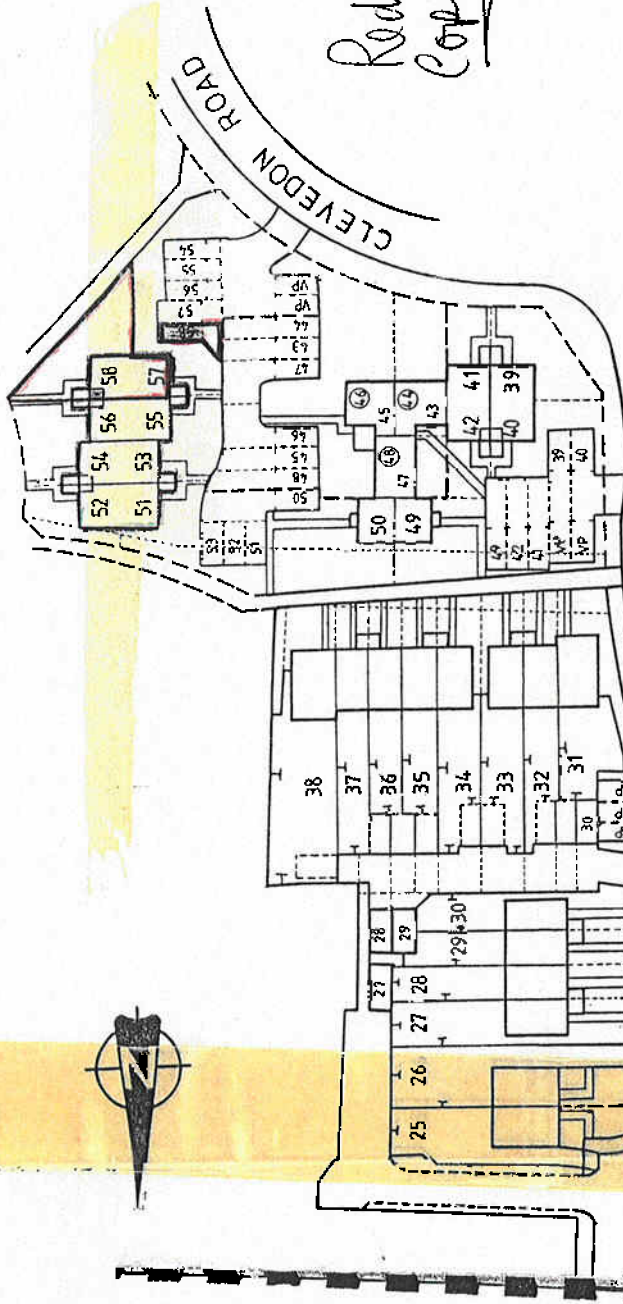


Land Registry Official Copy This is a true and correct copy of the original as the same size as the original.

*Reduced Copy*

"SUFFOLK LODGE"  
CLEVEDON ROAD,  
BALSALL HEATH,

SCALE - 1:500



*See plan of the  
City of  
Birmingham*

*S. J. Keller*  
FIRST ASSISTANT

rent of £90.00 and for the remainder of the term hereby granted the yearly rent of £180.00 payable on the 31st day of March in each year in advance (without any deduction) the first payment being a due proportion thereof to be made on the execution hereof and secondly the additional yearly rent of £268.84 (or such greater rent as may be fixed from time to time by the Council under the provisions of Clause 9 hereof) such rent to be paid by equal monthly instalments in arrear on the last day of each calendar month (the first payment being a proportionate part of a months rent from the date hereof to the next rent day to be made on that day)

2. (A) In these presents the following expressions shall unless the context otherwise admits or requires have the meanings respectively assigned to them as follows:-

- i) "the Act" shall mean the Housing Act 1980
- ii) "the Building" shall mean the building described in the First Schedule hereto
- iii) "the City Housing Officer" shall mean the C'ty Housing Officer for the time being of the Council or such other officer as the Council shall appoint in his stead
- iv) "the demised premises" shall mean the flat described in the Second Schedule hereto
- v) "the financial year" shall mean the period of twelve months ending on the 31st day of March in every year of the term
- vi) "the perpetuity period" shall mean the period expiring twenty one years after the death of the last survivor of the descendants now living of His late Majesty King George VI
- vii) "these presents" shall mean this Lease
- viii) "the term" shall mean the term of years hereby granted
- ix) "Market Value" shall at the date hereof mean the sum of ~~POUNDS~~ (£ 17,250.00 ) and shall at any subsequent date mean the price which the demised premises would then fetch on a sale of a Lease thereof on the open market upon the following assumptions:
  - (a) that the Lessor was granting a lease for a term of years corresponding to the then unexpired term granted by this Lease
  - (b) that vacant possession of the demised premises was available
  - (c) that neither the Lessee nor a member of his family residing with him wanted to take the Lease

- (d) that the Lessee had duly complied with the covenants in Clause 3 hereof
- (e) that the rent would not exceed the basic yearly rent from time to time payable hereunder per annum
- (f) that subject as aforesaid the grant was to be on the same terms as are contained in this Lease
- (g) that any improvements made by the Lessee at the Lessee's own expense were ignored and any value attributable thereto disregarded
- x) "the Initial Payment" shall mean the sum of  
POUNDS (£8,625.00 )
- xi) "the Initial Percentage" shall mean fifty (50%) per cent
- xii) "a Portioned Percentage" shall mean at any relevant time a portion of the then Market Value of the demised premises being ten per cent or a multiple of ten per cent thereof
- xiii) "the Relevant Percentage" shall mean at any relevant time one hundred per cent less the aggregate of the Initial Percentage and any Portioned Percentage or Percentages purchased pursuant to Clause 7(12) hereof
- xiv) "the Gross Rent" shall mean at any relevant time a yearly rent which is equal to that in respect of a dwelling:
  - (a) which is in the opinion of the Council similar in size and type to the demised premises
  - (b) which is let by the Council in accordance with its management powers under section 111 of the Housing Act 1957
  - (c) in respect of which no premium and in or towards the purchase of the freehold of or a leasehold interest in which no sum has been paid to the Council by the tenant thereof

and if there shall then be no such dwelling "the Gross Rent" shall at any relevant time mean such yearly rent as in the opinion of the Council is then appropriate to the demised premises having regard to the level of the current yearly rents charged by the Council in respect of dwellings let by the Council in accordance with its said management powers

- xv) "the Net Rent" shall mean at any relevant time the Gross Rent at that time less an amount determined by the Council which fairly represents the maintenance and repairing responsibilities undertaken by the Lessee hereunder

- xvi) "the Relevant Discount" at any relevant date shall mean the percentage of the then Market Value of the demised premises corresponding to the percentage discount to be granted by the Council to the Lessee in accordance with the General Consent then in force under Part V of The Housing Act 1957 (as amended) or any other relevant Consent granted by the Secretary of State available to the Council
- xvii) references to the time of the grant of a discount:
- (a) in respect of the Initial Payment shall mean the date hereof
  - (b) in respect of a purchased Portioned Percentage shall mean the date when payment is made by the Lessee pursuant to Clause 7(5) hereof
  - (c) in respect of the variation of the Lease pursuant to Clause 7(6) hereof shall mean the date of completion of such variation
- xviii) "Building Society" means a building society within the meaning of the Building Societies Act 1962 or the Building Societies Act (Northern Ireland) 1967
- xix) "the review date" shall mean the 1st day of October
- xx) "the Transfer" means a transfer dated and made between Barratt Birmingham Limited of the one part and the Council of the other part being a Transfer of the freehold interest in the demised premises
- xxi) "the Council's Title" shall mean the title number (provisionally) allocated by H.M. Land Registry to the freehold interest in the demised premises
- (B) In these present unless there be something in the subject or context inconsistent therewith:-
- i) Where there are two or more persons included in the expression "the Lessee" covenants contained in these presents which are expressed to be made by the Lessee shall be deemed to be made by such persons jointly and severally
  - ii) Any reference to an Act of Parliament shall include any modification extension or re-enactment thereof for the time being in force and shall also include all instruments orders regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom
  - iii) The singular shall include the plural and vice versa

3. The Lessee HEREBY COVENANTS with the Council as follows:-

(a) To pay the said rent at the times and in the manner aforesaid

(b) To pay and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatever (whether imposed by statute or otherwise and whether of a national or local character) now or at any time payable in respect of the demised premises or any part thereof or by the owner or occupier thereof

(c) To pay to the Council in every year of the term a service charge calculated in accordance with and paid at the times and in the manner provided in the Sixth Schedule hereto

(d) To keep the interior of the demised premises in good repair (including decorative repair)

(e) (i) To permit the Council and all persons authorised by the Council at all reasonable times to enter the demised premises and to examine the state of repair decoration and condition thereof

(ii) In accordance with the Lessee's covenants in that behalf to repair decorate and make good all defects in the repair decoration and condition of the demised premises of which notice in writing shall be given by the Council to the tenant within three calendar months after the giving of such notice

(f) If the Lessee shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair or decoration or maintenance of the demised premises then to permit the Council and all persons authorised by the Council to enter upon the demised premises and repair decorate or maintain the same at the expense of the Council (but so that no such entry repair decoration or maintenance shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Council the costs of such repair decoration or maintenance on demand (including any Solicitor's Counsel's and Surveyor's costs and fees reasonably incurred by the Council in respect thereof)

(g) Without prejudice of any sort to any reservation effected by statute to permit the Council and all persons authorised by the Council at all reasonable times to enter upon the demised premises for the purpose of executing repairs decorations or alterations of or upon the Building or any adjoining or neighbouring premises or cleansing emptying or renewing the sewers pipes drains soakaways gutters conduits ducts wires and cables (all of any kind) belonging to the same or carrying out any proper and

reasonable maintenance of or works to the Building or the fixtures or appurtenances thereof making good to the Lessee all damage thereby occasioned

- (h) To use the demised premises as a private residence only
- (i) Not to do or permit to be done on the demised premises any act or thing to the damage or annoyance of the Council or the tenants of the Council or the occupiers of any part of the Building or of any adjoining or neighbouring premises or the neighbourhood or any illegal or immoral act
- (j) Not at any time during the said term to make any alterations or additions to the structure of the demised premises nor the heating system thereof without the previous consent in writing of the Council
- (k) To pay to the Council all costs charges and expenses (including Solicitor's Counsel's and Surveyor's costs and fees and Bailiff's commission) incurred by the Council
  - (i) in or in contemplation of any proceedings in respect of this Lease under Sections 146 and 147 of the Law of Property Act 1925 or
  - (ii) in connection with or procuring the remedying of any breach of covenant on the part of the Lessee contained in these presents
- (l) At all times during the term to observe and perform the regulations specified in the Fifth Schedule hereto
- (m) At the expiration or sooner determination of the term quietly to yield up to the Council the demised premises in such repair and condition as hereby provided
- (n) Not to do or permit to be done anything on the demised premises which may cause any insurance effected by the Council to be or become liable to be vitiated or whereby the premium payable under any such insurance is liable to be increased
- (o) (i) Not to assign part only of the demised premises or (subject to the provisions of paragraph (ii) of this sub-clause) mortgage or charge or underlet or (subject to the provisions of paragraph (ii) of this sub-clause) part with possession of the whole or any part of the demised premises
- (ii) Not to mortgage or charge the demised premises without the previous consent in writing of the Council such consent not to be required in the case of a mortgage or charge in favour of a Building Society

PROVIDED ALWAYS that:

(A) the Lessee shall not mortgage or charge the demised premises without mortgaging or charging (or assigning by way of mortgage or charge) the right to purchase conferred by Clause 7 hereof at the same time and in favour of the same person and

(B) the Lessee shall notify the Council in writing of any mortgage or charge in favour of a Building Society within fourteen days of effecting the same

(iii) the Lessee shall not assign the whole of the demised premises without assigning at the same time and in favour of the same person the right to purchase conferred by Clause 7 hereof

(iv) in the event of an assignment or a surrender pursuant to the foregoing provisions of this Clause within 5 years of the date hereof or within 5 years of the purchase of a Portioned Percentage the Lessee shall pay to the Council an amount equal to the discount or the aggregate of the discounts granted to the Lessee by the Council in those 5 years in respect of the Initial Payment and/or the purchased Portioned Percentage or Percentages (as the case may be) each such discount to be reduced by 20 per cent thereof for each complete year that has elapsed after the grant of that discount such amount to be notified in writing to the Lessee and to be payable on such notification

(p) To observe and perform the covenants (if any) under which the Council hold the demised premises as set out in the Seventh Schedule hereto

4. The Council HEREBY COVENANTS with the Lessee that the Lessee paying the rents 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:-

(a) The Lessee shall and may subject as hereinafter provided peaceably and quietly hold and enjoy the demised premises during the term hereby granted without any lawful interruption or disturbance from the Council its successors or assigns or any person or persons lawfully claiming under or in trust for it except in relation to the carrying out by the Council as Local Authority for the area in which the demised premises are situate of the powers of any public or local Act of Parliament or any bye-laws or regulations made thereunder

(b) The Council shall:

(i) paint with two coats at least of good quality paint and in a proper and workmanlike manner the external surfaces of the Building usually painted once in every six years during the term

(ii) keep all roads drives walks footways paths and parking areas serving the Building in good repair and clean and tidy

(c) There shall be implied into this Lease covenants on the Council's behalf in the terms of paragraph 13(1) and (2) of Schedule 2 of the Act

(d) The Council shall not during the term hereof sell lease or otherwise dispose of its interest in the demised premises if to do so would preclude the Lessee from taking a premium on the assignment of the lease

PROVIDED ALWAYS AND IT IS HEREBY AGREED between the parties hereto as follows:-

(1) That if the said rents or any part thereof shall be in arrear for more than twenty one days (whether legally demanded or not) or if there shall be any breach of any of the covenants or agreements on the Lessees part hereinbefore contained then and in any such case the Council may at any time thereafter re-enter on the demised premises or any part thereof in the name of the whole and thereupon the Lease shall terminate but without prejudice to any of the Council's rights or remedies in respect of any rent in arrear or of any breach by the Lessee of any provisions of this Lease

(2) That the Lessee shall not be entitled to any right of access of light or air to the demised premises which would restrict or interfere with the free user of any adjoining or neighbouring land of the Council for building or any other purpose

(3) That any notice served by the Council hereunder shall be effectively served if sent by prepaid post to the Lessee at his usual or last known abode or if addressed to the Lessee and affixed to some conspicuous part of the demised premises

(4) That the Council shall not be responsible for any loss or damage or interference or annoyance suffered by the Lessee during the carrying out by the Council of any of the works in pursuance of the covenants on the Council's part herein contained or implied by law provided the same are carried out with proper skill and care

(5) That the Council may use or deal with any adjoining or neighbouring property in such manner as it thinks fit without being in any way responsible to the Lessee or any persons claiming under the Lessee

(6) Nothing herein contained shall be deemed to be a consent or approval of the Council in its capacity as authority for enforcing bye-laws or as local planning authority or in any capacity other than as owner of the freehold interest in the demised premises out of which this Lease is created and any consents or permissions on the part of the Council herein

provided for shall be deemed to have been given by the Council only in its capacity as the owner of such freehold interest in the demised premises

(7) If the whole or any part of the demised premises is destroyed or damaged by fire or any other risks so as to be rendered unfit for use then the additional yearly rent and service charge or a fair proportion of it shall be suspended until the demised premises are again fit for use

(8) That no estate or interest in the soil of any road or footpath adjacent to the demised premises is or shall be deemed to be included in this demise

WHEN the Lessee is more than one person:-

(1) The Lessee shall stand possessed of the demised premises upon Trust to sell the same with power at discretion to postpone any such sale and shall stand possessed of the net proceeds of sale after payment of expenses and of the net rents and profits of the demised premises until sale after payment of rates costs of insurance repairs and other outgoings in Trust for the Lessee as joint tenants beneficially

(2) All the powers which are by the Settled Land Act 1925 or by Section 66 of the Law of Property Act 1925 made exercisable with the leave of the Court shall for the purposes of this Deed be exercisable at the discretion of the Trustees for Sale without any order of the Court A Mortgagee shall not be concerned to see for what purpose money is raised and any persons dealing for money or money's worth may assume that all the transactions not authorised under any statutory power have been duly authorised by the persons beneficially interested

7. IT IS FURTHER AGREED AND DECLARED between the parties hereto as follows:-

- (1) The Lessee may at any time or times during the term hereby granted serve on the Council a notice in writing requiring the Council to determine the Market Value of the demised premises and the Council shall notify the Lessee of the amount thereof in writing within six weeks of service of such notice
- (2) At any time within six weeks of such notification by the Council the Lessee may purchase a Portioned Percentage subject to and in accordance with the provisions of paragraph (5) of this Clause or may serve on the Council a further notice requiring the Council to refer the determination of the Market Value of the demised premises to the district valuer
- (3) On being served with such further notice the Council shall forthwith refer the determination of the Market

Value of the demised premises to the district valuer who shall determine the same acting as an expert and not as an arbitrator and his decision shall be final and binding on the Lessee and the Council and shall be notified in writing forthwith by the Council to the Lessee

- (4) Within six weeks of the notification of such decision the Lessee may purchase a Portioned Percentage subject to and in accordance with the provisions of paragraph (5) of this Clause
- (5) The Lessee may purchase a Portioned Percentage by paying to the Council a sum equal to that Portioned Percentage less the Relevant Discount (if any) at the date of payment and as from the first day of the month following such payment the rent hereunder shall be a rent equal to the Relevant Percentage of the Net Rent Provided that the aggregate of the Initial Percentage and any purchased Portioned Percentage or Percentages shall not exceed 90% of the Market Value of the demised premises
- (6) The Lessee may at any time or times during the term hereby granted on payment of a fee of £125.00 to the Council serve on the Council (which figure shall include all the Council's legal costs in respect of any consequent transfer) notice of the Lessee's desire to vary this Lease so that the rent payable shall be the basic yearly rent payable from time to time hereunder per annum only payable in advance on 31st March in each year and Clauses 2(ix) to (xvii) 3(o) 7(1) to (5) (7) to (11) and 8 and 9 shall not apply thereto and on the service of such notice the provisions of sub-paragraphs (7) to (10) of this Clause shall have effect
- (7) The Council shall within six weeks notify the Lessee in writing of the Market Value of the demised premises as determined by the Council and the Lessee shall be deemed to refuse to vary unless the Lessee within six weeks of the service of such notice serves on the Council a counternotice either agreeing to vary at a price equal to the Relevant Percentage of the Market Value of the demised premises less the Relevant Discount (if any) at the date of service of such counternotice or referring the determination of the Market Value of the demised premises to the district valuer
- (8) On being served with a counternotice referring such determination to the district valuer the Council shall forthwith refer the determination of the Market Value of the demised premises to the district valuer who shall determine the same acting as an expert and not as an arbitrator and his decision shall be final and binding on the Lessee and the Council and shall be notified by the Council to the Lessee in writing forthwith

- (9) The Lessee shall be deemed to refuse to vary unless the Lessee within six weeks of the notification of such decision serves on the Council a notice agreeing to vary at a price equal to the Relevant Percentage of the Market Value of the demised premises as determined by the district valuer as aforesaid less the Relevant Discount (if any) at the date of service of such notice
- (10) The variation shall be completed within six weeks of the service of either the counternotice referred to in sub-clause (7) of this Clause agreeing to vary or the notice in the last foregoing sub-paragraph (as the case may be)
- (11) On completion of the variation in addition to the price payable as hereinbefore provided the Lessee shall pay any arrears of rent and any other sums due to the Council under the provisions of this Lease and the Council and the Lessee shall respectively pay their own costs and expenses in connection with such purchase
- (12) If the Lessee varies this Lease pursuant to the foregoing provisions of this Clause but within 5 years thereafter makes a disposal (within the meaning attributed thereto in sub-clause (13) of this Clause) of the demised premises the Lessee shall pay to the Council an amount equal to the discount or the aggregate of the discounts granted to the Lessee by the Council in the 5 years prior to such disposal in respect of such purchase and/or the Initial Payment and/or any purchased Portioned Percentage or Percentages (as the case may be) each such discount to be reduced by 20 per cent thereof for each complete year that has elapsed between the grant of that discount and on such disposal such amount to be notified in writing to the Lessee and to be payable on such notification
- (13) In the foregoing sub-clause a disposal is:
- (a) an assignment of this Lease as varied or
  - (b) the grant (other than by way of mortgage) of a sub-lease for a term of more than twenty one years otherwise than at a rack rent

in either case whether the disposal is of the whole or part of the demised premises but a disposal in pursuance of an order under Section 24 of the Matrimonial Causes Act 1973 or under Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975 or a vesting in a person taking under a Will or on an intestacy is not a disposal for the purpose of the foregoing sub-clause

8. FOR the avoidance of doubt it is hereby agreed and declared that a mortgagee or chargee of the demised premises under a mortgage or charge created by the Lessee

(a) shall not be entitled to any discount when exercising the right to purchase any Portioned Percentage or when exercising the right to vary this lease pursuant to Clause 7 hereof;

and

(b) shall not be able to exercise any right of sale under that mortgage or charge save in accordance with and subject to the provisions of Clause 3(o) hereof

9. THE rent payable from time to time hereunder may be revised as at the review date in each year of the term hereby granted and adjusted in accordance with the following provisions:-

(a) the Council shall before each review date ascertain the Net Rent of the demised premises as at that review date

(b) if the Net Rent ascertained as aforesaid differs from the rent payable immediately prior to that review date then the Council shall increase or decrease the latter rent as the case may be to equal the Net Rent and serve on the Lessee notice in writing accordingly

(c) the increased or decreased rent as the case may be shall as from that review date be the rent payable hereunder

10. The Council and the Lessee hereby apply to the Chief Land Registrar for a notice of the charge created by section 104(B)(5) of the Housing Act 1957 in respect of Clause 2(16)(iv) to be entered in the Charges Register of the Title to the demised premises

11. IT IS HEREBY DECLARED THAT

(1) It is the intention of the parties hereto that stamp duty (if any) payable on this lease is to be charged by reference to the average rent hereunder which is £105 (per annum) and the Market Value at the date hereof in accordance with Section 108 of the Finance Act 1981

(2) In the opinion of the Council by virtue of Section 140 of the Housing Act 1980 this lease is not nor will be a long tenancy at a low rent for the purposes of the Leasehold Reform Act 1967 at any time when the interest of the Council belongs to a body mentioned in sub-section (2) of the said section

12. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds TWENTY FIVE THOUSAND POUNDS (£25,000.00)

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

THE FIRST SCHEDULE

(The Building)

ALL THAT block of flats situate at Balsall Heath Birmingham in the County of the West Midlands and edged green on the plan annexed hereto

THE SECOND SCHEDULE

(The Demised Premises)

Part One

~~Ground Floor Unit~~

ALL THAT flat numbered \_\_\_\_\_ on the ground floor of the Building including the porch and entrance hall and the garden therewith all of which premises are shown edged with red on the plan attached hereto but excluding the upper maisonette porch shown coloured purple on the plan

Upper Unit

ALL THAT flat numbered 58 on the first floor of the Building erected above the flat now standing on part of the land shown edged red on the plan attached hereto and including the upper flat porch shown coloured purple on the said plan together with the staircase leading to the upper flat and together also with the garden therewith

TOGETHER WITH:-

(A) All landlords fixtures and fittings now or from time to time during the term hereby granted thereon or therein

(B) The floors ceilings walls doors and windows thereof so far as not hereinafter excepted Provided that in the case of floors ceilings or walls forming the boundary with another flat only the inner half of the floor ceiling or wall (divided in the case of floors and ceilings medially and horizontally through the main structure and in the case of walls medially and vertically through the main entrance) is included in this demise

(C) All cisterns tanks drains pipes wires ducts and conduits used solely for the purposes of the demised premises whether or not within the boundaries of the demised premises

BUT EXCEPTING:-

(D) The main structure of the Building including the roof foundations and floors (except wooden floors) and all external walls (but not glass in windows non-structural walls within the demised premises nor the interior joinery plasterwork tiling and

other surfaces of walls floors and ceilings nor the cisterns tanks drains wires pipes ducts and conduits used solely for the purpose of the demised premises)

(E) All cisterns tanks pipes wires ducts conduits and aerials not used solely for the purposes of the demised premises

#### Part Two

The parking space shown edged red and coloured brown on the plan attached hereto

#### THE THIRD SCHEDULE

(The rights annexed to the Demised Premises)

(A) The free running of water soil gas and electricity in through and along all cisterns tanks pipes wires and cables in on or under other parts of the Building to and from the demised premises with the right for the Lessee to enter on any part of the Building for the purpose of repairing cleansing maintaining and renewing the same subject to his making good all damage caused by such entry repairing cleansing maintenance and renewal

(B) Full rights of way for all purposes connected with the demised premises in common with the Council and the owners and occupiers of all other parts of the Building and others having the like right and all persons authorised by it over and along the estate roads and footways serving the Building and over such other parts (if any) of the Building as may be necessary to gain access to the demised premises or for the purpose of exercising any of the rights hereby granted paying a fair proportion of the cost of maintaining repairing and where necessary reinstating the same

(C) The right in common with the Council and all others as aforesaid to connect to any television aerials provided by the Council for the occupiers of the Building

(D) The right of support and shelter or quasi-easements of a similar nature as are now enjoyed by the demised premises

(E) The right to the benefit so far as it is capable of benefiting the demised premises of any covenant entered into by the lessee of any other part of the Building with the Council in terms similar to the covenants on the part of the Lessee herein contained so far as they affect the maintenance and user of the Building or any part or parts thereof

(F) The rights granted to the Council in Clauses 7 8 and 9 of the Second Schedule of the Transfer

#### THE FOURTH SCHEDULE

(Exceptions and Reservations)

There is excepted and reserved out of this demise:-

(A) The following rights of entry onto the Demised Premises

- (i) The right for the Council and all persons authorised by it to enter to fix and maintain scaffolding and other apparatus as may be necessary for the purpose of carrying out any works to the Building
- (ii) For the Council and all persons authorised by it to enter on the demised premises for the purpose of cleansing repairing maintaining or renewing all cisterns tanks pipes wires and cables thereon
- (iii) Full rights for the lessees of other flats in the Building and persons properly authorised by them to enter for the purpose of carrying out any works for which such lessees may be liable under the terms of their leases or to maintain any easements or rights vested in them for the benefit of the premises comprised in their leases
- (iv) For the Council its lessees tenants and others authorised by it to enter for the purpose of carrying out any work or works on any adjoining or adjacent properties of the Council

These rights of entry are subject to the persons exercising the same causing as little inconvenience as reasonably necessary and making good all damage caused thereby except in so far as such entry may be necessitated by any default of the Lessee

(B) Full rights of support and shelter as are now enjoyed by parts of the Building not included in this demise

(C) The right for the Council and its lessees and tenants at any time hereafter to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon any adjoining property now or hereafter belonging to the Council according to such plans and to such height extent or otherwise and in such manner as the Council may think fit and to alter the layout of any roads upon any of the said adjoining property of the Council without obtaining any consent or making any compensation to the Lessee notwithstanding that such buildings as so built rebuilt or altered may obstruct any light or air now enjoyed by the demised premises

(D) The right for the Council from time to time to make add to or amend any regulations for the preservation of the amenities of the adjoining property now or hereafter belonging to the Council or any part thereof for the general benefit of the occupiers of the buildings thereon

(E) The exceptions and reservations contained in the Third Schedule of the Transfer so far as the same affect the demised premises

THE FIFTH SCHEDULE

Rules and Regulations

Lessees and occupiers of flats shall

- (a) ensure that no sale by auction shall be held upon the demised premises
- (b) ensure that no singing or instrumental music shall be allowed on the demised premises between the hours of midnight and 0800 hours
- (c) not place or deposit or permit to be placed or deposit on the demised premises or in any common part of the Building any refuse waste or rubbish or any matter which may be or become objectionable except in properly constructed dustbins or other receptacles provided by the Local Authority for that purpose which dustbins or receptacles shall be kept in the portion of the demised premises or the Building provided for that purpose
- (d) not affix or display any washing linen or wearing apparel or other articles on the outside of the demised premises
- (e) not keep a dog or dogs on the demised premises or any part thereof
- (f) keep in proper and effective control any cat or other animal or bird kept in the demised premises so that the same shall not be a danger nuisance or annoyance to any other occupants of the Building and to take all necessary steps to ensure that the Building and paths are not fouled or damaged by such animals or birds
- (g) not place or permit to be placed or to remain upon any approach roads or ways or open areas on the adjoining land of the Council any goods automatic machines caravans vehicles or articles of any description whatever (other than perambulators or invalid chairs placed so as not to cause obstruction to other occupiers of the Building) and not to repair wash or park any motor car or other vehicles on any of the places aforesaid except on the car parking space shown coloured brown on the plan attached hereto or on the Visitors Parking Space (if any) referred to in the Transfer
- (h) not allow any person or child to loiter or play in or about any common part of the Building
- (i) not to keep bottled gas appliances in the demised premises

- (j) not store or permit to be stored in any part of the demised premises more than one gallon of any inflammable liquid or material in suitable containers

#### THE SIXTH SCHEDULE

1. The service charge shall be a reasonable proportion of the aggregate of:-

- (a) The actual cost of carrying out the covenants of the Council implied herein by paragraph 13(1) of the Act after deducting any reserve provided for the purpose of meeting all or part of that cost pursuant to paragraph (c) below
- (b) The cost of carrying out the Council's covenants set forth in clause 4(b) hereof (including the cost of insuring against the cost of carrying out the covenant implied herein by paragraph 13(2) of the Act) after deducting any reserve provided for the purpose of meeting all or part of that cost pursuant to paragraph (c) below
- (c) Such sum (if any) as (after making allowance for any reserves in hand and interest at the rate per annum equal to the Lloyds Bank base rate on any reserves in hand at the end of the financial year) may be estimated by the City Housing Officer as required to provide a reserve to meet all or part of the future cost of carrying out the obligations of the Council referred to in sub paragraphs (a) and (b) above as the City Housing Officer anticipates will or may arise during the remainder of the term
- (d) A management charge equal to ten per centum of the aggregate of the sums referred to in sub paragraphs (a) (b) and (c) above or Ten Pounds whichever is the greater

2. The Service Charge shall be ascertained and certified annually by a certificate (hereinafter called "the Certificate") signed by the City Housing Officer as soon after the Thirty first day of March as may be practicable

3. A copy of the Certificate for each financial year shall be supplied by the Council to the Lessee on written request and without charge to the Lessee

4. The Certificate shall contain a fair and proper summary of the costs and expenses incurred by the Council which fall within paragraph (1)(a) and (b) of this Schedule and the sums defined in paragraph (1)(c) and (d) of this Schedule

5. The costs defined in paragraph (1)(b) of this Schedule shall be ascertained by such method as shall be reasonable

6. On the 24th day of June and 25th day of December in each year during the term the Lessee shall pay to the Council one half of the sum (hereinafter referred to as an "advance payment") of the City Housing Officer's reasonable estimate of the Service Charge for the financial year then current which shall be notified in writing to the Lessee as soon as shall be practicable after the commencement of the financial year PROVIDED the the estimate of the Service Charge for the financial year current at the date hereof shall be FIFTY POUNDS (£50.00) of which the Lessee shall pay the sum of £25-34 POUNDS on the execution hereof

7. If any payment of service charge payable under these presents shall have become due but remains unpaid for twenty eight days after the relevant payment date the Lessee shall pay on demand to the Council interest at the rate per annum two per cent above the Lloyds Bank base rate applicable at the date for payment from the relevant payment date until payment thereof as well after as before any judgement but without prejudice to any other right remedy or power herein contained or otherwise available to the Council in respect of the non payment thereof

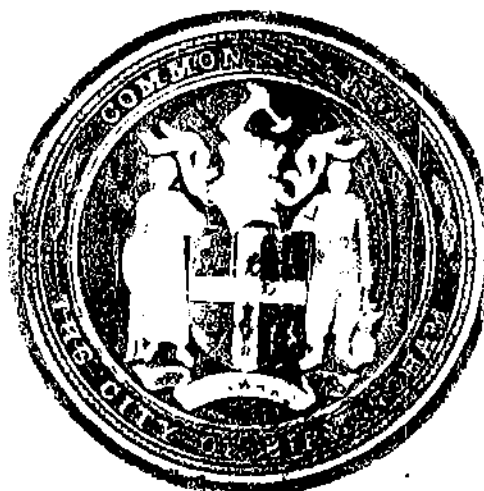
8. As soon as practicable after the issue of the Certificate in respect of each financial year the Council shall furnish to the Lessee an account of the Service Charge payable by the Lessee for that year due credit being given therein for the advance payment made by the Lessee in respect of the said year and upon the furnishing of such account there shall be paid by the Lessee to the Council the Service Charge or any balance found payable or there shall be allowed or paid by the Council to the Lessee any amount which may have been overpaid by the Lessee by way of advance payment as the case may require PROVIDED ALWAYS that the provisions of this paragraph shall continue to apply notwithstanding the expiration or sooner determination of the term hereby granted but only in respect of the period down to such expiration or sooner determination as aforesaid

THE SEVENTH SCHEDULE  
(matters affecting the freehold)

The covenants conditions exceptions and reservations contained in the Transfer or referred to in the Registers of the Council's Title Number

THE COMMON SEAL of THE CITY OF BIRMINGHAM DISTRICT COUNCIL was hereunto affixed in the presence of:-

FIRST ASSISTANT *[Signature]*  
City Solicitor



*power sign plan*

77286



# SEARCHES



Residential

# Enquiries of The Local Authority (2007 Edition)

Promise Homepacks Limited, Head office

Promise House  
Stafford Road  
Wolverhampton  
West Midlands  
WV10 6AD

Fax / E-mail:

Client Ref: 10008542

This report has been prepared for:  
Promise Homepacks Limited

Property:

40 Hampden Retreat, Birmingham, West Midlands, B12 9TB

Local Authority Name and Address:

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

Search Reference	Date of Search
915439	06/08/2008



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

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

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

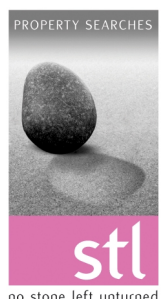
Complete searches on property online ontime [www.stlgroup.co.uk](http://www.stlgroup.co.uk)



STL Group plc

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# LOCAL LAND CHARGES REGISTER

## SUMMARY OF ENTRIES

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

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

Property: 40 Hampden Retreat, Birmingham, West Midlands, B12 9TB.

**LOCAL LAND CHARGES**

Part	Reference	Description	Date of Registration
4		City of Birmingham Smoke Control Order Operative 01.07.88	01.01.88

**PLANNING**

Reference	Description	Decision <sup>1</sup>	Date of Decision
36488011	Erection of 46 flats, 4 dwelling houses, 12 garages and layout of land	CP	10.03.83
36488006	Erect 54 dwellings and construct access roads	CP	12.04.79
36488004	Erection of 95 dwellings	CP	06.10.78

**BUILDING REGULATIONS**

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

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

---

1

CP Conditional Permission  
R Refusal  
LBC Listed Building Consent

P Permission  
PD Permitted Development  
CAC Conservation Area Consent

# ENQUIRIES OF THE LOCAL AUTHORITY (2007 EDITION)

Property: 40 Hampden Retreat, Birmingham, West Midlands, B12 9TB.

## PLANNING AND BUILDING REGULATIONS

### Planning and Building Decisions and Pending Applications

1.1	Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications :-	1.1		
	(a) a planning permission;	(a)	)	
	(b) a listed building consent;	(b)	)	Any entries in
	(c) a conservation area consent;	(c)	)	
	(d) a certificate of lawfulness of existing use or development;	(d)	)	respect of this
	(e) a certificate of lawfulness of proposed use or development;	(e)	)	Property are listed in
	(f) building regulations approval;	(f)	)	
	(g) a building regulation completion certificate; and	(g)	)	our report
	(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	(h)	)	

*Informative: (1) This reply does not cover other properties in the vicinity of the property. (2) As from 1 April 2002 the installation of a replacement window, roof light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.*

### Planning Designations and Proposals

1.2	What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	1.2	City of Birmingham Plan adopted October 2005 Within 200m of: Linear Open Space Strategic Cycle Route Housing Regeneration
-----	---	-----	---

*Informative: This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan.*

## ROADS

2.	Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are :-	2.	
	(a) highways maintainable at public expense;	(a)	Hampden Retreat is adopted
	(b) subject to adoption and, supported by a bond or bond waiver;	(b)	None
	(c) to be made up by a local authority who will reclaim the cost from the frontagers; or	(c)	None
	(d) to be adopted by a local authority without reclaiming the cost from the frontagers?	(d)	None

*Informative: If a road, footpath or footway is not a highway, there may be no right to use it.*

## OTHER MATTERS

### Land required for Public Purposes

3.1	Is the property included in land required for public purposes?	3.1	No
-----	--	-----	----

### Land to be acquired for Road Works

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

### Drainage Agreement and Consents

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

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

### Nearby Road Schemes

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

### Nearby Railway Schemes

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

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

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

## Outstanding Notices

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

## Contravention of Building Regulations

3.8	Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	3.8	Please see Building Regulations Register
-----	--	-----	--

## Notices, Orders, Directions and Proceedings under Planning Acts

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

**Conservation Area**

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

**Compulsory Purchase**

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

**Contaminated Land**

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

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

**Radon Gas**

3.13	Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?	3.13		The neighbourhood of postcode B12 9TB is not within a Radon Affected Area
------	--	------	--	---

*Informative: This does not necessarily indicate the presence of Radon Gas in any particular property in this Postcode. Radon is a natural radio active gas which has no taste, smell or colour and usually occurs at levels which pose negligible risk. For more information please visit [www.hpa.org.uk/radiation](http://www.hpa.org.uk/radiation)*

Data source: HPA

# Personal Local Authority Searches Frequently Asked Questions

## LAND CHARGES

### What is a Local Land Charge?

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

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

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

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

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

### What is a Listed Building?

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

### What is a Tree Preservation Order?

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

### What is a Smoke Control Order?

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

### What is an Enforcement Notice?

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

## PLANNING

### When do I need planning permission?

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

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

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

## BUILDING REGULATIONS

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

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

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

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

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

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

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

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

## DEVELOPMENT PLANS

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

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

## OTHER 'ENQUIRIES OF THE LOCAL AUTHORITY'

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

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

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

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

### **What is Radon?**

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

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

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

## Main Commitments

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

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

## Keeping to the Search Code

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

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

## Complaints Procedure

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

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

We will:

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

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

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

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

Peter Brocklehurst, managing Director, Legal & Contingency Limited

## Schedule

<b>Policy Number</b>	<b>STL915439</b>		
<b>Search Reference</b>	<b>915439</b>	<b>Date of Search (Inception Date)</b>	<b>06/08/2008</b>
<b>Property (address)</b>	<b>40 Hampden Retreat, Birmingham, West Midlands, B12 9TB</b>		
<b>Limit of Indemnity</b>	The amount at the Inception Date at which the Property Interest is marketed or is to be marketed subject to a maximum of £2,000,000 unless agreed in writing by the Administrator on Our behalf prior to the Inception Date.		
<b>Premium</b>	<b>£5 which is inclusive of Insurance Premium Tax</b>		

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

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

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

### Definitions

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

<b>You/Your</b>	The person insured by this Policy. You may be: <ul style="list-style-type: none"> <li>• The seller of the <b>Property Interest</b>;</li> <li>• A potential or actual buyer of the <b>Property Interest</b>;</li> <li>• A mortgage lender in respect of the <b>Property Interest</b>;</li> </ul>
<b>We/Us/Our</b>	The Insurer, Hardy Conveyancing Insurances underwritten by Syndicate 382 at Lloyd's. Authorised and regulated by the Financial Services Authority.
<b>Administrator</b>	Legal & Contingency Limited of 19-21 Great Tower Street, London, EC3R 5AR. Authorised and regulated by the Financial Services Authority.
<b>PCCB</b>	Property Codes Compliance Board (Property Codes Compliance Ltd.)
<b>Search Organisation</b>	STL Group PLC registered with and compliant with the Search Code as laid down from time to time by PCCB. Authorised and regulated by the Financial Services Authority.
<b>Adverse Entry</b>	Any entry or matter: <ol style="list-style-type: none"> <li>1. which was in existence on the <b>Inception Date</b> and which was registered against the <b>Property</b> or any adjoining property and would have been disclosed by an <b>Official Search</b> or which should have been registered against the <b>Property</b> or any adjoining property on or before the <b>Inception Date</b> but which was not disclosed by the <b>Search</b>. (For the avoidance of doubt such entry or matter could be the subject of an <b>Unavailable Search Result</b>).</li> <li>2. which was registered against the <b>Property</b> or any adjoining property and disclosed by the <b>Search</b> but which should not have been disclosed due to such entry not forming part of the registers of the <b>Relevant Authority</b> at the <b>Inception Date</b> or which should not have formed part of the registers of the <b>Relevant Authority</b> at the date of the <b>Search</b> due to the matter to which the entry relates either no longer subsisting or never having affected the <b>Property</b>.</li> </ol>
<b>Comparable Report</b>	Either a <b>Search</b> or any other report carried out by any provider in relation to the same enquiries raised in the <b>Search</b> .
<b>Inception Date</b>	The date of the <b>Search</b> as stated in the Schedule.
<b>Indemnity Period</b>	From the <b>Inception Date</b> until the date of a subsequently obtained <b>Comparable Report</b> .
<b>Insured Use</b>	The continued use of the <b>Property</b> for residential purposes.
<b>Loss</b>	Any financial loss that You suffer or sustain solely and directly due to Your reliance on the <b>Search</b> subject to the terms, conditions and exclusions details in this Policy
<b>Market Value</b>	The market value of the <b>Property Interest</b> determined by a surveyor acting as sole arbitrator who shall be appointed by agreement between You and the <b>Insurer</b> or in the absence of agreement by the President or next most senior available officer of the Royal Institution of Chartered Surveyors who will have the power (with the right to take such further advice as may reasonably be required) to determine and appoint the appropriate person or to arrange such person's appointment.
<b>Unavailable Search Result</b>	Where an answer to a specific enquiry raised in the <b>Search</b> is not provided in the <b>Search</b> due solely and directly to the circumstances set out in Schedule 7, Part 1, Paragraph 3 of the Home Information Pack Regulations 2007 (SI 2007 No. 992) (or any amending Regulations,) applying on the <b>Inception Date</b> .
<b>Official Search</b>	A search carried out against the <b>Property</b> in forms LLC1 and Form Con 29 Part 1 or 2 Standard Enquiries of Local Authority (2002 Edition) (or any official form(s) that supersede or replace such form(s)) carried out by the <b>Relevant Authority</b> .
<b>Property</b>	Any residential dwelling situated in England or Wales, the address of which is stated in the schedule
<b>Property Interest</b>	The interest in the <b>Property</b> that is being sold and for the purposes of which the <b>Search</b> was obtained at the <b>Inception Date</b> .
<b>Relevant Authority</b>	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the <b>Search</b> .
<b>Search</b>	The search carried out against the <b>Property</b> by the <b>Search Organisation</b> in substitution of an <b>Official Search</b> and to which this Policy is attached.

### Exclusions

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

### Conditions

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

### Making a Claim

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

### Complaints Procedure

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

### Financial Services Compensation Scheme (FSCS)

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

### How we will use your data

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

# Drainage & Water Search (CON29DW)



Residential

Promise Homepacks Limited, Head office

Promise House  
Stafford Road  
Wolverhampton  
West Midlands  
WV10 6AD

Fax / E-mail:

Client Ref: 10008542

This report has been prepared for:  
Promise Homepacks Limited

Property:

40 Hampden Retreat, Birmingham, West Midlands, B12 9TB

Name and Address of Data Source:

Severn Trent Water  
PO Box 6187, Nottingham NG5 1LE

Search Reference	Date of Search
915439	06/08/2008



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

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

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

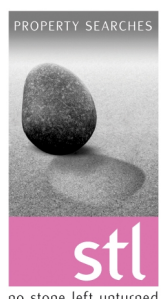
Complete searches on property online ontime [www.stlgroup.co.uk](http://www.stlgroup.co.uk)



STL Group plc

Edbrooke House  
St Johns Road  
Woking  
Surrey GU21 7SE

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



**STL Group Plc**

Edbrooke House  
St Johns Road  
Woking  
GU21 7SE

Order Date: **Monday, August 4, 2008**  
Order No: **20002302**  
Customer Ref: **915439**

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

**40 HAMPDEN RETREAT BIRMINGHAM  
B12 9TB**

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

**Question 1**

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**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**

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**Enquiries and Responses.**

The Search Report on the above property was completed on 5 Aug, 2008 by Drew Grimshaw, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquires. In the event of any queries about the preparation of this search report, enquiries should be directed to:

**enquiries@severntrentsearches.com**

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

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

The address for all correspondence is:

**Severn Trent Searches  
PO Box 6187  
Nottingham  
NG5 1LE**

or

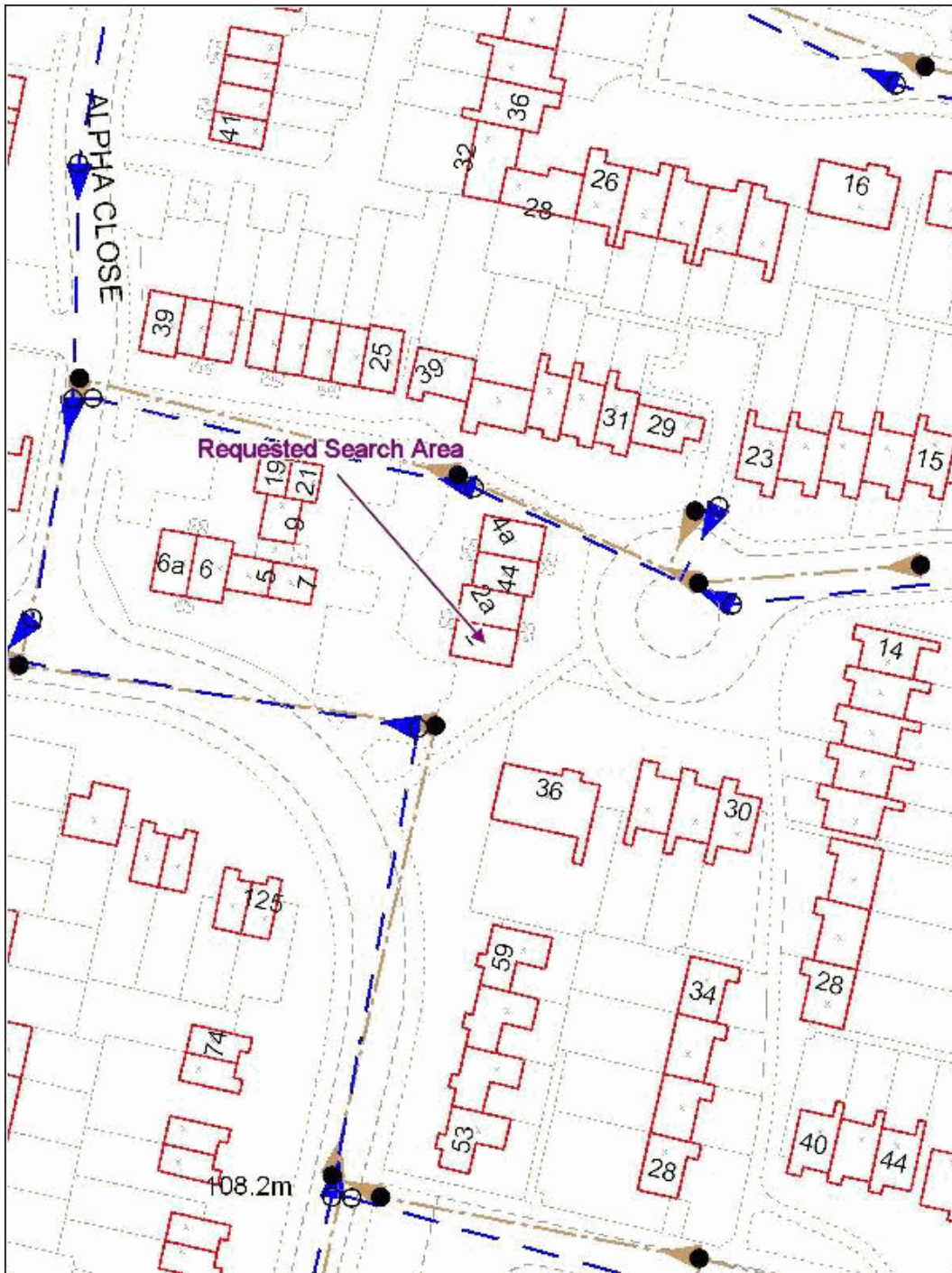
**Severn Trent Searches  
DX 723860  
Nottingham 43**

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

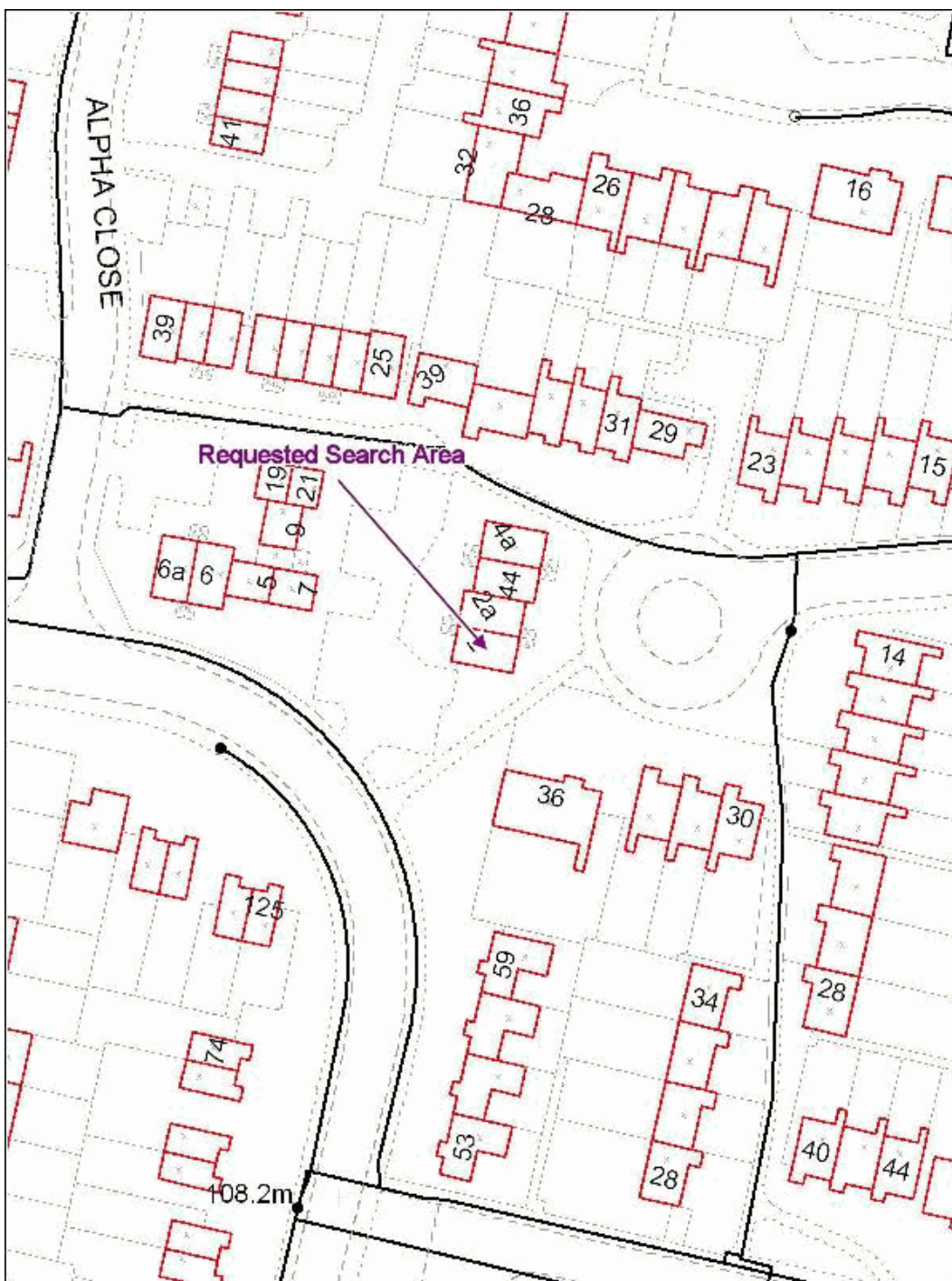
The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the HIPS Report and do not imply that the property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

- ✓ This response represents the typical situation for a residential property.
- ? The attention of the purchaser is drawn to this response. The purchaser may wish to make further investigations into this situation.
- ✗ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

Question	Answer
<b>3</b> Where relevant, please include a copy of an extract from the public sewer map.	<b>Map Provided</b> ✓
<b>4</b> Does foul water from the property drain to a public sewer?	<b>Yes</b> ✓
<b>5</b> Does surface water from the property drain to a public sewer?	<b>Yes</b> ✓
<b>6</b> 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?	<b>No</b> ✓
<b>7</b> Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	<b>No</b> ✓
<b>8</b> Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	<b>Yes</b> ✓
<b>9</b> 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?	<b>No</b> ✓
<b>10</b> Where relevant, please include a copy of an extract from the map of waterworks.	<b>Map Provided</b> ✓
<b>11</b> 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?	<b>No</b> ✓
<b>12</b> Who are the Sewerage and Water Undertakers for the area?	<b>See Answer</b> ✓
<b>13</b> Is the property connected to mains water supply?	<b>Yes</b> ✓
<b>14</b> Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	<b>No</b> ✓
<b>15</b> What is the current basis for charging for sewerage and water services at the property?	<b>Unmeasured</b> ✓
<b>16</b> Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	<b>No</b> ✓
<b>17</b> Is a surface water drainage charge payable?	<b>Yes</b> ✓
<b>18</b> Please include details of the location of any water meter serving the property.	<b>N/A</b> ✓
<b>19</b> Who bills the property for sewerage services?	<b>See Details</b> ✓
<b>20</b> Who bills the property for water services?	<b>See Details</b> ✓
<b>21</b> Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	<b>No</b> ✓
<b>22</b> Is the property at risk of receiving low water pressure or flow?	<b>No</b> ✓
<b>23</b> 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.	<b>Pass</b> ✓
<b>24</b> Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or for Wales please include details of any departures, authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.	<b>N/A</b> ✓
<b>25</b> Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works.	<b>See Details</b> ✓



<ul style="list-style-type: none"> <li> Abandoned Gravity Sewer</li> <li> Private Combined Gravity Sewer</li> <li> Private Foul Gravity Sewer</li> <li> Private Surface Water Gravity Sewer</li> <li> Public Combined Water Gravity Sewer</li> <li> Public Foul Gravity Sewer</li> <li> Public Surface Water Gravity Sewer</li> <li> Trunk Combined Gravity Sewer</li> <li> Trunk Foul Use Gravity Sewer</li> <li> Trunk Surface Water Gravity Sewer</li> <li> Abandoned Pressurised Sewer</li> <li> Combined Use Pressurised Sewer</li> <li> Foul Use Pressurised Sewer</li> <li> Surface Water Pressurised Sewer</li> <li> Highway Drain</li> </ul> <p>All Private Sewers are shown in magenta All Section 104 sewers are shown in green, using the same line style as private sewers</p>	<ul style="list-style-type: none"> <li> Blind Shaft</li> <li> Combined Use Manhole</li> <li> Disposal Site</li> <li> Flushing Chamber</li> <li> Foul Use Manhole</li> <li> Grease Trap</li> <li> Head Node</li> <li> Hydrobrake</li> <li> Lamphole</li> <li> Outfall</li> <li> Overflow</li> <li> Penstock</li> <li> Petrol Interceptor</li> <li> Sewage Treatment Works</li> </ul>	<ul style="list-style-type: none"> <li> Sewer Blockage</li> <li> Sewer Chemical Injection Point</li> <li> Sewer Collapse</li> <li> Sewer Junction</li> <li> Sewerage Air Valve</li> <li> Sewerage Hatch Box Point</li> <li> Sewerage Isolation Valve</li> <li> Soakaway</li> <li> Surface Water Manhole</li> <li> Vent Column</li> <li> Waste Water Storage</li> <li> Culverted Watercourse</li> <li> Access Right</li> <li> Sewer Pumping Facility</li> <li> Sewer Facility Connection (Sewer Pumping Facility Inlet/Outlet)</li> <li> Sewer Treatment Works Inlet/Outlet</li> </ul>	<p><b>SEWER RECORD</b></p> <p><b>Sewern Trent Water</b></p> <p>Sewern Trent Water Limited Waterworks Road Edgbaston Birmingham B16 9DD Telephone: 0121 452 3306</p>	<p>Date of Issue: 08/05/2008</p> <p><b>40 HAMPDEN RETREAT BIRMINGHAM B12 9TB</b></p>
<p>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.</p> <p>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</p> <p>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.</p>				



<p><b>WATER RECORD</b></p> <p><b>Severn Trent Water</b></p> <p>Severn Trent Water Limited Waterworks Road Edgbaston Birmingham B16 9DD Telephone: 0121 452 3306</p>			<p>Date of Issue: 08/05/2008</p> <p><b>40 HAMPDEN RETREAT</b> <b>BIRMINGHAM B12 9TB</b></p>
<p>— Distribution Main</p> <p>— Trunk Main (Local / Primary)</p> <p>— Strategic Main</p> <p>— Fire Supply Main</p> <p>— Fire Main</p> <p>— Non-Domestic Customer Service Pipe</p> <p>— Domestic Customer Service Pipe</p> <p>— Abandoned Main</p> <p>— Elevated Main</p> <p>— Aquaduct</p> <p>— Duct</p> <p>— Access Right</p> <p>— Cable, Low Voltage</p> <p>— Cable, High Voltage</p> <p>— Cable, Optical Fiber/Instrumentation</p> <p>— Cable, Earthing</p> <p>— Cable, Other</p>	<p>▲ Pumping Facility</p> <p>△ Booster Facility</p> <p>□ Portable Water Storage</p> <p>● Water Tower</p> <p>◆ Well / Borehole</p> <p>◇ Intake</p> <p>□ Treatment Works/Chamber</p> <p>⊕ Draw-Off Tower</p> <p>○ Bowser Point</p> <p>⊠ Water Facility Connection</p> <p>⊕ Water Isolation Valve (Open)</p> <p>⊖ Water Isolation Valve (Closed)</p> <p>⊗ Water Isolation Valve (Partially Open)</p> <p>⊙ Water Air Valve</p> <p>⊚ Pressure Reducing Valve</p> <p>⊛ Pressure Sustaining Valve</p> <p>⊜ Non-Return Valve</p> <p>⊝ Float Valve</p> <p>⊞ Hydrant (Single / Double)</p> <p>⊟ Washout (Single / Double)</p> <p>⊠ Bulk Meter</p> <p>⊡ Water Hatch Box</p> <p>⊢ Pressure Tapping</p> <p>⊣ Insertion Flow Meter Point</p> <p>⊤ Water Chemical Injection Point</p> <p>⊥ Motive Water Point</p> <p>⊦ Quality Sample Plant</p>	<p>⊧ Change in Characteristic</p> <p>⊨ Marker Point</p> <p>⊩ Cable Junction</p> <p>⊪ Anode</p> <p>⊫ Boundary Box</p> <p>⊬ Stop Tap</p> <p>⊭ Cross Piece</p> <p>⊮ Strainer</p> <p>⊯ Listening Post</p> <p>⊰ Revenue Meter</p> <p>⊱ Housing, Building</p> <p>⊲ Housing, Kiosk</p> <p>⊳ Housing, Other</p> <p>⊴ Pipe Support Structure</p> <p>⊵ Open Pipe</p> <p>⊶ Discharge</p> <p>⊷ End Cap</p>	
<p>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.</p> <p>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</p> <p>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.</p>			

**Question 3**

**Q3**

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

**Answer 1**



**Map Provided**

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

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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.

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**Question 4**

**Q4**

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

**Answer 1**



**Yes**

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

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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.

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**Question 5**

**Q5**

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

**Answer 1**



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

**Yes**

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?**

**Answer 3**



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

**No**

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

**Answer 3**



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

**No**

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 sewer within 30.48 metres (100 feet) of any buildings within the property?**

**Answer 1**



**Yes**

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

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

---

**Question 9**

**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?**

**Answer 3**



**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.

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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.

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**Question 10**

**Q10**

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

**Answer 1**



**Map Provided**

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

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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.

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**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?**

**Answer 2**



**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.

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

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**Question 12**

**Q12**

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

**Answer 1**



**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: 0115 962 7269 For Search Enquiries only

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

The Water Undertakers for the area are:

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

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

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

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**Question 13**

**Q13**

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

**Answer 1**



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?**

**Answer 2**



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

**No**

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?**

**Answer 2**



The charges are based on the rateable value of the property of £182.00 and the charge for the current financial year is £280.59.

**Unmeasured**

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 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?**

**Answer 5**



**No**

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

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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.

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**Question 17**

**Q17**

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

**Answer 1**



**Yes**

Records confirm that a surface water drainage charge is payable for the property of £51.47 for the current financial year.

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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.

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**Question 18**

**Q18**

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

**Answer 1**



**N/A**

Records indicate that the property is not served by a water meter. Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

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

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

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

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**Question 19**

**Q19**

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

**Answer 1**



**See Details**

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

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

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

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?**

**Answer 1**



**See Details**

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

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

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

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?**

**Answer 3**



**No**

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

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

**Question 22**

**Q22**

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

**Answer 3**



**No**

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

'Low water pressure' means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customer's side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook. Allowable exclusions: The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Companies may exclude, for each property, up to five days of low pressure caused by peak demand. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that Companies identify the number of properties affected in each instance. However, Companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance. One-off incidents: This exclusion covers a number of causes of low pressure, mains bursts, failures of Company equipment (such as PRVs or booster pumps), firefighting and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

**Question 23**

**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.**

**Answer 1**



**Pass**

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

Water Companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health. Water quality is normally tested at the tap used for domestic consumption normally the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Company for further advice. The Water Company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system. The data collected by the Company is subject to external review by the Drinking Water Inspectorate (DWI) and by Local and Health Authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Company's operation can be examined.

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

**Answer 1**



**N/A**

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

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

**Question 25**

**Q25**

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

**Answer 1**



**See Details**

The nearest sewage treatment works is 9.751 KM to the West of the property. The name of the nearest sewage treatment works is Station Road .

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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.

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## Appendix 1

### Terms and Expressions

1. In this report

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

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

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

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

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

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

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

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

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

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

(b) is not a public sewer;

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

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

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

"lateral drain" means -

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

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

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

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

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

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

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

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

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

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

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

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

(d) otherwise;

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

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

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

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

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

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

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a

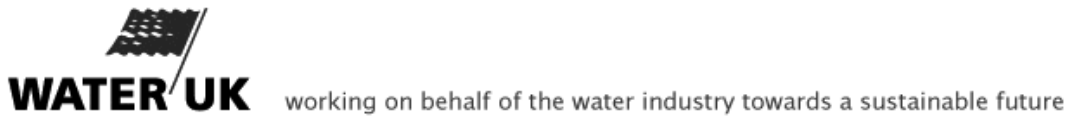
person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

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

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

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

"Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the



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

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

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

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

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

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

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

If we fail to give you a written substantive response within 5 working days, Severn Trent Searches will pay you £36.40 (Exc VAT) compensation regardless of the outcome of your complaint.

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

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

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

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

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

**Definitions**

"The Company" means the water service company or their data service provider producing the Report.

"Order" means any request completed by the Customer requesting the Report.

"Report" means the drainage and/ or water report prepared by The Company in respect of the Property.

"Property" means the address or location supplied by the Customer in the Order.

"Customer" means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.

"Client" means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property.

"Purchaser" means the actual or potential purchaser of an interest in the Property including their mortgage lender.

"the Regulations" means the Home Information Pack (No.2) Regulations 2007.

**Agreement**

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.

1.2 The Customer the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

**The Report**

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following:-

2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was produced and sent to the Customer.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy of the address supplied to The Company.

2.4 The Report provides information as to the location and connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer the Client and the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to their correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

**Liability**

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

3.2 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company that supplies information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.

3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6

paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

#### **Copyright and Confidentiality**

4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except expressly provided.

4.2 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in the, or attached to the Report, if they have an appropriate Ordnance Survey licence.

4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.5 The Customer and the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.

#### **Payment**

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

#### **General**

6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.3 Nothing in this notice shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations.

6.5 These terms and conditions may be enforced by the Customer the Client and the Purchaser.