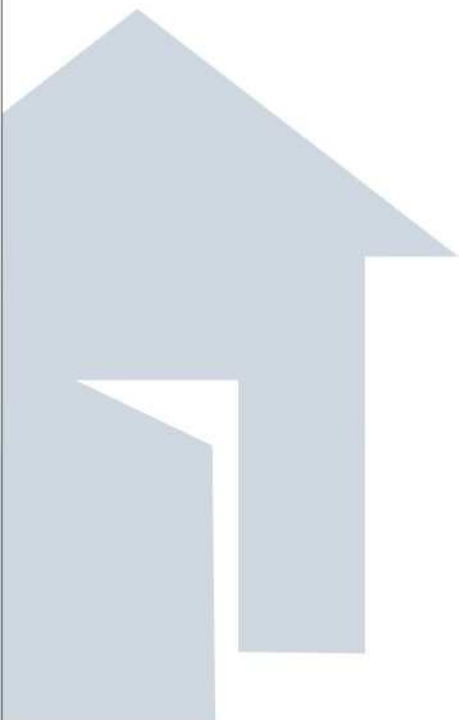
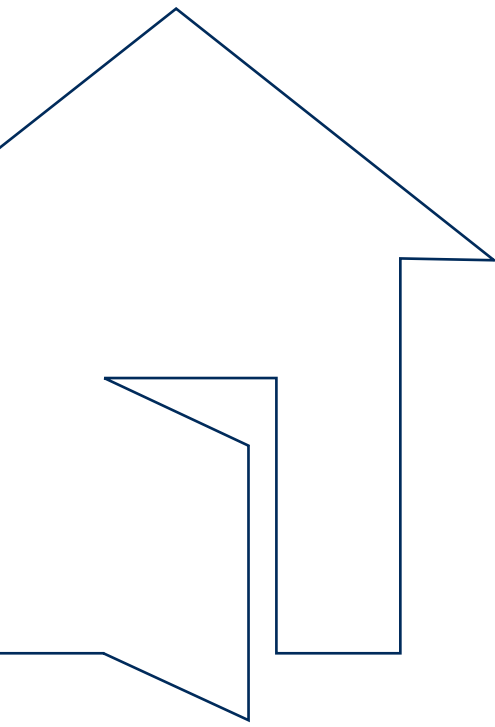




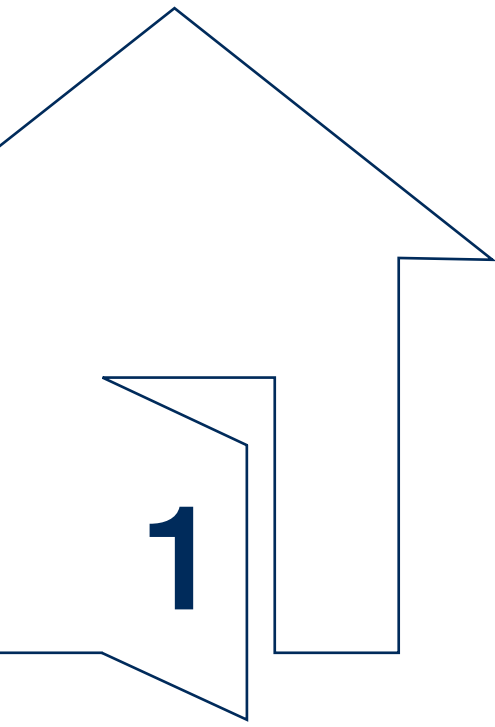
HOME INFORMATION PACK





contents

1. Index
2. Energy Performance Certificate
3. Sale Statement
4. Title Information including
Leasehold/Commonhold
(as applicable)
5. Local Authority and Water and
Drainage Enquiries
6. Authorised Documents



Index

Home Information Pack Index

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

104
Braceby Avenue
Birmingham
B13 0UT

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

PART 1 – General – Required Documents

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

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. Index	<input checked="" type="checkbox"/> 26.09.08	
2a. Energy Performance Certificate and Recommendation Report – or:	<input type="checkbox"/>	
2b. Predicted Energy Assessment	<input type="checkbox"/>	
3. Sale statement	<input checked="" type="checkbox"/> 26.09.08	
Title information		
4. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/> 23.09.08	
5. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/> 23.09.08	
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 checked="" type="checkbox"/> 23.09.08	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
Search reports		
9. Local land charges	<input checked="" type="checkbox"/> 25.09.08	
10. Local enquiries	<input checked="" type="checkbox"/> 25.09.08	
11. Drainage and water enquiries	<input checked="" type="checkbox"/> 24.09.08	

Part 2 – Commonhold properties – Required Documents

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

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

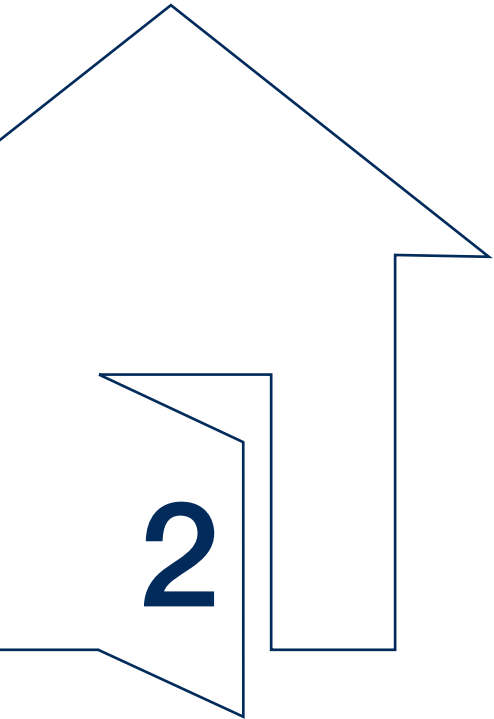
Part 3 – Leasehold properties – Required Documents

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

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
10. Summary of works or long term agreement affecting the property (current and any proposed)	<input type="checkbox"/>	
11. Proposed lease (new properties)	<input type="checkbox"/>	
12. Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)	<input type="checkbox"/>	

PART 4 – Authorised Documents

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



Energy Performance Certificate





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intentionally blank



3

Sale Statement

Sale statement

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

104 Braceby Avenue Birmingham B13 0UT
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About this form:

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

Seller's check of this form

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

	Statement
1. Is the property a flat or a house?	<input checked="" type="checkbox"/> Flat (incl. maisonette) or <input type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input checked="" type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 13.12.04 and with 125 years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	Mrs Angela Begum

	Statement
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:



4

Title Information including Leasehold/ Commonhold (as applicable)

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 WM853494

Edition date 16.07.2007

- This official copy shows the entries on the register of title on 23 Sep 2008 at 16:56:32.
- 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 23 Sep 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 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 (30.03.2005) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being 104 Braceby Avenue, Billesley, Birmingham and shed (B13 OUT).

NOTE: As to the part tinted blue on the title plan only the first floor flat is included in the title.

- 2 (30.03.2005) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 13 December 2004
Term : 125 years from 13 December 2004
Parties : (1) Birmingham City Council
(2) Alena Begum

- 3 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 (30.03.2005) PROPRIETOR: ALENA BEGUM of 104 Braceby Avenue, Billesley, Birmingham B13 OUT.

B: Proprietorship Register continued

- 2 (30.03.2005) The price, other than rents, stated to have been paid on the grant of the lease was £42,000.
- 3 (16.07.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 20 June 2007 in favour of Preferred Mortgages Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (30.03.2005) A charge having the priority specified in section 156 of the Housing act 1985 to secure the liability under the covenant to repay discount contained in the lease under which the land is held.
- 2 (16.07.2007) REGISTERED CHARGE dated 20 June 2007.
- 3 (16.07.2007) Proprietor: PREFERRED MORTGAGES LIMITED (Co. Regn. No. 3137809) of Oakfield House, 35 Perrymount Road, Haywards Heath, W Sussex RH16 3BX.

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.

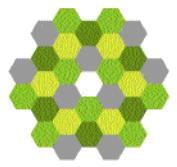
This official copy is issued on 23 September 2008 shows the state of this title plan on 23 September 2008 at 16:56:32. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

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

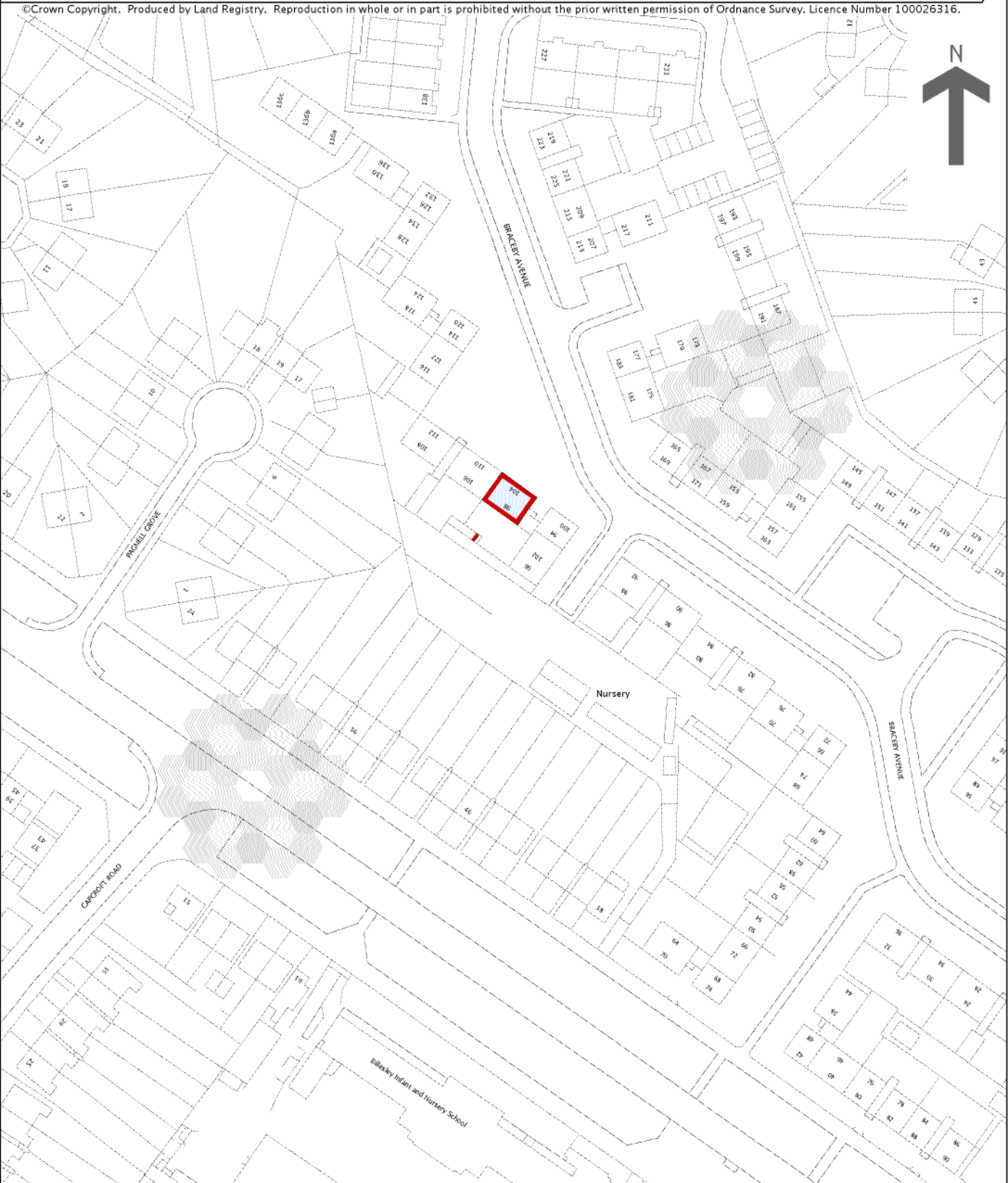


Land Registry Official copy of title plan

Title number WM853494
Ordnance Survey map reference SP0980NW
Scale 1:1250
Administrative area WEST MIDLANDS:
BIRMINGHAM



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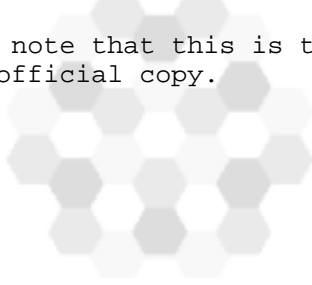
These are the notes referred to on the following official copy

Title Number WM853494

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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



RR:- Wm 853494.

*We certify
this is a true
copy of the
said lease
J. H. H. H.*

THIS LEASE is made the 13th day of DECEMBER Two thousand and four

BETWEEN: BIRMINGHAM CITY 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 ALENA BEGUM of 104 Braceby Avenue, Billesley (hereinafter called "the Lessee" which expression shall where the context so admits include the successors in title of the Lessee) of the other part

WHEREAS:-

- (A) The Council is the estate owner of the Building including the Demised Premises
- (B) The Council has admitted the Lessee's right to buy the Demised Premises pursuant to Section 124 of the Act following receipt of a written notice claiming such right from the Lessee
- (C) The Council is not aware of any structural defects other than those notified in writing to the tenant pursuant to Part III of Schedule 6 to the Act and specified in the Seventh Schedule hereto

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of FORTY TWO THOUSAND POUNDS 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 with Full Title Guarantee the Demised Premises TOGETHER WITH in substitution for the rights set out in Schedule 6 of the Act the rights specified in the Third Schedule hereto EXCEPT AND RESERVING in substitution for the rights set out in Schedule 6 of the Act the rights specified in the Fourth Schedule hereto TO HOLD unto the Lessee for a Term of ONE HUNDRED AND TWENTY FIVE YEARS from the 13th day of DECEMBER Two thousand and four YIELDING AND PAYING therefor during the said Term the yearly rent of TEN POUNDS payable on the Twenty fifth 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

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 1985 as amended
- (ii) "the Building" shall mean the building described in the First Schedule hereto
- (iii) "the City Housing Officer" shall mean the City 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 property described in the Second Schedule hereto
- (v) "the Estate" shall mean the estate known as Billesley including the Building all roads paths gardens landscaped areas and other property forming part thereof but should the demised premises not form part of a Council estate this clause and any subsequent reference in this Lease to the Estate shall have no force or effect
- (vi) "the Financial Year" shall mean the period of twelve months ending on the Thirty first day of March in every year of the Term
- (vii) "the Full Cost Of Re-instatement" shall mean the cost of shoring up demolition and site clearance Architect's Surveyor's and other professional fees (and Value Added Tax) where applicable) which would be likely to be incurred in re-instating the Demised Premises in accordance with the requirements of These Presents at the time when such re-instatement is likely to take place having regard to all relevant factors including any increases in building costs expected or anticipated to take place at any time up to the date upon which the Demised Premises shall be fully reinstated
- (viii) "Full Title Guarantee" for the purpose of this deed the covenants implied in this term by virtue of the Law of Property (Miscellaneous

Provisions) Act 1994 shall for the purposes of Section 6(2)(a) thereof be limited to the extent that the following matters are to be considered within the actual knowledge of the Lessee and the Demised Premises is deemed to be demised subject to:-

- (1) The matters contained or referred to in the Eighth Schedule hereto (IF ANY)
- (2) All matters registered or capable of registration in the local land charges or other public register maintained by the Local Authority
- (ix) "Improvements" shall mean all works carried out to the Estate or the Building in the nature of an improvement including but without prejudice to the generality of the above all such works as may be specified as improvements in the Offer Notice
- (x) "the Insured Risks" shall mean such of the risks of damage by fire storm tempest lightning flood earthquake aircraft and things dropped therefrom (in time of peace) aerial objects impact riot civil commotion malicious persons bursting and overflowing of water tanks apparatus and pipes as are normally insurable from time to time throughout the Term with insurance offices of repute in England or through underwriters at Lloyds and where the context so admits or required shall include any one or more of such risks
- (xi) "the Offer Notice" shall mean the formal written offer notice given by the Council to the Lessee pursuant to Section 125 of the Act
- (xii) "These Presents" shall mean this Lease
- (xiii) "Repairs" shall mean all matters concerning the management and maintenance of the Estate or the Building (otherwise than as set out in the Services below and the Improvements above) being in the nature of general repairs (including the making good of structural defects and in particular but without prejudice to the generality of the

above all such works (if any) as may be specified or listed in the Offer Notice as anticipated repair works and those matters set out in clause 4(b)(i) below

(xiv) "the Service Charge" shall mean the service charge payable by the Lessee details of which are more particularly defined in the Sixth Schedule hereto

(xv) "the Services" shall mean all matters concerning the management and maintenance of the Estate or the Building for which the Council is responsible or for which expenditure has been properly incurred by the Council under the terms of this Lease (excluding those matters relating to Repairs or Improvements but including without prejudice to the generality of the above the following services (if any) which may be provided by the Council):

- (a) services lifts entryphones closed circuit television television aerials etc
- (b) communal heating lighting cleaning refuse collection and removal
- (c) caretaker warden and concierge facilities (including the cost of providing appropriate accommodation)
- (d) maintenance of grounds including Estate roads and paths and gardens or landscaped areas
- (e) non-itemised repairs
- (f) management (estate administration and service provision)
- (g) insurance
- (h) other matters specified in the Offer Notice as being in the nature of a management or maintenance service but excluding Repairs or Improvements

such other services as the Council may in its absolute discretion provide for the benefit of the Lessee and others on the Estate

(xvi) "the Term" shall mean the Term of years hereby granted

(b) In These Presents 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 without any deduction

(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 the 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) (including for the avoidance of doubt keeping the internal surfaces of the window frames in good decorative repair) and where the Demised Premises includes a shed then to repair the shed both inside and

outside in wind and weather tight condition so as not to cause a nuisance or annoyance to any other adjoining owner

- (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 Lessee 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 including administrative costs)
- (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 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) Within twenty one days next after any transfer assignment underlease or devolution of the Demised Premises or any part thereof to give notice in writing of such transfer assignment or devolution and of the name address and description of the transferee assignee or person upon whom the relevant term or any part thereof may have devolved or of the Lessee (as the case may be) to the Council who may charge a reasonable fee (being not less than £30.00) for the registration of every such notice
- (l) 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
- (m) At all times during the Term to observe and perform the regulations specified in the Fifth Schedule hereto and such other reasonable regulations or restrictions as may be made from time to time by the Council for the management of the Building
- (n) 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

COLOUR



- (o) If within the period defined in Section 155(2) of the Act there shall be a disposal as defined in that Section to pay to the Council on demand the sum of TWENTY SIX THOUSAND POUNDS reduced by the amount defined in Section 155(2) of the Act for each complete year which shall elapse between the date of this Lease and the date of that disposal PROVIDED NEVERTHELESS that if there shall be more than one such disposal the Council shall be entitled to demand payment only on the first one
- (p) 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
- (q) To observe the restrictive covenants (if any) referred to in the Eighth Schedule hereto
- (r) To keep the fences of the property where marked "T" inwards (if any) on the plan annexed hereto in good and substantial repair and condition
- (s) The "H" marks (if any) on the plan annexed hereto denote a boundary structure which is a party boundary structure and is maintainable at the joint expense of the parties enjoying the benefit thereof
- (t) Not to assign part with possession or underlet the Demised Premises or any part thereof to any person or body whether incorporated or not who would not be entitled under the Council's letting policy applicable to the Building to be granted a tenancy in the Building of which the Demised Premises forms part and further where the Demised Premises are to be let on an occupational tenancy or periodic tenancy not to create such a tenancy with a person or persons or body whether incorporated or not who would not be entitled under the Council's policy of letting in the Building to qualify for the grant of a tenancy by reason of their eligibility

4. THE Council hereby COVENANTS with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed:-

(a) The Lessee shall and may subject as hereinafter provided peaceably and quietly hold and enjoy the Demised Premises during the Term 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) keep in repair the structure and exterior of the Demised Premises and of the Building and the common parts of the Building and any other property over or in respect of which the Lessee is granted any rights under the provisions of the Third Schedule

(ii) as often as may be reasonably necessary 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 and also those parts of the halls staircases and landings of the Building usually painted

(iii) provide the Services and ensure so far as practicable that the same are maintained at a reasonable level and keep in repair any installation connected with the provision of the Services

(iv) insure or cause to be insured the Demised Premises and keep the same insured in the name of the Council against loss or damage by any of the Insured Risks in a sum sufficient to cover the Full Cost of Reinstatement and pay or cause to be paid all premiums and other moneys necessary for this purpose and on reasonable notice produce to the Lessee evidence of the policy or policies of such insurance and

evidence of the payment of the current year's premium and in the event of the Demised Premises at any time being destroyed or damaged by any of the Insured Risks then and as often as the same may happen shall rebuild repair or otherwise reinstate the Demised Premises in a good and substantial manner

- (c) To ensure that the leases of more than twenty one years (if any) granted by the Council of other parts of the Building contain covenants on the part of the lessees the same as or similar to the covenants on the part of the lessee herein contained and if so required by the Lessee for the reasonable protection of the Demised Premises to enforce the said covenants entered into or to be entered into by a lessee of any one or more of the other flats forming part of the Building provided that the lessee shall (if required) indemnify the Council against all costs and expenses in respect of such enforcement and provide such security for the said costs and expenses as the Council may reasonably require

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

- (1) That if the said rent 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 this 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:-
- (i) any loss or inconvenience occasioned by the closing of the lift or lifts (if any) for repairs or any other necessary purposes
 - (ii) any loss or inconvenience occasioned by any interruption to the supply of heating or hot water by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by any cause beyond the Council's control PROVIDED that the Council shall give to the Lessee reasonable notice of any foreseeable or likely interruption of such services or either of them
 - (iii) 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) 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
6. WHEN the Lessee is more than one person the Lessee shall stand possessed of the Demised Premises upon Trust for the Lessee as joint tenants beneficially
7. IT IS HEREBY CERTIFIED by the parties hereto that:-
- (a) 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 sixty thousand pounds
 - (b) there is no agreement for lease to which this Lease gives effect

IN WITNESS whereof the Council and the Lessee have executed this document as a deed the day and year first before written

THE FIRST SCHEDULE

(The Building)

ALL THAT block of flats situate at Braceby Avenue, Billesley in the City of Birmingham and edged green on the plan annexed hereto

THE SECOND SCHEDULE
(The Demised Premises)

ALL THAT Flat Number 104 on the 1st floor of the Building TOGETHER with the shed shown coloured red on the annexed plan

TOGETHER ALSO with:-

- (A) All landlords fixtures and fittings now or from time to time during the Term thereon or therein
- (B) The floors ceilings walls doors and door frames 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 structure) is included in this demise and for the avoidance of doubt window frames are not included in the 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 and foundations lifts lift shafts machinery and floors (except wooden floors) and all external walls and external windows and doors and external window and door frames (but not 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

THE THIRD SCHEDULE

(The rights annexed to the Demised Premises)

- (A) The free running of water soil gas and electricity (including telephones) in through and along all cisterns tanks pipes wires and cables in on or under other parts of the Building and the adjoining land of the Council 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 the Demised Premises and others having the like right and all persons authorised by it over and along the Estate roads and footways serving the Building and the Demised Premises 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
- (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

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 the 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

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 deposited on the Demised Premises or in any entrance landing passage stairway lift or other 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 except within the specified drying area
- (e) not keep in the Demised Premises any animal bird or reptile which the Council considers to be dangerous to health or a nuisance
- (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 specific car parking areas provided by the Council

- (h) not permit or suffer to be used any lift for the carriage of any greater number of persons than the number specified therefor by a notice affixed therein
- (i) not allow any person or child to loiter or play in or about any entrance landing passage stairway lift or any other common part of the Building
- (j) clean the communal stairs landings corridors and balconies of the Building at the times arranged between the occupiers of the Building or as may be directed by the City Housing Officer
- (k) not to keep bottled gas appliances in the Demised Premises
- (l) not store or permit to be stored in any part of the Demised Premises or adjacent garage 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 the costs and expenses incurred or to be incurred by the Council in connection with the management and maintenance of the Estate or the Building and the carrying out of the Council's obligations and duties and providing all such services as are provided under the terms of this Lease and as are implied herein by the Act including where relevant the following:-
 - (i) the Services
 - (ii) the Repairs
 - (iii) the Improvements
 - (iv) Such sum (if any) as (after making allowance for any reserves in hand and interest at the rate per annum equal to the Co-operative 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 (ii) and (iii) above as the City Housing Officer anticipates will or may arise during the remainder of the Term

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. The Certificate shall contain a fair and proper summary of the costs and expenses incurred by the Council which fall within paragraph 1 of this Schedule
4. The costs defined in paragraph 1 of this Schedule shall be ascertained by such method as shall be reasonable and different methods may be used to ascertain different items of costs and expenses
5. On the Twenty fourth day of June and the Twenty fifth day of December in each year during the Term the Lessee shall pay to the Council in advance on account 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 that the estimate of the Service Charge for the Financial Year current at the date hereof shall be FOUR HUNDRED AND EIGHTY TWO POUNDS and THIRTY NINE PENCE PENCE of which the Lessee shall pay an apportioned part on the execution hereof
6. If any payment of Service Charge payable under These Presents shall have become due but remain 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 four per cent above the Cooperative 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 of power herein contained or otherwise available to the Council in respect of the non payment thereof
7. 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

8. Time shall not be of the essence for the service of any notice under this Schedule

THE SEVENTH SCHEDULE

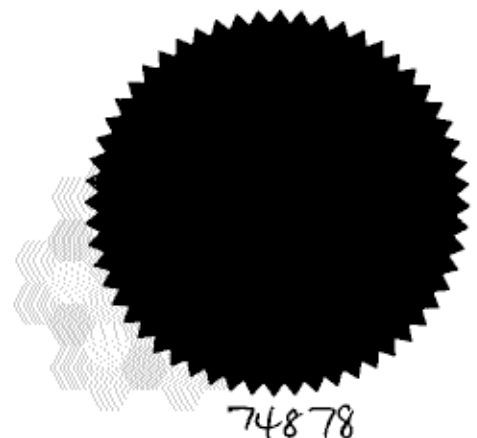
(Structural Defects notified to the Lessee)

External Woodwork: – Window frames and fascia boards in poor condition.

Kitchen: Minor fracture cracking to ceiling plaster

Reception: Cracking to ceiling plaster and gaps to bricks and mortar around front window frame

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




Authorised Signatory

HM LAND REGISTRY

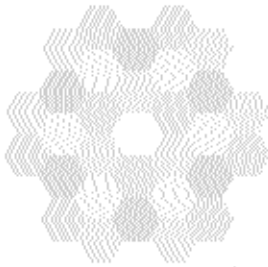
LAND REGISTRATION ACTS 1925 and 1971

County : West Midlands
District : Birmingham
Property : Flat Number 104
Braceby Avenue
Billesley
BIRMINGHAM B13 0UT

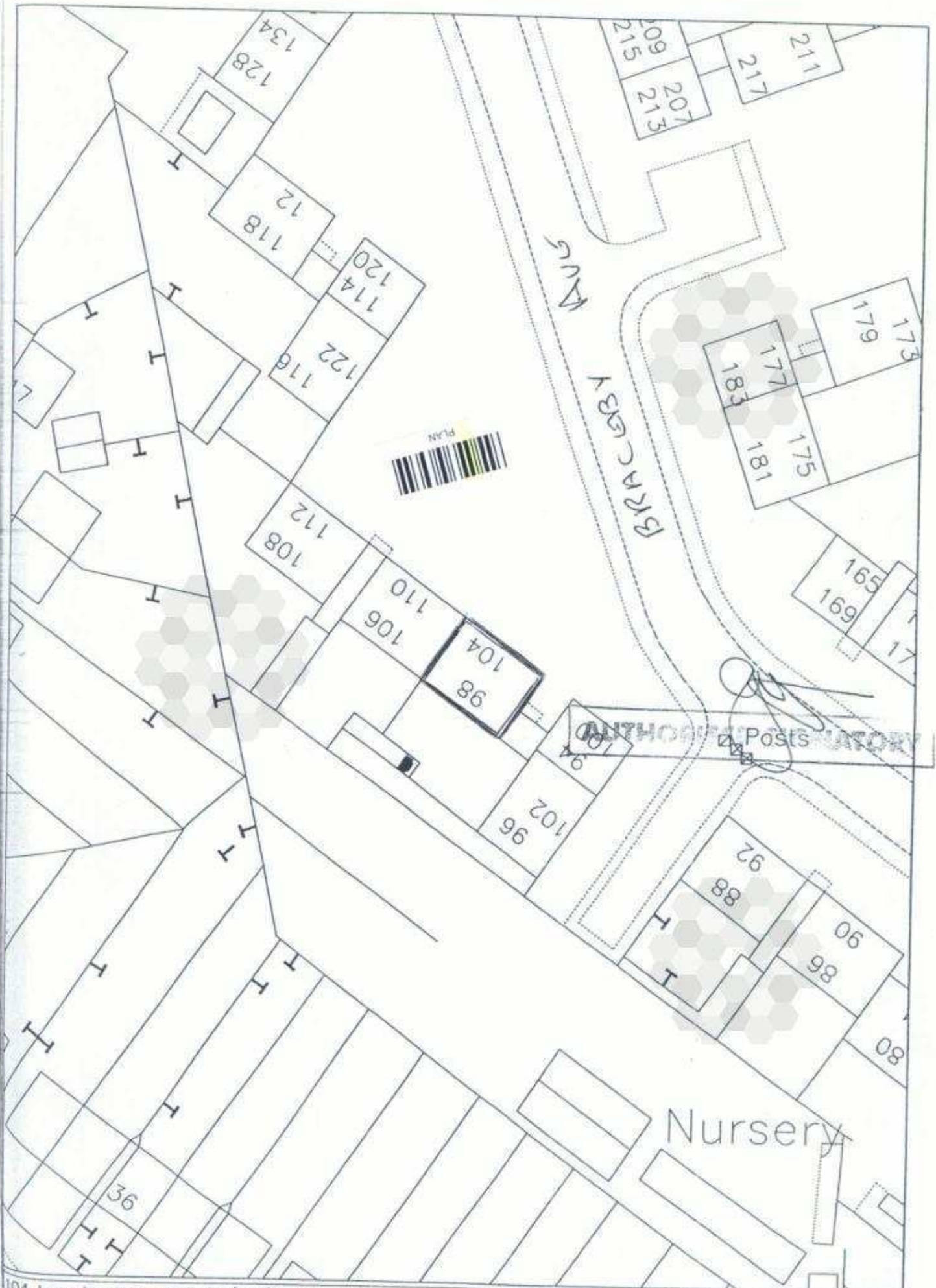
BIRMINGHAM CITY COUNCIL

to

A BEGUM



Mirza Ahmad
Chief Legal Officer
Ingleby House
11-14 Cannon Street
Birmingham B2 5EN



104 braceby avenu b13 22/07/1919 1713

Birmingham City Council
 Integrated Property Management System
 Housing Department

Date 13-Jul-2004
 Sheet SP0980NW
 Scale 1:500
 Plot Centre 409102 + 280953





5

Local Authority and Water and Drainage Enquiries

ENQUIRIES OF LOCAL AUTHORITY




Search prepared for: HIP ALLIANCE 16105 CANNOCK	Search Number: 2676393 Your Reference: H212 - 100059
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Property: 104 BRACEBY AVENUE BIRMINGHAM B13 0UT UPRN: NOT AVAILABLE	Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack) Name of vendor: MRS ANELA BEGUM Name of estate agent: ROBERT ASTON & COMPANY Name of HIP Provider: PSG BIRMINGHAM Name of solicitor/conveyancer: Your personal data * name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.
--	---

Other roadways, footpaths and footways: NONE
--

Search prepared by and any enquiries to: The Property Search Group (PSG BIRMINGHAM) SUITE 2, BER-MAR HOUSE RUMERHILL BUSINESS EST CANNOCK WS11 0ET Tel: 01543 573 189 Fax: 01543 577 801
--

On behalf of The Property Search Group Signed:  Date: 25/09/2008
--

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

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

104 BRACEBY AVENUE
BIRMINGHAM
B13 0UT

LOCAL LAND CHARGE REGISTER ENTRIES:

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

PLANNING REGISTER ENTRIES SINCE: 01/01/1990

1. NONE

BUILDING REGULATION APPLICATIONS SINCE: 01/03/1990

1. NONE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

**PART I - STANDARD ENQUIRIES
(APPLICABLE IN EVERY CASE)**

1. PLANNING AND BUILDING REGULATIONS

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

- (a) a planning permission;
- (b) a listed building consent;
- (c) a conservation area consent;
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulation approvals;
- (g) a building regulation completion certificate; and

(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

INFORMATIVE:

If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.

1.2 Planning Designations & Proposals.

What designations of land use for the property or the area, and what specific proposals for the property are contained in any current adopted or proposed development plan?

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

2. ROADS

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

NONE SINCE 01/01/1990

NONE SINCE 01/03/1990

1.1 (g) - (h) PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

PLEASE CONTACT YOUR LOCAL PSG OFFICE

INFORMATIVE:

The owner or occupier of the property should be asked to produce any such certificate.

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

THE PROPERTY HAS NO SPECIFIC DESIGNATION OR PROPOSAL

BRACEBY AVENUE - YES
PUBLIC PATHS OR BYWAYS - NONE ABUTTING OR CROSSING THE PROPERTY

NONE

NONE

NONE

3. OTHER MATTERS

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

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

NO

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for roadworks?

NO

3.3 Drainage Agreements and Consents

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

(a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or

NO

(b) an agreement or consent for (i) a building; or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

NO

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

3.4 Nearby Road Schemes

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

NO

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

NO

(c) the outer limits of construction works of a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes;

NO

(d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes;

NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or

NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

NO

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

3.5 Nearby Railway Schemes

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

NONE

3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:

- (a) permanent stopping up or diversion;
- (b) waiting or loading restrictions;
- (c) one way driving;
- (d) prohibition of driving;
- (e) pedestrianisation
- (f) vehicle width or weight restriction;
- (g) traffic calming works including road humps;
- (h) residents' parking controls;
- (i) minor road widening or improvement;
- (j) pedestrian crossings;
- (k) cycle tracks; or
- (l) bridge building?

In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.

3.6 (a) - (l) PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

3.7 Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health?

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NONE REGISTERED

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:

- (a) an enforcement notice;
- (b) a stop notice;
- (c) a listed building enforcement notice;
- (d) a breach of condition notice
- (e) a planning contravention notice

NONE REGISTERED

NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

- (f) another notice relating to breach of planning control;
- (g) a listed building repairs notice;
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;
- (i) a building preservation notice;
- (j) a direction restricting permitted development;
- (k) an order revoking or modifying a planning permission;
- (l) an order requiring discontinuance of use or alteration or removal of buildings or works;
- (m) a tree preservation order; or
- (n) proceedings to enforce a planning agreement or planning contribution?

NONE REGISTERED
 NOT APPLICABLE
 NOT APPLICABLE

 NONE REGISTERED
 NONE REGISTERED
 NONE REGISTERED
 NONE REGISTERED

 NONE REGISTERED
 NOT APPLICABLE

3.10 Conservation Area

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

- (a) the making of the area a conservation area before 31st August 1974; or
- (b) an unimplemented resolution to designate the area a conservation area?

3.10 (a) - (b) NO

3.11 Compulsory Purchase

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

NONE REGISTERED

3.12 Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):

- (a) a contaminated land notice;
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:
 - (i) a decision to make an entry;
 - (ii) or an entry; or
- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

NONE REGISTERED

 NONE REGISTERED
 NONE REGISTERED
 NONE REGISTERED

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

3.13 Radon Gas

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

NO

INFORMATIVE:

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

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

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

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

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

Vendor - MRS ANELA BEGUM

Estate Agent - ROBERT ASTON & COMPANY

HIP Provider - PSG BIRMINGHAM

SEARCH CODE:

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

By giving you this information, PSG is confirming that they operate to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

The Search Code's key commitments say the search organisation will:

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

How do PSG handle complaints

We have a formal written complaints procedure for handling complaints speedily and fairly, if you wish to make a complaint, it will be handled as follows:

- The complaint will be acknowledged within 5 working days of its receipt. Please address your complaint as described on page 1 of this report or alternatively email serviceimprovement@propertysearchgroup.co.uk.
- A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request, we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and we will give you contact details.. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

Keeping to the Search Code

How search organisations keep to 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 you an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your search organisation failing to keep to the Code.

IMPORTANT INFORMATION

Contact Details

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report or visit us at www.thehipalliance.com.

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at: www.propertycodes.org.uk or telephone: 020 7917 1817 or Email: info@propertycodes.org.uk

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



1. This summary

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

2. The Insurer

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

3. Type of insurance

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate body and affected the land at the Policy Date but was not fully disclosed in a personal search report. See coverage statement in paragraph 2 of the policy.

4. What does the policy not cover?

Among others, the insurance given under the Search Report Insurance Policy does not cover:

- . environmental contaminants or hazardous waste on or under the Land
- . loss or damage arising by reason of enforcement of environmental protection legislation
- . the existence of radon gas on or under the Land.

All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the Policy carefully

5. Limitations of the Policy

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

6. Cancellation Terms

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

7. Term of the Policy

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

8. Claims

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

9. Queries

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

10. Complaints

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote policy reference SRIP/05/07.

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

11. Compensation

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

12. Price

The policy is provided at no cost to the Insured by Property Search Group as part of its service.

Terms and Conditions

 <p>PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.</p>	<p>PSG Franchising Ltd (T/A The Property Search Group (PSG)) Wellington Mills 70 Plover Road Huddersfield HD3 3HR Tel: 01484 773266 Fax: 01484 489799 Email: customerservices@propertysearchgroup.co.uk Website: www.TheHIPAlliance.com</p>
	<p>Registered in England and Wales registration number: 3674092 VAT Registered Number: 721 3017 86. Registered Office: 133 Ebury Street London SW1W 9QU</p>

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our financial charges for providing the services, which will be notified to you when you submit your order.

"Confirmation of Order" means the point at which the agreement becomes binding on both parties when we confirm acceptance of your Order whether by written, facsimile or electronic means whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the Services, which you place by completing the Order Form and sending it to us by electronic means.

"Order Form" means our Order Form published on this website

"Property" means the property address of location, the building(s) land, and all chattels of which you require a Report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the Order Form whether originated from PSG Franchising Ltd, its franchisees or associated trading partners, or whether it is a Third Party Report.

"Required Information" means all information required to submit the Order Form to us which shall enable us to provide the Services to you.

"Third Party Report" means any report or document that we procure from a third party on your behalf for the purpose of providing the Services.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/we/our" mean PSG Franchising Ltd or one of our franchised offices, together The Property Search Group or PSG.

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide the Services either on their own behalf or as an agent of another person.

1.2 Headings used in these conditions are for convenience only and shall not affect the interpretation of the main provisions.

2. Your Privacy and Security

2.1 Your personal details are held on a secure database and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless you (or your agent) specifically authorise PSG to do so during the ordering process.

2.2 Your Order will be retained by us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Confirmation of Order.

3. The Services

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

3.2 Each Order if accepted by us will constitute a separate and severable contract.

3.3 We will use our reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes available after the date of publication.

3.4 The Order Form will not be accepted by us unless you have confirmed that you have read and agree to be bound by these terms and conditions.

3.5 Upon receiving and accepting your Order we shall provide a Confirmation of Order. Once this is issued we shall commence work on your order. If the Order is submitted online, by post or via telephone the Confirmation of Order shall be communicated in a durable medium.

3.6 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the date of Order. By accepting these conditions you agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

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

4 Charges

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

4.2 Unless indicated otherwise the Charges also include all delivery and communication costs

4.3 You shall be liable for payment for the Services at the rates notified to you prior to the Order, unless otherwise advised before the Confirmation of Order, or before the commencement of performance of the Services. All other invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge outstanding sums at 1.75% monthly and to recover costs associated with the same.

5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. By submitting the Order Form you warrant that the information supplied by you is complete, correct and up to date, and that we may proceed to provide the Services that you have ordered.

5.2 You will notify us immediately you become aware of any inaccuracy contained within the Order whether supplied by you or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.

5.3 If ordering online you will provide an electronic mailing address. If ordering by other means or if you are not capable of communicating by email you shall communicate by first class post or facsimile machine. In all communications you will provide a return address. In providing this address you agree that communications between us and you will be through these means and that you will retain all communications relating to the Agreement for a period of no less than three months.

5.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of these conditions, then these conditions will prevail.

6. Cancellation

6.1 If your order is submitted online, by post or via telephone we shall communicate our confirmation to you through a durable medium. Once we have confirmed your Order and work has begun to provide the Services you will have no right to cancel the Order. Any monies paid shall not be recoverable once provision of the Services has commenced.

6.2 If your Order is submitted in any other acceptable manner and you wish to cancel or re-schedule an Order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) Regulations 2000 as amended and the Electronic Commerce (EC Directive) Regulations 2002.

7 Intellectual Property Rights

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

7.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client or other third party. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

8 Limitation of Liability

8.1 We cannot accept any liability for any error in a Report, which is derived from any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate.

8.2 Access to some information is not freely available when conducting a personal search of records and data. We will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email.

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

8.4 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery for whatever reason.

8.5 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of the likelihood of such loss occurring

8.6 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will only be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording, compiling, or interpreting the local authority records not exceeding £10,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.

8.7 In the event that the Search Report is used as part of a Home Information Pack, We acknowledge the further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether or not such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance runoff cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

9. Force Majeure

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

10. Assignment

10.1 You may not assign charge or transfer any of your obligations under the Conditions without our prior written consent.

10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

11. General

11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall remain in full force and effect.

11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

11.5 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

11.6 These Conditions will be governed exclusively by the law of England and Wales. You and we agree to submit exclusively to the jurisdiction of the English and Welsh courts.

11.7 You and we agree that no third party will be afforded any rights under these Conditions to gain access to the data of either party to this agreement unless permission is granted by the parties already involved.

COMPLAINTS PROCEDURE - INFORMATION FOR CUSTOMERS

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

. Acknowledge your complaint within five working days of receipt.

. Try and resolve your complaint fully within four weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer and you will receive a response at the very latest within eight weeks.

. Liaise with counselling organisations acting on your behalf, if you ask us to.

. Send you a final decision on the complaint in writing.

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

Complaints should be sent to the Codes Compliance Officer of the PSG Office shown at bottom left on page 1 of your Search.

In the event your complaint cannot be resolved by PSG, it may be referred to the Independent Property Codes Adjudication Scheme (IPCAS), who can be contacted at: IDRS Ltd 24 Angel Gate City Road London EC1V 2PT Phone: 020 7520 3800 Fax: 020 7520 3829 E-mail: info@idrs.ltd.uk

PR Legal Services

Suite 2, Berman House
Rumer Hill Business Estate
Rumer Hill Road
Cannock
WS11 0ET

Order Date: **Tuesday, September 23, 2008**
Order No: **20027411**
Customer Ref: **H212 - 100059**

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

**104 BRACEBY AVENUE BIRMINGHAM
B13 0UT**

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

Question 1

Interpretation of Drainage and Water Enquiry.

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

Question 2

Enquiries and Responses.

The Search Report on the above property was completed on 24 Sep, 2008 by Rebecca Whitt, 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

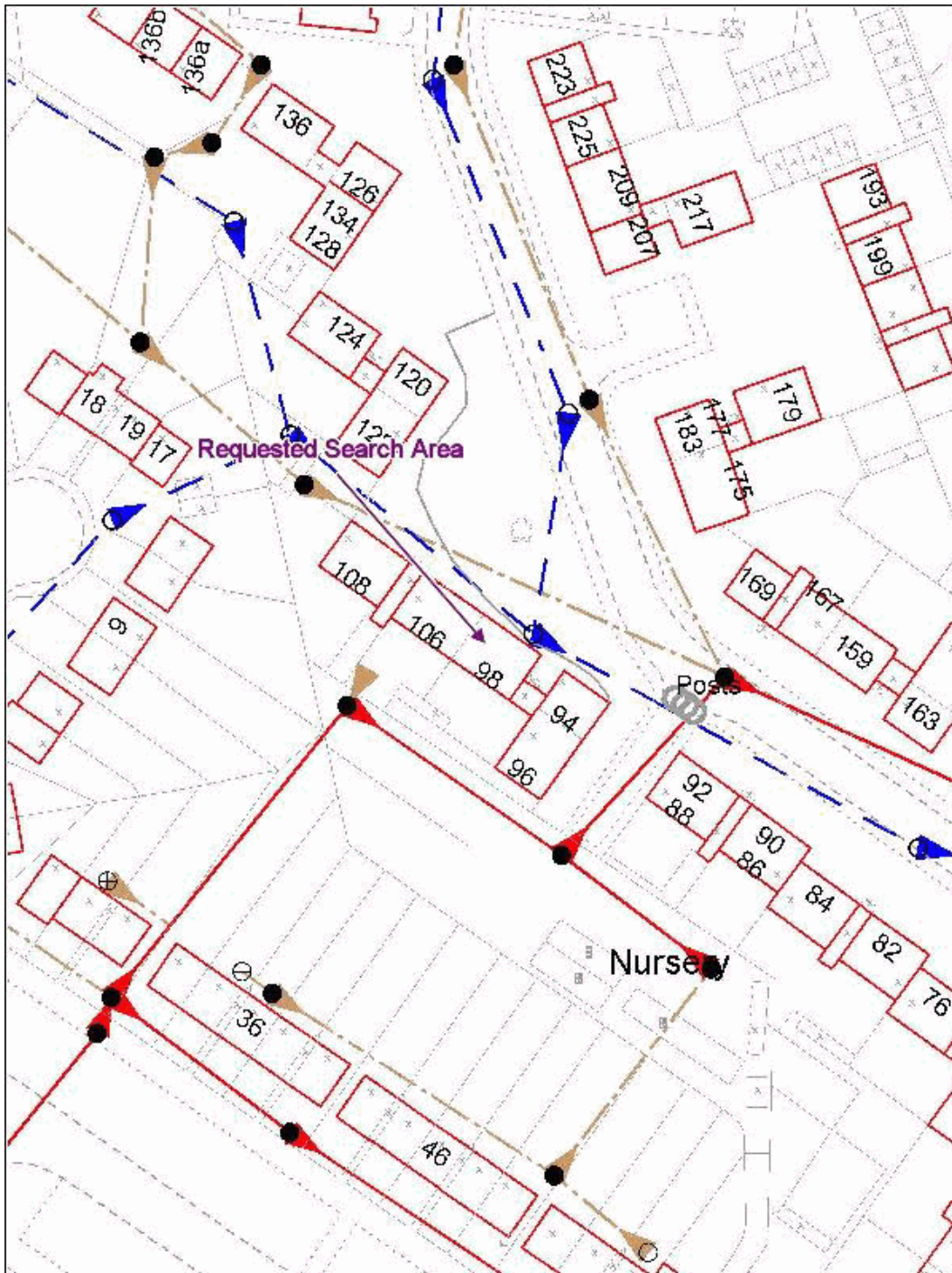
**Severn Trent Searches
DX 723860
Nottingham 43**

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.

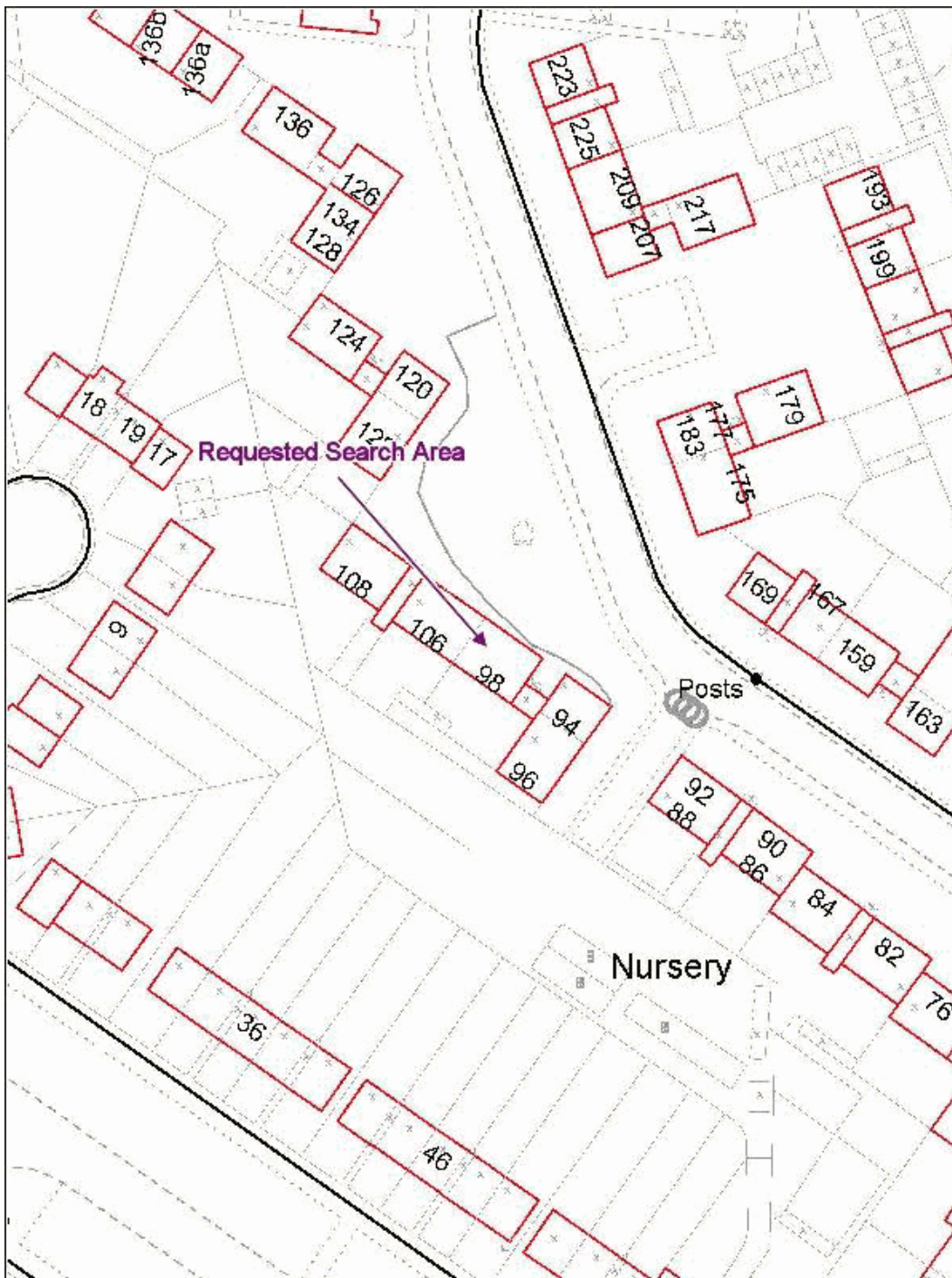
The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the HIPS Report and do not imply that the property 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
3	Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4	Does foul water from the property drain to a public sewer?	Yes ✓
5	Does surface water from the property drain to a public sewer?	Yes ✓
6	Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No ✓
7	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Yes ?
8	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes ✓
9	Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No ✓
10	Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided ✓
11	Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No ✓
12	Who are the Sewerage and Water Undertakers for the area?	See Answer ✓
13	Is the property connected to mains water supply?	Yes ✓
14	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No ✓
15	What is the current basis for charging for sewerage and water services at the property?	Unmeasured ✓
16	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No ✓
17	Is a surface water drainage charge payable?	Yes ✓
18	Please include details of the location of any water meter serving the property.	N/A ✓
19	Who bills the property for sewerage services?	See Details ✓
20	Who bills the property for water services?	See Details ✓
21	Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No ✓
22	Is the property at risk of receiving low water pressure or flow?	No ✓
23	Please include details of a water quality analysis made by the Water Undertaker for the water supply zone in respect of the most recent calendar year.	Pass ✓
24	Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or for Wales please include details of any departures, authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.	N/A ✓
25	Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Details ✓



<table border="0"> <tr> <td>✕ Abandoned Gravity Sewer</td> <td>● Blind Shaft</td> <td>★ Sewer Blockage</td> </tr> <tr> <td>— Private Combined Gravity Sewer</td> <td>● Combined Use Manhole</td> <td>⬇ Sewer Chemical Injection Point</td> </tr> <tr> <td>— Private Foul Gravity Sewer</td> <td>Ⓜ Disposal Site</td> <td>⬆ Sewer Collapse</td> </tr> <tr> <td>— Private Surface Water Gravity Sewer</td> <td>Ⓜ Flushing Chamber</td> <td>— Sewer Junction</td> </tr> <tr> <td>— Public Combined Water Gravity Sewer</td> <td>● Foul Use Manhole</td> <td>◆ Sewerage Air Valve</td> </tr> <tr> <td>— Public Foul Gravity Sewer</td> <td>○ Grease Trap</td> <td>□ Sewerage Hatch Box Point</td> </tr> <tr> <td>— Public Surface Water Gravity Sewer</td> <td>— Head Node</td> <td>⊕ Sewerage Isolation Valve</td> </tr> <tr> <td>— Trunk Combined Gravity Sewer</td> <td>— Hydrobrake</td> <td>— Soakaway</td> </tr> <tr> <td>— Trunk Foul Use Gravity Sewer</td> <td>Ⓜ Lamphole</td> <td>Ⓜ Surface Water Manhole</td> </tr> <tr> <td>— Trunk Surface Water Gravity Sewer</td> <td>— Outfall</td> <td>— Vent Column</td> </tr> <tr> <td>— Abandoned Pressurised Sewer</td> <td>— Overflow</td> <td>— Waste Water Storage</td> </tr> <tr> <td>— Combined Use Pressurised Sewer</td> <td>— Penstock</td> <td>— Culverted Watercourse</td> </tr> <tr> <td>— Foul Use Pressurised Sewer</td> <td>Ⓜ Petrol Interceptor</td> <td>— Access Right</td> </tr> <tr> <td>— Surface Water Pressurised Sewer</td> <td>Ⓜ Sewer Treatment Works</td> <td>▲ Sewer Pumping Facility</td> </tr> <tr> <td>— Highway Drain</td> <td></td> <td>Ⓜ Sewer Facility Connection (Sewer Pumping Facility Inlet/Outlet Sewer Treatment Works Inlet/Outlet)</td> </tr> </table> <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>	✕ Abandoned Gravity Sewer	● Blind Shaft	★ Sewer Blockage	— Private Combined Gravity Sewer	● Combined Use Manhole	⬇ Sewer Chemical Injection Point	— Private Foul Gravity Sewer	Ⓜ Disposal Site	⬆ Sewer Collapse	— Private Surface Water Gravity Sewer	Ⓜ Flushing Chamber	— Sewer Junction	— Public Combined Water Gravity Sewer	● Foul Use Manhole	◆ Sewerage Air Valve	— Public Foul Gravity Sewer	○ Grease Trap	□ Sewerage Hatch Box Point	— Public Surface Water Gravity Sewer	— Head Node	⊕ Sewerage Isolation Valve	— Trunk Combined Gravity Sewer	— Hydrobrake	— Soakaway	— Trunk Foul Use Gravity Sewer	Ⓜ Lamphole	Ⓜ Surface Water Manhole	— Trunk Surface Water Gravity Sewer	— Outfall	— Vent Column	— Abandoned Pressurised Sewer	— Overflow	— Waste Water Storage	— Combined Use Pressurised Sewer	— Penstock	— Culverted Watercourse	— Foul Use Pressurised Sewer	Ⓜ Petrol Interceptor	— Access Right	— Surface Water Pressurised Sewer	Ⓜ Sewer Treatment Works	▲ Sewer Pumping Facility	— Highway Drain		Ⓜ Sewer Facility Connection (Sewer Pumping Facility Inlet/Outlet Sewer Treatment Works Inlet/Outlet)	<p>SEWER RECORD</p> <p>Sewern Trent Water</p> <p>Sewern Trent Water Limited Waterworks Road Edgbaston Birmingham B16 9DD Telephone: 0121 452 3306</p>	<p>Date of Issue: 09/24/2008</p> <p>104 BRACEBY AVENUE BIRMINGHAM B13 OUT</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>
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— Public Surface Water Gravity Sewer	— Head Node	⊕ Sewerage Isolation Valve																																													
— Trunk Combined Gravity Sewer	— Hydrobrake	— Soakaway																																													
— Trunk Foul Use Gravity Sewer	Ⓜ Lamphole	Ⓜ Surface Water Manhole																																													
— Trunk Surface Water Gravity Sewer	— Outfall	— Vent Column																																													
— Abandoned Pressurised Sewer	— Overflow	— Waste Water Storage																																													
— Combined Use Pressurised Sewer	— Penstock	— Culverted Watercourse																																													
— Foul Use Pressurised Sewer	Ⓜ Petrol Interceptor	— Access Right																																													
— Surface Water Pressurised Sewer	Ⓜ Sewer Treatment Works	▲ Sewer Pumping Facility																																													
— Highway Drain		Ⓜ Sewer Facility Connection (Sewer Pumping Facility Inlet/Outlet Sewer Treatment Works Inlet/Outlet)																																													



<p>WATER RECORD</p> <p>Severn Trent Water</p> <p>Severn Trent Water Limited Waterworks Road Edgbaston Birmingham B16 9DD Telephone: 0121 452 3306</p>			<p>Date of Issue: 09/24/2008</p> <p>104 BRACEBY AVENUE BIRMINGHAM B13 OUT</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.

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

Question 4

Q4

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

Answer 1



Yes

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

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

Question 5

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 1

The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within or close to the boundaries of the property.


Yes

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.

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.

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

Question 10

Q10

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

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.

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

Question 11

Q11

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

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.

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

Question 12

Q12

Who are the Sewerage and Water Undertakers for the area?

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>

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 £208.00 and the charge for the current financial year is £320.67.



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.

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

Question 17

Q17

Is a surface water drainage charge payable?

Answer 1



Yes

Records confirm that a surface water drainage charge is payable for the property of £58.82 for the current financial year.

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

Question 18

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>

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.

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

Question 24

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

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

Appendix 1

Terms and Expressions

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

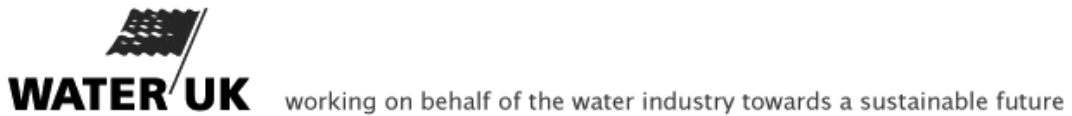
person other than the Water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the Undertaker or supplier, as distinct from for the purpose of providing a supply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



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Authorised Documents



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intentionally blank

This Home Information Pack was compiled by:



THE NATION'S LOCAL HIP AUTHORITY

In the event of any queries please contact:

Rakesh Kotecha, PSG Birmingham

Tel: 01543 573 189 Fax: 01543 577 801

Or email: rakeshkotecha@propertysearchgroup.co.uk

Important Information

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

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

The Code's main commitments

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

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

Keeping to the HIP Code

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

Contact Details

For further information on The Property Codes Compliance Board or to get a copy of the full HIP code contact:

Property Codes Compliance Board
212 Piccadilly
London
W1J 9HG

Tel: 020 7917 1817
Email: info@propertycodes.org.uk

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



HIPcode

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



THE NATION'S LOCAL HIP AUTHORITY

www.TheHIPAlliance.com