



HOME INFORMATION PACK

Created on: 21st August 2009
Property Address: 50 Albery Way New Waltham GRIMSBY N E
LINCOLNSHIRE DN36 4WF
SCJ/W07925-1-4

Home Information Pack Index

Property Address: 50 Albery Way New Waltham GRIMSBY N E LINCOLNSHIRE DN36 4WF

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 a 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 the 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 3.

| Column 1 Home Information Pack | Column 2 Included <input type="checkbox"/> with date and any further information | Column 3 If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason why further delay and further date by which the document is expected. |
|---|--|--|
| 1. Index | <input checked="" type="checkbox"/> 26th August 2009 | |
| 2. Property Information Questionnaire | X20th August 2009 | |
| 3a. Energy Performance Certificate and Recommendation Report - Or: | x 26th August 2009 | |
| 3b. Predicted Energy Assessment | <input type="checkbox"/> | |
| 4. Sale Statement | X 21 st August 2009 | |
| Title Information | | |
| 5. Official copy of the individual register (for registered properties only) | X 21 st August 2009 | |
| 6. Official copy of the title plan (for registered properties only) | X 21 st August 2009 | |
| 7. Certificate of official search of the index map (for unregistered properties only) | <input type="checkbox"/> | |
| 8. Documents provided by seller to prove title (for unregistered properties only) | <input type="checkbox"/> | |
| 9. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession | <input type="checkbox"/> | |

| Column 1 Home Information Pack | Column 2 Included <input checked="" type="checkbox"/> with date and any further information | Column 3 If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason why further delay and further date by which the document is expected. |
|-----------------------------------|---|--|
| Search Reports | | |
| 10. Local Land Charges | <input type="checkbox"/> | |
| 11. Local Enquiries | X 26th August 2009 | |
| 12. Water and drainage enquiries | X 26th August 2009 | |

PART 2 - Commonhold properties - Required Documents

| Column 1 Home Information Pack | Column 2 Included <input type="checkbox"/> with date and any further information | Column 3 If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason why 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 | Column 2 Included <input checked="" type="checkbox"/> with date and any further information | Column 3 If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason why further delay and further date by which the document is expected. |
|---|---|---|
| 5. Requests for payment towards reserve fund for 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 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 unit-holder in the first 12 months | <input type="checkbox"/> | |

PART 3 - Leasehold properties - Required Documents

| Column 1 Home Information Pack | Column 2 Included <input checked="" type="checkbox"/> with date and any further information | Column 3 If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason why further delay and further date by which the document is expected. |
|---|---|--|
| 1. The Lease, being either: An "official" copy The original Lease or a true copy of it; or an edited information document | <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. Requests 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: The Lease; and/or Rules and Regulations | <input type="checkbox"/> | |

| Column 1 Home Information Pack | Column 2 Included <input checked="" type="checkbox"/> with date and any further information | Column 3 If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason why 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 expected during 12 months after completion (new properties) | <input type="checkbox"/> | |

PART 4 - Authorised Documents

| Please list any documents that have been included relevant to this property below: | |
|--|--|
| # Home Information Pack Document | <input checked="" type="checkbox"/> included with date and any further information |
| 1 | <input type="checkbox"/> |
| 2 | <input type="checkbox"/> |
| 3 | <input type="checkbox"/> |
| 4 | <input type="checkbox"/> |
| 5 | <input type="checkbox"/> |

Sale Statement

Insert address of property to be sold below and include postcode:
50 Albery Way New Waltham GRIMSBY N E LINCOLNSHIRE DN36 4WF

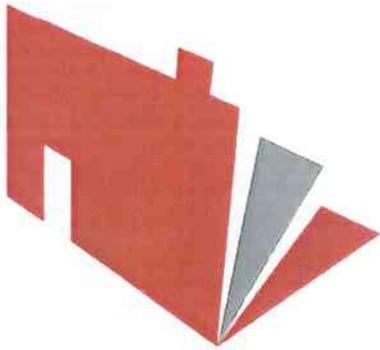
About this form:

- 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 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 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 the seller, but since a buyer and mortgage lender might rely on the information on 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 type="checkbox"/> Flat (inc. maisonette) or x House (inc. bungalow) |
| 2. If it is a flat, what type of building is it in? | <input 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): | x Freehold <input type="checkbox"/> Commonhold <input type="checkbox"/> Leasehold starting (or likely to start) from and with years left on the Lease |
| 4. The title to the interest in the property being sold is: | x 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 | Robert WATSON and Carolyn WATSON |
| 6. The capacity of the seller | X 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: | X 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 follows: |



HOME INFORMATION PACK

Property Information Questionnaire

Bridge McFarland
SOLICITORS
19 SOUTH ST. MARY'S GATE
GRIMSBY DN31 1JE TEL. 01472 311711

Property Information Questionnaire

Part 1

About this form

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

If you are the seller, you should be aware that -

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

If you are an estate agent, you should be aware that -

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

If you are the buyer, you should be aware that -

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

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

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

ALL PROPERTIES

| | |
|--|---|
| a. The postal address or proposed address | 50 ALBERTS WAY, GRIMSBY DN36 4WF |
| b. The name of the seller | MR & MRS WATSON |
| c. The date the PIQ was completed | 20/8/09. |
| 1. When was the property purchased? | [SEP] month [2001] year |
| 2. Is your property a listed building or contained in a listed building? | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/> |

| | |
|--|--|
| <p>3. What council tax band is the property in?</p> <p>[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]</p> | <p>A B C D E F G H</p> <p>Band: [please select]</p> <p style="text-align: right;">D</p> |
|--|--|

| | |
|--|---|
| <p>4. What parking arrangements exist or are planned for the property?</p> | <p>Garage <input checked="" type="checkbox"/></p> <p>Allocated parking space <input type="checkbox"/></p> <p>Driveway <input type="checkbox"/></p> <p>On street <input type="checkbox"/></p> <p>Resident permit <input type="checkbox"/></p> <p>Metered parking <input type="checkbox"/></p> <p>Shared parking <input type="checkbox"/></p> <p>Specify other:</p> |
|--|---|

Other matters affecting the property

| | |
|---|--|
| <p>5. Has there been any damage to the property as a result of storm or fire since you have owned it?</p> <p>5a. If "yes", please give details.</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> |
|---|--|

| | |
|--|---|
| <p>6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?</p> <p>6a. If "yes", please state whether any of these claims are outstanding.</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> |
|--|---|

| | |
|---|---|
| <p>7. Are you aware of any flooding at your property since you have owned it or before?</p> <p>7a. If "yes", please give details.</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> |
|---|---|

| | |
|--|--|
| <p>8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects.flood)?</p> <p>8a. If "yes", please give details.</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> |
|--|--|

| | |
|--|---|
| <p>8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.</p> | |
| <p>9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?</p> <p>9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.</p> | <p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> |
| Utilities and Services | |
| <p>10. Is there central heating in your property?</p> <p>10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).</p> | <p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> <p style="text-align: center; font-family: cursive;">GAS FIRED</p> |
| <p>11. When was your central heating or other primary heating system last serviced?</p> | <p>Last serviced 2008 [year] a report [please select] available</p> <p>Not serviced <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> |
| <p>12. When was the electrical wiring in your property last checked?</p> | <p>Last serviced 2001 [year] a report [please select] available</p> <p>Not checked <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p> |

13. Please indicate which services are or will be connected to the property:

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

Changes to the property

14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?

Yes

No

Don't know

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

CONSERVATORY

14b. Was building regulation approval obtained?

Yes

No

NOT REQ

Don't know

14c. Was planning permission obtained?

Yes

No

NOT REQ.

Don't know

14d. Was listed building consent obtained?

Yes

No

Don't know

If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").

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

Access

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

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

Leasehold properties

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

PART 2: LEASEHOLD PROPERTIES

Only complete this part if the property is a leasehold property.

If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.

Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

Additional information for leasehold properties

| | |
|---|--|
| <p>19. What is the name of the person or organisation to whom you pay -</p> <p>19a. ground rent; and</p> <p>19b. service charges (if different from (a) above)?</p> | |
|---|--|

| | |
|--|--|
| 20. How many years does your lease have left to run? | |
| 21. How much is your current annual ground rent? | |
| 22. How much is your current annual service charge? | |
| 23. How much is your current annual buildings insurance premium (if not included in the annual service charges)? | |
| 24. Are you aware of any proposed or ongoing major works to this property? 24a. If "yes" what type of works are they and what is the expected cost relating to this property (if known)? | Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> |
| 25. Does the lease prevent you from - 25a. Subletting? 25b. Keeping pets? | Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> |
| 26. Does the lease allow you to - 26a. Use a car park or space? 26b. Have access to a communal garden (where applicable)? | Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> |
| 27. Leases often permit or prevent certain types of activity relating to the use of a property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property? 22a. If "yes", please specify. | Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> |

Explanatory Notes to Numbered Items

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company - you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.
20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.
21. This information will be found in the lease.
22. This information will be found on the previous year's service charge demands.
24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

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

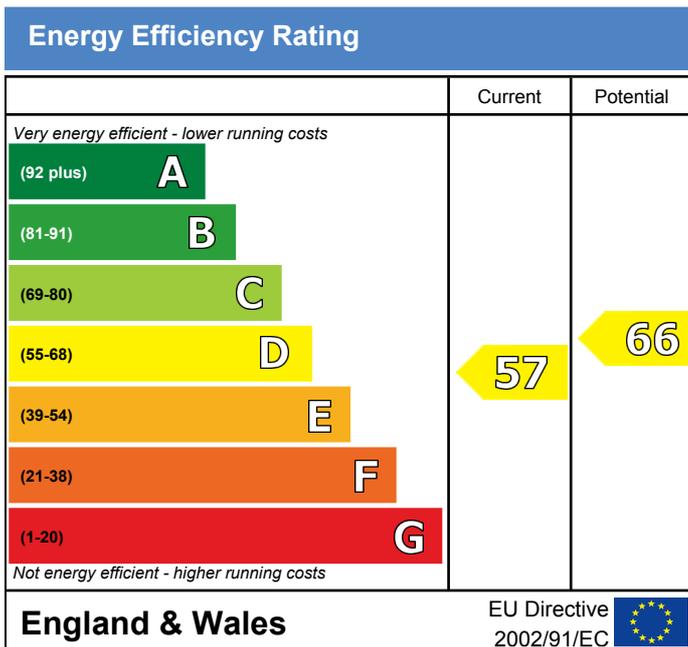
Energy Performance Certificate



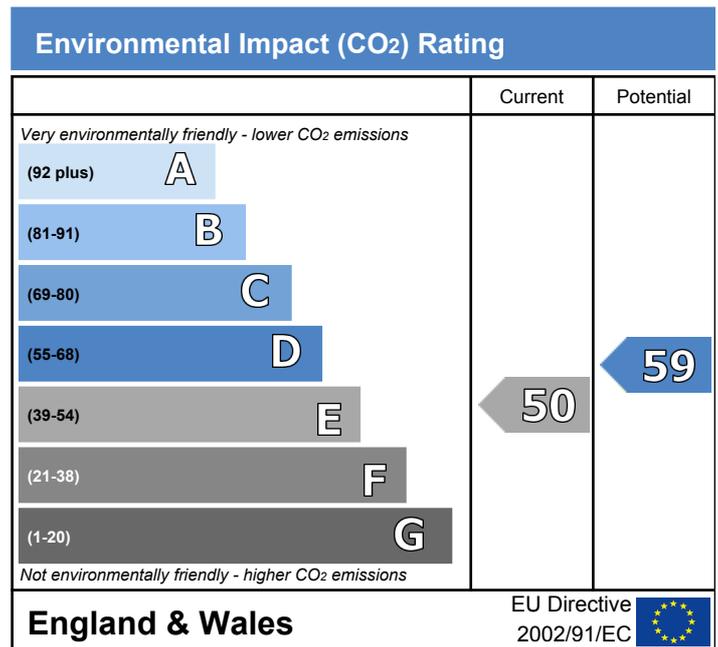
50, Albery Way,
New Waltham,
GRIMSBY,
DN36 4WF

Dwelling type: Detached house
Date of assessment: 25 August 2009
Date of certificate: 25 August 2009
Reference number: 8203-6656-6620-6526-2813
Total floor area: 124 m²

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



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



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

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

| | Current | Potential |
|--------------------------|---------------------------------|---------------------------------|
| Energy use | 309 kWh/m ² per year | 247 kWh/m ² per year |
| Carbon dioxide emissions | 6.4 tonnes per year | 5.1 tonnes per year |
| Lighting | £87 per year | £62 per year |
| Heating | £892 per year | £740 per year |
| Hot water | £167 per year | £134 per year |

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

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



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

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

Certification mark

About this document

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

Assessor's accreditation number: EES/006217
Assessor's name: Miss Fiona Hodgkiss
Company name/trading name: Bettles, Miles & Holland Estate Agents
Address: 15 Seaview Street, North East Lincolnshire, Cleethorpes, DN35 8EU
Phone number: 01472 698698
Fax number: 01472 697 686
E-mail address: bmhestates@aol.com
Related party disclosure:

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

50, Albery Way,
New Waltham,
GRIMSBY, DN36 4WF

Date of certificate: 25 August 2009
Reference number: 8203-6656-6620-6526-2813

Summary of this home's energy performance related features

The following is an assessment of the key individual elements that have an impact on this home's performance rating. Each element is assessed against the following scale: Very poor / Poor / Average / Good / Very good.

| Elements | Description | Current performance | |
|--|---|---------------------|---------------|
| | | Energy Efficiency | Environmental |
| Walls | Cavity wall, as built, insulated (assumed) | Good | Good |
| Roof | Pitched, 150 mm loft insulation | Good | Good |
| Floor | Suspended, no insulation (assumed) | - | - |
| Windows | Fully double glazed | Average | Average |
| Main heating | Boiler and radiators, mains gas | Good | Good |
| Main heating controls | Programmer and room thermostat | Poor | Poor |
| Secondary heating | Room heaters, mains gas | - | - |
| Hot water | From main system | Good | Good |
| Lighting | Low energy lighting in 60% of fixed outlets | Good | Good |
| Current energy efficiency rating | | D 57 | |
| Current environmental impact (CO ₂) rating | | E 50 | |

Low and zero carbon energy sources

None

Recommendations

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

| Lower cost measures (up to £500) | Typical savings per year | Performance ratings after improvement | |
|---|-----------------------------|---------------------------------------|----------------------|
| | | Energy efficiency | Environmental impact |
| 1 Low energy lighting for all fixed outlets | £19 | D 58 | E 50 |
| 2 Upgrade heating controls | £34 | D 59 | E 52 |
| Sub-total | £53 | | |
| Higher cost measures (over £500) | | | |
| 3 Replace boiler with Band A condensing boiler | £156 | D 66 | D 59 |
| Total | £209 | | |
| Potential energy efficiency rating | | D 66 | |
| Potential environmental impact (CO₂) rating | | | D 59 |

Further measures to achieve even higher standards

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

| | | | |
|--|------|-------------|-------------|
| 4 Solar water heating | £26 | D 67 | D 61 |
| 5 Solar photovoltaic panels, 2.5 kWp | £167 | C 75 | D 68 |
| Enhanced energy efficiency rating | | C 75 | |
| Enhanced environmental impact (CO₂) rating | | | D 68 |

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO₂) emissions.

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

2 Heating controls (thermostatic radiator valves)

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

Higher cost measures (typically over £500 each)

3 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

About the further measures to achieve even higher standards

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

4 Solar water heating

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

5 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance.

What can I do today?

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

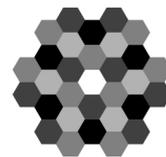
- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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

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 HS296247

Edition date 11.09.2008

- This official copy shows the entries on the register of title on 21 Aug 2009 at 13:32:07.
- 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 21 Aug 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Kingston upon Hull Office.

A: Property Register

This register describes the land and estate comprised in the title.

NORTH EAST LINCOLNSHIRE

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 50 Albery Way, New Waltham (DN36 4WF).
- 2 (06.09.2001) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 30 August 2001 referred to in the Charges Register.
- 3 (06.09.2001) The Transfer dated 30 August 2001 referred to in the Charges Register contains provisions as to light or air and boundary structures.

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 (06.09.2001) PROPRIETOR: ROBERT WATSON and CAROLYN WATSON of 50 Albery Way, New Waltham, Grimsby, North East Lincolnshire DN36 4WF.
- 2 (06.09.2001) The price stated to have been paid on 30 August 2001 was £104,950.

C: Charges Register

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

- 1 (17.07.1997) A Transfer of land lying to the south east of the land in this title dated 30 June 1997 made between (1) Chartdale Homes Limited (Seller) and (2) Wilcon Homes Northern Limited (Buyer) contains covenants

C: Charges Register continued

by the Vendor details of which are set out in the schedule of restrictive covenants hereto.

- 2 (17.07.1997) A Transfer of land lying to the south east of the land tinted blue on the filed plan dated 30 June 1997 made between (1) Chartdale Homes Limited (Vendor) and (2) Land Developers (Lincs) Limited (Purchaser) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 3 A Transfer of land lying to the south east of the land tinted pink on the filed plan dated 30 June 1997 made between (1) Barrie Nicholson Moore and Stuart Sherburn (Sellers) and (2) Chartdale Homes Limited (Buyer) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 4 A Transfer of land lying to the south east of the land tinted pink on the filed plan dated 16 November 1998 made between (1) Chartdale Homes Limited (Vendor) and (2) Land Developers (Lincs) Limited (Purchaser) contains covenants by the Vendor details of which are set out in the schedule of restrictive covenants hereto.
- 5 (06.09.2001) A Transfer of the land in this title dated 30 August 2001 made between (1) Chartdale Homes Limited and (2) Robert Watson and Carolyn Watson contains restrictive covenants.

NOTE: Original filed.

- 6 (11.09.2008) REGISTERED CHARGE dated 1 September 2008.
- 7 (11.09.2008) Proprietor: BANK OF SCOTLAND PLC (Scot. Co. Regn. No. SC327000) of Halifax Division, 1 Lovell Park Road, Leeds LS1 1NS.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Transfer dated 30 June 1997 made between (1) Chartdale Homes Limited and (2) Wilcon Homes Northern Limited referred to in the Charges Register:-

"5. The Seller's Restrictive Covenants

The Seller covenants with the Buyer to observe and perform the Seller's Restrictive Covenants with the intention that:-

5.1 the burden of this covenant runs with and binds the Retained Land.

5.2 the benefit of this covenant is annexed to and runs with the Property.

but not so as to render the Seller personally liable for any breach or omission which may occur after it shall have parted with all interest in the Retained Land.

SCHEDULE 5

(The Seller's Restrictive Covenants)

1. Not to develop the Retained Land other than for residential purposes and amenities connected therewith or ancillary thereto and/or in accordance with planning permission therefor

2. Not to permit upon the Retained Land any act or thing which shall or may be or become or grow to be a public or private nuisance or damage annoyance grievance or inconvenience to the Buyer or any occupier of any adjoining or neighbouring land or buildings Provided That the Development of the Retained Land for residential purposes and/or in accordance with planning permission therefor shall not be a breach of this covenant.

3. Not to deposit any spoil or other materials on the Property.

4. Not to occupy or allow to be occupied more than 58 dwelling units on the Retained Land until the completion of Peakes Parkway (as referred to in the Section 106 Agreement) and not to dispose of any part of the Retained Land without imposing a similar covenant to this effect on the disponee.

Schedule of restrictive covenants continued

5. Not to erect more than 198 dwelling units on the Retained Land Provided that if the overall number of dwellings permitted to be built is increased for both the Property and the Retained Land then such increase shall be apportioned on a pro rata basis.

6. Not to do or cause or permit or omit to be done on the Retained Land or any part or parts thereof any act or deed which might inhibit prevent delay or render more expensive the development or occupation of the Property or the adoption as publicly maintainable by the Relevant Authority of the estate roads sewers and drainage systems constructed or to be constructed in on or under the Property.

7. Not to do or cause or permit to be done on the Retained Land anything calculated or likely to cause damage or injury to the Sewers or prevent hinder or obstruct access thereto and to take all reasonable precautions to prevent such damage or injury and not to do anything on the Retained Land which might preclude or inhibit the Sewers from being adopted by the Relevant Authority.

8. Not to make nor cause or permit to be made any alteration to or any deposit of anything upon any part of a strip of land six metres wide with the Sewers at its centre so as to interfere with the Sewers or obstruct the access thereto or so as to lessen or in any way interfere with the support afforded to the Sewers by the surrounding soil (including minerals) or so as materially to reduce or increase the depth of the soil above the Sewers.

9. Not to erect or install or permit to be erected or installed any building wall or structure or permanent apparatus of any type whatsoever on or in the said strip of land nor plant or suffer or permit to be planted thereon any tree or shrub nor shall access to the Sewers on foot and with any necessary vehicles plant and equipment be obstructed."

NOTE: The Retained Land referred to includes the land in this title The Property referred to lies to the south east of the land in this title.

2 The following are details of the covenants contained in the Transfer dated 30 June 1997 made between (1) Chartdale Homes Limited and (2) Land Developers (Lincs) Limited referred to in the Charges Register:-

"6. The Vendor's Restrictive Covenants

The Vendor covenants with the Purchaser so as to bind the Vendor's Retained Land and for the benefit of the Property or any part thereof that it and its successors in title will observe and perform the Vendor's Restrictive Covenants but not so as to render the Vendor liable for any breach or omission which may occur after it shall have parted with all interest in the Vendor's Retained Land.

THE FIFTH SCHEDULE

The Vendor's Restrictive Covenants

(1) Not to transfer lease or otherwise dispose of any part of the Vendor's Retained land (other than any transfer lease or other disposition of the site of an individual dwellinghouse electricity sub-station gas governor-station and areas of public open space) without prior thereto procuring that the transferee lessee or other disposee (as the case may be) enters into a direct covenant with the Purchaser in accordance with clause 8.4 hereof and to deliver the original of such covenant to the Purchaser or its solicitors within seven days of the relevant transfer lease or other disposition.

(2) Not to develop the Vendor's Retained Land other than for housing purposes or amenities connected therewith and in accordance with the Section 106 Agreement and the Planning Permission.

(3) Not to erect and occupy more than 29 units on the Vendor's Retained Land edged blue on the Plan until completion of the Peakes Parkway in accordance with the Section 106 Agreement provided that if the overall number is increased for both the Property and the Vendor's Retained Land edged blue on the Plan then such increase should be a maximum on a pro

Schedule of restrictive covenants continued

rata basis.

(4) Not to develop the Vendor's Retained Land edged blue on the Plan otherwise than in accordance with plans sections and detailed drawings previously approved by the Purchaser showing the road network and the drainage layout (such approval not to be unreasonably withheld or delayed).

(5) Not to permit upon the Vendor's Retained Land any act or thing which shall or may be or become or grow to be a public or private nuisance or damage annoyance grievance or inconvenience to the Purchaser or any occupier of any adjoining neighbouring or other land or buildings which may lessen the value of such land or buildings.

(6) Not (without the written consent of the Local Highway Authority) to use any part of the Vendor's Retained Land which forms part of a highway visibility splay for any purpose other than as a lawn and in particular not to allow any structure or thing to be placed or remain thereon and (if required by the Local Highway Authority) to dedicate such highway visibility splay or any grass verge or any landscaping area forming part of the Vendor's Retained Land to the use of the public free of expense.

(7) Not to permit grant or allow any person firm or company (other than the Purchaser and all other persons entitled thereto and authorised by the Purchaser in accordance with the Granted Rights) to tie into connect with and use the estate roads or the drains and sewers of the Service Media now or hereafter constructed or laid in on over or under the Vendors Retained Land.

(8) Not to deposit any spoil or other materials on the Property.

1. Definitions

In this Transfer 1.13 "the Planning Permission" means planning permission granted pursuant to the planning application for the development of the Property and the Vendor's Retained Land already submitted or to be submitted by the Vendor and agreed by the Purchaser (such approval not be unreasonably withheld) pursuant to the outline planning permission granted.

.....
1.15 "the Section 106 Agreement" means the Section 106 Agreement dated 12 November 1991 and made between Cleethorpes Borough Council (1) David Lister Peter William Gladwin Barrie Nicholson Moore and Rosalind Parkinson Jackson (2)."

NOTE: The Retained Land referred to includes the land tinted blue on the filed plan. The Property referred to lies to the south east of the land tinted blue on the filed plan.

3 The following are details of the covenants contained in the Transfer dated 30 June 1997 made between (1) Barrie Nicholson Moore and Stuart Sherburn (Sellers) and (2) Chartdale Homes Limited (Buyer) referred to in the Charges Register:-

"The Seller's Restrictive Covenants

The Seller covenants with the Buyer to observe and perform the Seller's Restrictive Covenants with the intention that:-

5.1 the burden of this covenant runs with and binds the Retained Land

5.2 the benefit of this covenant is annexed to and runs with the Property

but not so as to render the Seller personally liable for any breach or omission which may occur after he shall have parted with all interest in the Retained Land...

SCHEDULE 4

(The Seller's Restrictive Covenants)

1. Not to do or cause or permit or omit to be done on the Retained Land

Schedule of restrictive covenants continued

or any part or parts thereof any act or deed which might inhibit prevent delay or render more expensive the development or occupation of the Property or the adoption as publicly maintainable by the Relevant Authority of the estate roads sewers and drainage systems constructed or to be constructed in on or under the Property

2. Not to do or cause or permit to be done on the Retained Land anything calculated or likely to cause damage or injury to the Sewers or prevent hinder or obstruct access thereto and to take all reasonable precautions to prevent such damage or injury and not to do anything on the Retained Land which might preclude or inhibit the Sewers from being adopted by the Relevant Authority

3. Not to make nor cause or permit to be made any alteration to or any deposit of anything upon any part of a strip of land six metres wide with the Sewers at its centre so as to interfere with the Sewers or obstruct the access thereto or so as to lessen or in any way interfere with the support afforded to the Sewers by the surrounding soil (including minerals) or so as materially to reduce or increase the depth of the soil above the Sewers

4. Not to erect or install or permit to be erected or installed any building wall or structure or permanent apparatus of any type whatsoever on or in the said strip of land no plant or suffer or permit to be planted thereon any tree or shrub nor shall access to the Sewers on foot and with any necessary vehicles plant and equipment be obstructed"

NOTE: The land tinted pink on the filed plan forms part of the Retained Land referred to.

4 The following are details of the covenants contained in the Transfer dated 16 November 1998 referred to in the Charges Register:-

"The Vendor covenants with the Purchaser so as to bind the Vendor's Retained Land meaning in this clause 6 and the Fifth and Sixth Schedule only the land edged blue on Plan A and for the benefit of the Property or any part thereof that it and its successors in title will observe and perform the Vendor's Restrictive Covenants but not so as to render the Vendor liable for any breach or omission which may occur after it shall have parted with all interest in the Vendor's Retained Land.

THE FIFTH SCHEDULE

The Vendor's Restrictive Covenants

(2) Not to develop the Vendor's Retained Land other than for housing purposes or amenities connected therewith and in accordance with the Section 106 Agreement and the Planning Permission

(3) Not to erect more than 136 units on the Vendor's Retained Land and the land edged green on Plan A this being part of the total number authorised in the Section 106 Agreement provided that if the overall number is increased for both the Property and the Vendor's Retained Land and the land edged green on Plan A then such increase should be a maximum on a pro rata basis

(4) Not to develop the Vendor's Retained Land otherwise than in accordance with plans sections and detailed drawings previously approved by the Purchaser showing the road network and the drainage layout (such approval not to be unreasonably withheld or delayed)

(5) Not to permit upon the Vendor's Retained Land any act or thing which shall or may be or become or grow to be a public or private nuisance or damage annoyance grievance or inconvenience to the purchaser or any occupier of any adjoining neighbouring or other land or buildings which may lessen the value of such land or buildings

(6) Not (without the written consent of the Local Highway Authority) to use any part of the Vendor's Retained Land which forms part of a highway visibility splay for any purpose other than as a lawn and in particular not to allow any structure or thing to be placed or remain thereon and (if required by the Local Highway Authority) to dedicate such highway visibility splay or any grass verge or any landscaping area forming part

Schedule of restrictive covenants continued

of the Vendor's Retained Land to the use of the public free of expense

(7) Not to permit grant or allow any person firm or company (other than the Purchaser and all other persons entitled thereto and authorised by the Purchaser in accordance with the Granted Rights) to tie into connect with and use the estate roads or the drains and sewers or the Service Media now or hereafter within the perpetuity period constructed or laid in on over or under the Vendor's Retained Land

(8) Not to deposit any spoil or other materials on the Property

1. Definitions

In this transfer:

- 1.5 "the Vendor's Retained Land" means the land adjoining the Property shown edged brown on Plan A excluding the areas hatched black on the further plan annexed to this deed and marked "Plan B"
- 1.12 "Adoption Standard" means the construction of roads and footways together with all necessary highway drainage and sewers thereunder to such standard as may be required by the Highway and/or Drainage Undertaker and in accordance with the design guidance issued by the County or District Highway Authority for the construction of roads in urban areas for subsequent adoption and maintenance at the public expense and the construction thereunder of such storm and foul sewerage system as is necessary to provide storm and foul drainage for the dwellinghouses to be constructed in accordance with the requirements and standards of the Water Undertaker for the construction of drains and sewers for future adoption and maintenance at public expense
- 1.13 "the Planning Permission" means planning permission granted pursuant to the planning application for the development of the Property and the Vendor's Retained Land already submitted or to be submitted by the Vendor and agreed by the Purchaser (such approval not be unreasonably withheld) pursuant to the outline planning permission granted and references in this Transfer to "Planning Permission" in respect of the Property and the Vendor's Retained Land shall mean respectively approval of the reserved matters under the said outline planning permission obtained separately in respect of the Property and the Vendor's Retained Land
- 1.14 "the Service Media" means the provision of water gas electricity and telecommunications services
- 1.15 "the Section 106 Agreement" means the Section 106 Agreement dated 12th November 1991 and made between Cleethorpes Borough Council (1) David Lister Peter William Gladwin Barrie Nicholson Moore and Rosalind Parkinson Jackson (2)
- 1.16 "the perpetuity period" means the period of 80 years from the date of this Transfer

NOTE 1: The Retained Land edged blue referred to includes the land tinted pink on the filed plan

Schedule of restrictive covenants continued

NOTE 2: The Retained Land edged brown referred to includes the land tinted pink on the filed plan.

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.

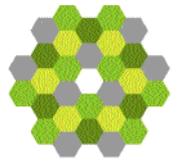
This official copy is issued on 21 August 2009 shows the state of this title plan on 21 August 2009 at 13:32:07. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may 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, Kingston upon Hull Office .

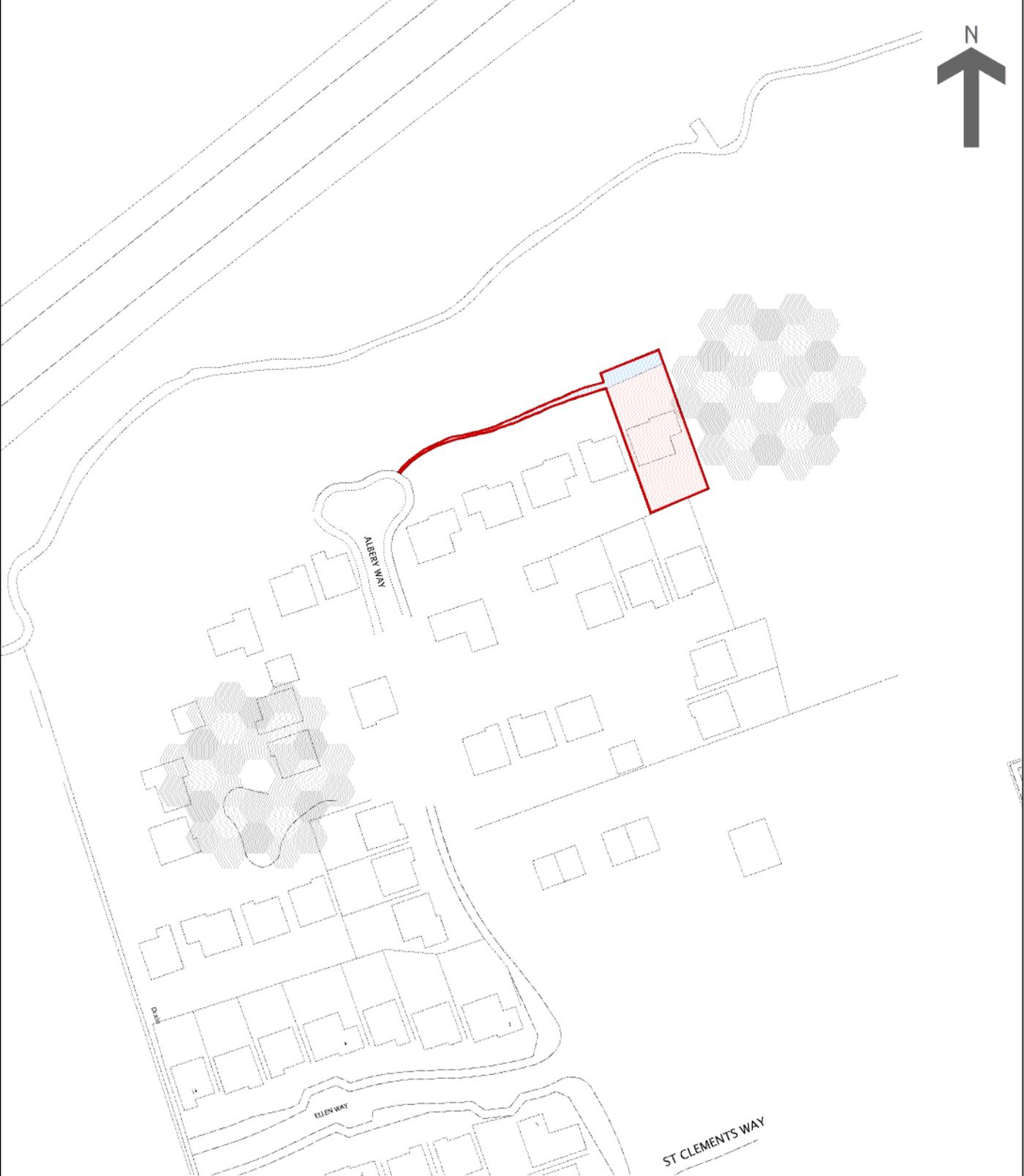


Land Registry Official copy of title plan

Title number HS296247
Ordnance Survey map reference TA2705SE
Scale 1:1250
Administrative area NORTH EAST
LINCOLNSHIRE



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Personal Local Authority Search Report (2009 Edition)

| | | | |
|--|--|--|---|
| Prepared by: P.P.Searches (South Lincolnshire) | | Requested by (Client): BRIDGE McFARLAND | |
| Address Address Town/City Post Code | 16 Heron Way Spalding PE11 2FT | Address Address Town/City Post Code | 19 South St Mary's Gate Grimsby DN31 1JE |
| Date reported | 25/08/09 | Date received: | 21/08/09 |
| Reference: | NRK1434 | Reference: | SCJ |
| Address of the Land / Property: | | This report has been prepared in conjunction with: | |
| UPRN Address 1 Address 2 Town/Village County Post Code | 50 Albery Way New Waltham Lincolnshire DN36 4WF | | |
| <p>This report has been prepared following a search of the property related information held by the local authority including, for example, the local land charges register, the planning register and highways data. Copies of the records can be obtained direct from the local authority:</p> | | | |
| Name Address Address Town/City County Post Code | North East Lincolnshire District Council Municipal Offices Town Hall Street Grimsby Lincolnshire DN31 1HU | | |
| Signed: | | | |
| On behalf of: P.P. Searches | | | |



Personal Local Authority Search Report (2009 Edition)

Register of Local Land Charges:

| Number | Description | Reference | Registration Date |
|--------|------------------------|-----------|-------------------|
| 1.1 | Section 106 Agreement. | | 12/11/91 |
| | | | |
| | | | |

Planning Department and other Register Entries (last 25 years):

| Number | Description | Reference | Decision / Date |
|--------|--|---|-----------------|
| 2.1 | Planning application for the erection of dwellings, sports facilities and to provide sports field. | 08/944/88 Approved with conditions | 02/12/+1 |
| 2.2 | Planning application for the erection of dwellings, sports pavilion and provide sports field. (Renewal of 08/844/88) | 08/5236/94 Approved with conditions | 01/06/95 |
| 2.3 | Reserved matters application to erect 36 detached dwellings and 6 detached garages. | DC/157/00/HUM Approved with conditions | 12/50/00 |
| | | | |

Applications accepted with conditions (AC) are normally recorded in the Land Charges Register under PART 3B: Other Planning Charges

Additional Information / Optional Enquiries:

| Number | Description |
|--------|-------------|
| | |
| | |

Personal Local Authority Search Report (2009 Edition)

| | | |
|------------|--|---|
| 1. | PLANNING AND BUILDING REGULATIONS | |
| 1.1 | Planning and Building Decisions and Pending Applications Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications: | |
| (a) | planning permission | Yes see page two of report. |
| (b) | listed building consent | NO |
| (c) | conservation areas consent | NO |
| (d) | certificates of lawfulness of existing use or development | NO |
| (e) | certificates of lawfulness of proposed use or development | NO |
| (f) | building regulation approval | NO |
| (g) | building regulation completion certificate and | NO |
| (h) | any building regulations certificate or notice issued in respect of work carried out under a competent person self certification scheme? | NO |
| 1.2 | Planning Designations and Proposals | |
| | What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? | NONE |
| 2. | ROADS | |
| | Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are: | |
| (a) | highways maintainable at public expense | Albery Way is maintained at public expense. |
| (b) | subject to adoption and supported by a bond or bond waiver | NO |
| (c) | to be made up by a local authority who will reclaim the cost from the frontagers or | NO |
| (d) | to be adopted by a local authority without reclaiming the cost from the frontagers? | NO |
| 3. | OTHER MATTERS | |
| 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 required for road works? | 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) and extension to a building on the property, to be built over or in the vicinity of a drain, sewer or disposal main? | NO |
| 3.4 | Nearby Road Schemes | |
| | Is the property (or will it be) within 200m 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 the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway | NO |
| (c) | the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes, or | NO |
| (d) | the outer limits of (i) construction of a new road to be built by a local authority, (ii) an improved 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 | NO |

Personal Local Authority Search Report (2009 Edition)

| | | |
|------------|---|----|
| | (other than a mini roundabout) or widening by construction of one or more additional traffic lanes. | |
| (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 of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (ii) construction of a roundabout (other than a mini roundabout) or (iii) widening by construction of one or more additional traffic lanes under proposals published for public consultation? | NO |
| 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? | NO |
| 3.6 | Traffic Schemes | |
| | Has the local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property: | NO |
| (a) | permanent stopping up or diversion | NO |
| (b) | waiting or loading restrictions | NO |
| (c) | one way driving | NO |
| (d) | prohibition of driving | NO |
| (e) | pedestrianisation | NO |
| (f) | vehicle width or weight restriction | NO |
| (g) | traffic calming works including road humps | NO |
| (h) | residents parking controls | NO |
| (i) | minor road widening or improvement | NO |
| (j) | pedestrian crossings | NO |
| (k) | cycle tracks or | NO |
| (l) | bridge building? | NO |
| 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: | NO |
| (a) | building works | NO |
| (b) | environment | NO |
| (c) | health and safety | NO |
| (d) | housing | NO |
| (e) | highways, or | NO |
| (f) | public health? | NO |
| 3.8 | Contravention of Building Regulations | |
| | Has the local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations? | NO |
| 3.9 | Notices, Orders, Directions and Proceedings under Planning Acts | |
| | Do any of the following subsist in relation to the property, or has the local authority decided to issue, serve, make or commence any of the following: | |
| (a) | an enforcement notice | NO |
| (b) | a stop notice | NO |
| (c) | a listed building enforcement notice | NO |
| (d) | a breach of condition notice | NO |
| (e) | a planning contravention notice | NO |
| (f) | another notice relating to breach of planning control | NO |
| (g) | a listed building repairs notice | NO |
| (h) | in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation | NO |
| (i) | a building preservation notice | NO |
| (j) | a direction restricting permitted development | NO |
| (k) | an order revoking or modifying planning permission | NO |

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| | | |
|-------------|--|----|
| (l) | an order requiring discontinuance of use or alteration or removal of building or works | NO |
| (m) | a tree preservation order, or | NO |
| (n) | proceedings to enforce a planning agreement or planning contribution? | NO |
| 3.10 | Conservation Area | |
| | Do the following apply in relation to the property: | |
| (a) | the making of a Conservation Area before 31 August 1974, or | NO |
| (b) | an unimplemented resolution to designate the area a Conservation Area? | NO |
| 3.11 | Compulsory Purchase | |
| | Has any enforceable order or decision been made to compulsorily purchase or acquire the property? | NO |
| 3.12 | Contaminated Land | |
| | Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property): | NO |
| (a) | a contaminated land notice | NO |
| (b) | in relation to a register maintained under section 78R of the Environmental Protection Act 1990: | NO |
| | (i) a decision to make an entry, or | NO |
| | (ii) an entry, or | NO |
| (c) | consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? | NO |
| 3.13 | Radon Gas | |
| | Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency? | NO |

End of Report



PPS SOUTH LINCOLNSHIRE IS A MEMBER OF THE ASSOCIATION OF INDEPENDENT PERSONAL SEARCH AGENTS; AN ORGANISATION SET UP TO INTRODUCE A REGIME OF SELF REGULATION AND ACCREDITATION AMONG MEMBERS AND TO PROMOTE SUCH A REGIME TO THE SEARCH INDUSTRY AS A WHOLE, WITH THE AIM OF ACHIEVING HIGHER LEVELS OF COMPETENCE AND RELIABILITY IN THE PRODUCTION OF PROPERTY SEARCH REPORTS

Personal Local Authority Search Report (2009 Edition)

Terms and Conditions

| | |
|----------|---|
| 1 | Agreement |
| 1.1 | PPSearches (PPS) agrees to supply the Report to the Client and the Client agrees to these Terms. |
| 1.2 | PPS may also supply the Client with Other Products, where PPS act as an agent, or an authorised reseller, for a Third Party. The supply of those Other Products will be governed by the terms and conditions of those Third Parties. |
| 2 | Intellectual Property |
| 2.1 | PPS (or its suppliers) own all the Intellectual Property in the Report. The Report is provided for the Client's own use. The Client can only use the Report for someone else if it is incorporated into services that the Client is providing to that person in the ordinary course of the Client's profession. The Client can only use the Report once for that purpose. The Client must not copy or change the Report in any way. An example of such a change would be to remove a trademark. The Client must not re-sell the Report. |
| 2.2 | In terms of Intellectual Property, the Client only has the express rights set out above. The Client has no further implied rights. |
| 3 | Termination of Rights |
| 3.1 | The Client's Rights will be lost automatically if (i) the Client fails to abide by these Terms (particularly if the Client's failure is something that cannot be put right); (ii) The Client becomes Insolvent; (iii) The Client challenges PPS as to the ownership of Intellectual Property or do something that PPS believe will put ownership of Intellectual Property at risk; (iv) The Client does not pay something that is owed to PPS. |
| 3.2 | PPS do not have to continue to supply the Client with report(s), if PPS believe that the Client is not abiding by these terms or has given one months' notice to the Client. |
| 3.3 | If the Client has paid in advance and the Client's Rights are terminated, PPS will refund a fair and reasonable amount of the sum that the Client has paid to PPS. |
| 4 | Liability |
| 4.1 | Any defect or inaccuracy in the Reports provided by PPS must be notified to PPS by the Client within seven days of delivery to the Client. |
| 4.2 | In the event that such notice is not given, the Client shall be deemed to have been satisfied with the performance of PPS and the Reports provided. |
| 4.3 | In the event that the Client suffers loss as a result of the negligence or otherwise, the liability of PPS will be limited to an amount not exceeding £2 million in respect of any individual claim or aggregate of claims relating to the same property. |
| 4.4 | In any event, PPS are not liable for problems arising from circumstances beyond the reasonable control of PPS, or for any indirect or consequential loss or for any loss of profit however arising. |
| 4.5 | PPS are also not liable if the Client's complaint results from the Client using the Report for a purpose for which the Client is not allowed to use it. |
| 4.6 | The information contained in the Report has been obtained by personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. PPS accepts no responsibility for revealing incomplete or inaccurate information where the error is a direct result of defective source material. |
| 4.7 | In the event that certain questions cannot be answered due to local authority or other restrictions a note of the restriction and method of obtaining the said answers will be included in the report. |
| 4.8 | Where information has been sourced from additional sources, PPS will confirm details of these sources within the Report. |
| 4.9 | Reports will contain as much information that is available to PPS at the time, but the Client accepts that sufficient information is not always available to reflect the actual uses to which a property or land has been put. |
| 4.10 | Even if the Report contains a conclusion or other interpretation of its contents, the Client must not rely exclusively on the Report in terms of valuing the property or land to which the report relates, determining its actual status or condition, or concluding as to its suitability for any use. |
| 4.11 | PPS aims to return all search results within five working days. However, this may not always be feasible due to local authority appointment systems or other reasons outside of PP's control. PPS will not accept any liability for any loss, financial or otherwise, incurred by the client as a result of delayed search results. |
| 4.12 | The Client understands that the Report may not be tailored to the Client's specific needs and that the Client, not PPS, must ensure that the Report meets the Client's requirements. |
| 4.13 | The Client accepts that the Client should carefully inspect the property or land to which the Report relates and take advice or obtain information from other sources before the Client makes any important decision about the property or land to which the report relates. |
| 4.14 | If the Client supplies the Report to any other person, the Client will get them to agree to the above limitations. |
| 4.15 | If PPS provide the Client with any additional services based on the supply of report(s), unless PPS charge the Client separately for those services, PPS will not be liable to the Client for any problem arising out of those additional services. |
| 4.16 | All PPS search reports are provided with a 'Personal Local Search Indemnity Policy'. Full details are outlined in the 'Key Facts' summary attached to the Report. |
| 4.17 | PPS maintains contractual relationships with clients and suppliers who are involved in the production of Home Information Packs and the conveyancing process. To the knowledge of PPS, no person who conducted the search or prepared the search report has any undeclared interest, personal or business relationship with any persons involved in the sale of the property. PPS cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to PPS at the time of compiling the search. |
| 5 | Charges |
| 5.1 | The Client shall be liable to PPS as principal for all costs, charges and expenses that shall be due to PPS under the terms of the contract for services together with all expenses incurred in respect thereof. |

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| | |
|------------------------|--|
| 5.2 | This will be the case whether or not the Client purports to contract with PPS as agent for another. |
| 5.3 | The Client must discharge all sums due under invoices raised by PPS within 7 days of such invoice. |
| 5.4 | In the event that such invoices are not paid within 7 days, PPS shall be entitled to charge the Client interest on all sums outstanding at the of 5% the National Westminster Bank Plc base rate from time to time. |
| 5.5 | PPS shall be entitled to alter its charges from time to time and contracts with PPS will be charged to the Client at the prevailing rate. |
| 6 | General |
| 6.1 | If PPS have to change these Terms, the revised version will be posted on the PPS website. PPS will also try to publicise the fact, but it is the Client's responsibility to ensure that the Client has the latest version of the Terms. |
| 6.2 | PPS do not have to supply anyone. PPS may stop supplying the Client without having to give the Client any reason. |
| 6.3 | If a court decides that one of these Terms is illegal or unenforceable, that will not affect the rest of the Terms. |
| 6.4 | If PPS is slow in exercising it's rights under these Terms or choose not to do so on any occasion, that will not affect the rights of PPS to do so later. |
| 6.5 | The Client agrees that everything relevant to relationship between PPS and the Client is written here and there is nothing else that persuaded the Client to accept these Terms. |
| 6.6 | The Client agrees that any disputes with PPS will be settled in an English court. |
| 7 | Terms |
| 7.1 | References to "the Client" are to the individual, firm or company from whom PPS receive instructions. |
| 7.2 | "Insolvent" means that the Client is bankrupt (if the Client is an individual) or the Client has a receiver or liquidator appointed (if the Client is a company) and/or (in either case) the Client is unable to pay the Client's debts as they fall due, the Client makes an arrangement with the Client's creditors or PPS are reasonably satisfied that the above is about to happen. |
| 7.3 | "Intellectual Property" means all forms of intellectual property or protective rights recognised in law. |
| 7.4 | "the Report" includes any information that PPS supply to the Client including all reports, services, datasets, software or information contained in them. |
| 7.5 | "these Terms" means the terms printed on this document (or any replacement that PPS issue). |
| 7.6 | "Third Party" means persons from whom PPS may source Other Products. |
| 7.7 | "Other Products" means products and services which are ancillary to the Reports, such as environmental risk insurance. |
| 7.8 | "the Client's Rights" means the Client's right to use the Report and any other rights conferred by these Terms. |
| The Search Code | |

Important Information

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

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

The Code's main commitments

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

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

Keeping to the Search Code

How search organisations keep to the Search 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 search organisation failing to keep to the Code.

Contact Details

The Property Codes Compliance Board: Please contact:

Telephone: 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

IF YOU WOULD LIKE A COPY OF THE FULL SEARCH CODE PLEASE CONTACT inifree027@btinternet.com

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The Search and HIP Codes require every Registered firm to have a written complaints procedure and to make this available to customers.

The HIP Code requires such procedures to be included in the firm's HIPs. They should be inserted alongside the prescribed 'Consumer Information' which must be included in every search and HIP with the firm's name and contact details (see www.propertycodes.org.uk/rules_anxE.aspx).

The Search Code does not specifically require firms to include the complaints procedures in their searches, but the PCCB strongly recommends that firms do so. Moreover, paragraph 1(k) of Schedule 6 to the Home Information Pack (No. 2) Regulations 2007 requires a HIP search to include 'a description of such complaints or redress procedures as exist in relation to the report'. Again, the procedure could be included alongside the prescribed 'Consumer Information'

The attached guidance sets out the content and preferred format of such a procedure. It is a statement of minimum requirements. If firms wish to spell out additional stages for internal escalation, within their procedure, that is quite acceptable. However, it is essential that all internal processes work to the deadlines set by the Codes, and that the complaint is properly closed, so far as the firm is concerned, by the provision of a 'Final Response' letter. The PCCB provides separate guidance on the format of such letters, which registered firms are strongly advised to follow.

n inspections, PCCB Inspectors will check all submitted complaints procedures against this standard and may require amendments to be made to ensure that firms align their procedures accordingly. It is essential that firms include not only the bulleted points but also the subsequent paragraphs which refer to IPCAS and to co-operating fully with the adjudicator. It is also essential that full contact details are provided for the firm, ideally with a specific contact name.

It is good practice:

- To include the procedure as part of your standard terms and conditions
- To publish the procedure on any web site(s) which you maintain
- To accept complaints in any format – by phone, letter, fax or e-mail. Firms must NOT insist that complaints are submitted ONLY in writing. If complaints are taken via the phone, the firm should note the details and then write to the complainant stating that 'our understanding of your complaint is as follows [inserting the details]' and asking the complainant to confirm that this understanding is correct.
- To attach the procedure to the firm's initial response to a complaint or to a query which could well turn into a complaint (e.g. a search has missed material information which could potentially affect the value of the property concerned).
- To maintain a clear audit trail which: documents when complaints were received and what action was taken; shows whether the Code deadlines were met; and includes a copy of the firm's final response (see the PCCB Guidance Note on 'Final Response Letters').

Version 6: 3 June 2009

This guidance replaces earlier versions

P.P. Searches (South Lincolnshire) Ltd.

Complaints Procedure

Information for customers

P.P. Searches (South Lincolnshire) Ltd. is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

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

If you are not satisfied with our final response, you may refer the complaint to the Independent Property Codes Adjudication Scheme: Tel: 020 7520 3800, E-mail: info@idrs.ltd.uk.

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

Complaints should be sent to:

Name: Tom Campbell

Customer Services

Name of firm: P.P. Searches (South Lincolnshire) Ltd.

Postal Address: 16 Heron Way, Spalding, PE11 2FT.

Phone details: 01775-769000 OR Mobile: 07886-625789

E-mail details: inifree027@btinternet.com

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CON290 Optional Enquiries of Local Authority (2007)

Local Authority Search CON290 2007 Edition COMMON LAND

22 COMMON LAND, TOWN & VILLAGE GREENS

22.1 Is the property, or any land which abuts the property, registered common land or town or village green under Commons Registration Act 1965 or the Commons Act 2006?

22.1 **THERE ARE NO ENTRIES.**

22.2 If there are any entries, how can copies of the matters registered be obtained and where can the Register be inspected?

22.2 [Law & Democratic Services, Municipal Offices, Town Hall Square, Grimsby, DN31 1HU](#)

- 9 -CON29DW
Edition

England & Wales 2002

FOOTPATHS & BYWAYS, GAS PIPES

PUBLIC PATHS OR BYWAYS

5.1 Is any public path, bridleway or road used as a public path or byway which abuts on, or crosses the property shown in a definitive map or revised definitive map prepared under Part IV of the National Parks and Access to the Countryside Act of 1949 or Part III of the Wildlife and Countryside Act 1981?

5.1 **NO**

5.2 If so, please mark its approximate route on the attached plan(s).

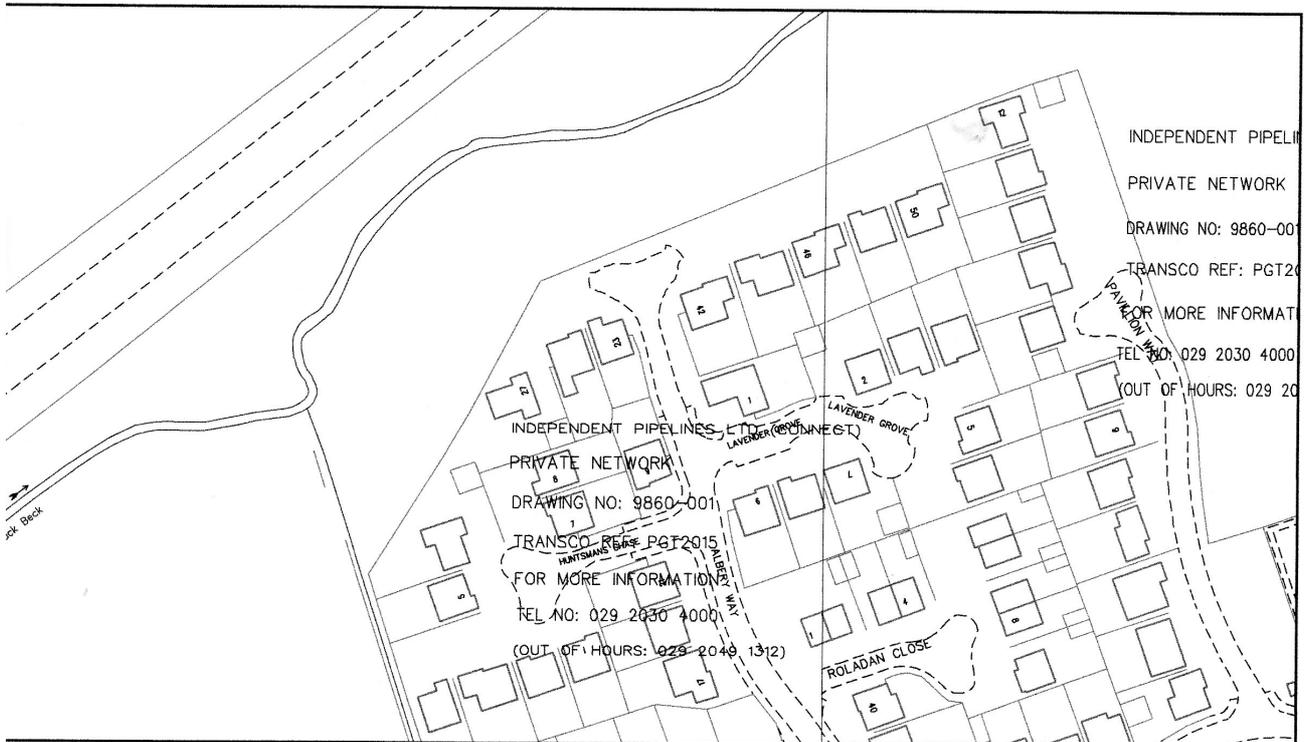
5.2 **N/A**

9. PIPELINES

Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100feet (30.48 metres) of the property?

9. **Yes see attached plan.**

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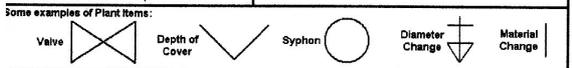
SCALE: Not to scale
 USER ID: Mr Kersey
 DATE: 21/08/2009
 EXTRACT DATE: 11/06/2009
 MAP REF: TA2705
 CENTRE: 527960, 405256

| | |
|-----------|--|
| LP MAINS | |
| MP MAINS | |
| IP MAINS | |
| LHP MAINS | |
| NHP MAINS | |

MAPS Viewer Version 5.4.0.0

Local Machine

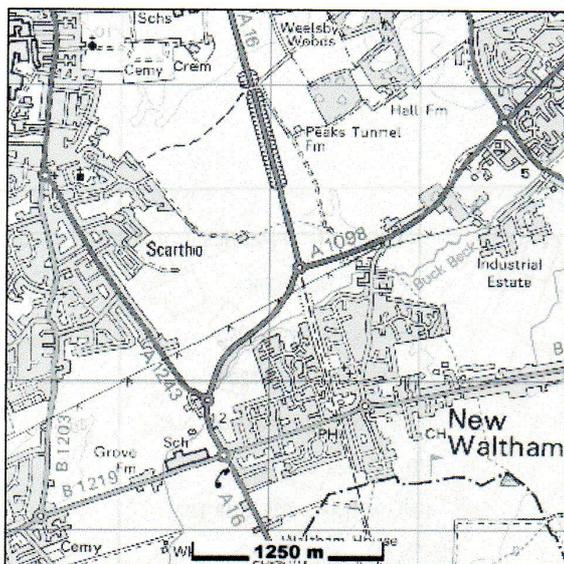
This plan is reproduced from or based on the OS map by National Grid Gas plc, with the sanction of the controller of HM Stationery Office. Crown Copyright Reserved.



This plan shows those pipes owned by National Grid Gas plc in their role as a Licensed Gas Transporter (GT). Gas pipes owned by other GTs, or otherwise privately owned, may be present in this area. Information with regard to such pipes should be obtained from the relevant owners. The information shown on this plan is given without warranty, the accuracy thereof cannot be guaranteed. Service pipes, valves, syphons, stub connections, etc. are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by National Grid Gas plc or their agents, servants or contractors for any error or omission. Safe digging practices, in accordance with HS(G)47, must be used to verify and establish the actual position of mains, pipes, services and other apparatus on site before any mechanical plant is used. It is your responsibility to ensure that this information is provided to all persons (either direct labour or contractors) working for you on or near gas apparatus. The information included on this plan should not be referred to beyond a period of 28 days from the date of issue.



CRoW Access Land Maps



Map Key

Some areas of excepted land are included within the areas shaded yellow as CRoW access land. These are not subject to CRoW rights.

-  CRoW Access Land
-  Background

Restrictions Information

Details of the restrictions on Open Access Land can be found below. Scroll down or [click here](#) to view.

[» Back to Search Screen](#)

[» Go to FSI Maps](#)

Grid Reference at Centre: Easting: 528125 Northing: 405625

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Restrictions and Exclusions Information

For general details on CRoW Access Land Restrictions [click here](#). Any restrictions in force between the dates you selected are listed here. If you wish to find out more information about a particular restriction, further details are contained within the PDF attachment linked to each case below.

The date(s) that you have selected to view the CRoW Access Land map and Restrictions for are:

From To

You can select to change the date displayed, please select a new date or range and select Search to proceed.

| Case No | Type | Purpose | From | To | More Information | View Map |
|---------|------|---------|------|----|------------------|----------|
|---------|------|---------|------|----|------------------|----------|

Access mapping website terms: By using these pages you are agreeing to the terms and conditions contained [here](#)

Personal Local Authority Search Report (2009 Edition)

End of Report

Order Reference:B627151-1
Produced on:24 August 2009

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations 2007

The information in this document refers to:

50 Albery Way
New Waltham
Grimsby
DN36 4WF

This document was produced by:

Geodesys
PO Box 485
Huntingdon
PE29 6YB

This document was ordered by:

HIPS Direct
4 Lucas Court
Healing
Grimsby
N E Lincolnshire
DN41 7SB

Customer reference:
Albery/Bridge/Jenny

For any queries relating to this report please contact our customer services team on 01480 323889, quoting order reference: B627151-1.

The following records were searched in compiling this report: the Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by Geodesys.

Katie Turner, Customer Services Manager, is the person responsible in respect of the following:

- (i) any negligent or incorrect entry in the records searched;
- (ii) any negligent or incorrect interpretation of the records searched;
- (iii) any negligent or incorrect recording of that interpretation in the search report; and
- (iv) compensation payments



4001962



working on behalf of the water industry towards a sustainable future

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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

As a minimum standard, Geodesys:

- will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that is not 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 contact us via email, fax or letter explaining the reasons why you are not satisfied;
- will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint;
- will keep you informed of the progress and update you with new timescales if necessary, depending on the scale of investigation required;
- will pay you £36.00 (Exc. VAT) compensation regardless of the outcome of your complaint, if we fail to give you a written substantive response within 5 working days;
- will automatically refund your search fee if your complaint is found to be justified, or we have made any substantive errors that change the outcome in your search result. 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;
- will provide the search free of charge if your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay.

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

Question 1 Interpretation of Drainage and Water Search

Answer Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667 - Housing, England and Wales - The Home Information Pack Regulations 2007.

Question 2 Enquiries and Responses

Answer This drainage and water search for 50 Albery Way, New Waltham, Grimsby, DN36 4WF complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Alicia Graham (Anglian Water Services Ltd. T/A Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Alicia Graham (Anglian Water Services Ltd. T/A Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 21 August 2009 and completed on 24 August 2009

The Drainage and Water Report was prepared following examination of Anglian Water's records, and other summary records derived from the original. Section 3 of the attached Drainage and Water Enquiry (Domestic) Terms and Conditions details Anglian Water Services Limited trading as Geodesys' liability.

Geodesys has provided this Drainage and Water Report in line with its Terms and Conditions which are available on its website www.geodesys.com

Geodesys, has a robust and uniformly efficient complaints process. Formal complaints and queries can be made, by telephone on 01480 323889, in writing to Geodesys, Spencer House, Spitfire Close, Huntingdon, Cambs, PE29 6XY or by e-mail to customer.feedback@geodesys.com

Question 3 Where relevant, please include a copy of an extract from the public sewer map

Answer A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.

Informative Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.
The Sewerage Undertakers are 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 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 may be shown on the copy extract for information.

Question 4 Does foul water from the property drain to a public sewer?

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

Informative Sewerage Undertakers are not responsible for any private drains and 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. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore 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 in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 5 Does surface water from the property drain to a public sewer?

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

Informative Sewerage Undertakers are not responsible for private drains and 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. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
In some cases, water company 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 the company tel: 0800 169 3271.
If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 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?

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

Informative This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a public sewer.
Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.

Question 7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

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

Informative The boundary of the property has been determined by reference to the Ordnance Survey record.
The presence of a public sewer running within the boundary 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.
Sewers 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.

Question 8 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

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

Informative The presence of a public sewer within 30.48 metres (100 feet) of any building within the boundary of 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 any building within the boundary of the property and the nearest public sewer.
Sewers 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.

Question 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?

Answer 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 the vicinity of a public sewer, disposal main or drain.

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.

Question 10 Where relevant, please include a copy of an extract from the map of waterworks

Answer A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

Informative The map of the waterworks has been supplied by:
Anglian Water Services Ltd
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk
The 'water mains' in this context are those which are vested in and maintainable by the water company under statute. Assets other than public water mains may be shown on the plan, for information only. Water companies are not responsible for private supply 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 enclosed extract of the public water main record shows known public 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 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 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.

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.
Please note this could relate to a piece of land and is not subject to an adoption agreement.

Question 12 Who are the sewerage and water undertakers for the area?

| | | |
|---------------|--|---|
| Answer | Anglian Water Services Ltd PO Box 770 Lincoln LN5 7WX Tel: 08457 145 145 www.anglianwater.co.uk is the sewerage undertaker for the area. | Anglian Water Services Ltd PO Box 770 Lincoln LN5 7WX Tel: 08457 145 145 www.anglianwater.co.uk is the water undertaker for the area. |
|---------------|--|---|

Question 13 Is the property connected to mains water supply?

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

Question 14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

Answer The map of waterworks indicates that there are water mains, resource mains or discharge pipes within the boundaries of the property.

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main within the boundary of the property may restrict further development within it. Water companies 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 What is the current basis for charging for sewerage and water services at the property?

Answer The charges are based on actual volumes of water measured through a water meter. ("metered-supply")

The meter serial number is: 01M095176R

The property reference number is: 0078780647

Informative Water and sewerage companies full charges are set out in their charge schemes which are available from the company free of charge upon request.

Question 16 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

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

Informative 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) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres. Where charges are levied to a third party, the occupier needs to contact the vendor to confirm charging arrangements.

Question 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property at £34.00 for each financial year.

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges (freephone 0800 169 3271 for more details).

Question 18 Please include details of the location of any water meter serving the property

Answer Records indicate that the property is served by a water meter, which is located not within the dwelling-house which is or forms part of the property, and in particular is located XX INTEX REAR OF GGE.

Question 19 Who bills the property for sewerage services?

Answer The property is billed for sewerage services by:
Anglian Water Services Ltd
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 20 Who bills the property for water services?

Answer The property is billed for water services by:
Anglian Water Services Ltd
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

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

Informative

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. Flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, 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 water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. 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 Company'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.

Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the company.

Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excluded flooding from private sewers and drains and the Company makes no comment upon this matter.

Question 22 Is the property at risk of receiving low water pressure or flow?

Answer 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.

Informative "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 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 customers' 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. Water Undertakers 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: Water Undertakers should not report under DG2 low pressures caused by planned maintenance. It is not intended that water undertakers identify the number of properties affected in each instance. However, water undertakers 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.
Low pressure incident of a short duration: Properties affected by low pressure which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

Question 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

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

Informative **Overall, drinking water quality for this public water supply zone is excellent. 100% of tests complied with regulatory standards.**
Anglian Water investigates all infringements of drinking water quality standards thoroughly and takes appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately, advise them not to drink the water until the risk had been removed and would take appropriate steps to advise and protect their customers.
For more detailed information, visit www.anglianwater.co.uk, or telephone 01480 323889 or write to Geodesys, PO Box 485, Huntingdon, Cambridgeshire, PE29 6YB.
Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. Water quality is normally tested at the tap used for domestic consumption, usually the kitchen. However, the owner/occupier is responsible for any deterioration in water quality that is a result of the supply pipe and the plumbing within the property and results in the standards not being met.
In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.
If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company for further advice (Telephone Anglian Water Customer Services on: 08457 145 145).
The water company undertakes a monitoring programme to establish water quality that includes random sampling from properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the supply pipe and the plumbing within the property.
Samples are taken from a random selection of addresses within a water supply zone and the results of these samples represent the zonal performance. Water Quality zones are allowed to have a population equivalent of up to 86,000 and can cover large geographical areas. There is only a small possibility that the results of samples reported were taken from the property in question. The data collected by the company is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operations can be examined.

Question 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.

Answer There are currently no Undertakings or Authorised Departures relating to this supply zone.

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

Answer The nearest sewage treatment works is 2.74 kilometres South East of the property. The name of the sewage treatment works is HOLTON LE CLAY STW, which is the responsibility of Anglian Water.

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment 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 a private sewage treatment works closer than the one detailed above that has not been identified.

APPENDIX 1

GENERAL INTERPRETATION

(1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

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

"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 with 31st December;

"discharge pipe" means a pipe from 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 any buildings or yards appurtenant to buildings within the same curtilage;

"effluent" means any liquid, including particles of matter and other substances 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 (e);

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

"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 undertaker's 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 (g) 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(h), 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(i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);
- (c) under Section 179 of the 1991 Act (k); or
- (d) otherwise;

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

"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 area in which the property is or will be situated.

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

- (a) 1991 c.56.
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.
- (e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.
- (f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
- (g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
- (h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
- (i) 1989 c.15.
- (j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

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

"Company" means Anglian Water Services Limited trading as GEODESYS who produces 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 the Property including their mortgage lender.

Agreement

1.1 The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser.

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 Client.

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 by the Customer or Client.

2.4 The Report provides information as to the location & 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. The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

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 its 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 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 are 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 supplying 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 Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.

3.4 The Company shall accept liability for death or personal injury arising from its negligence.

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 to the extent expressly provided.

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

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, the Client and the Purchaser agree to indemnify the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by either 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 or Client has an account with the Company for payment of Reports, the Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

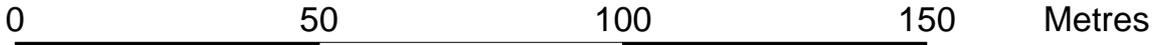
General

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 these terms and conditions shall in any way restrict the Customer's, the Client's or the Purchaser's statutory or any other rights of access to the information contained in the Report.

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

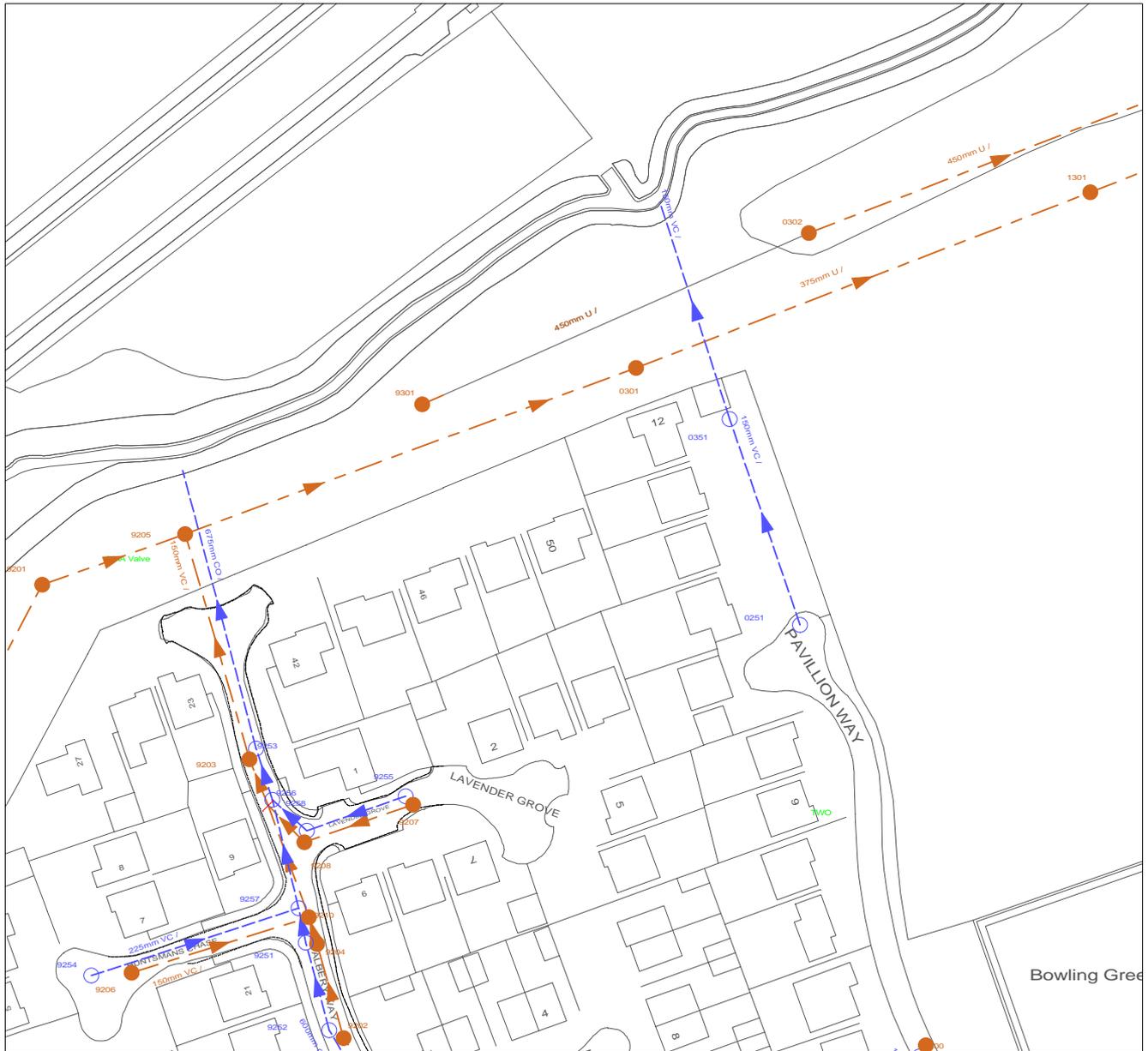


Map Centre 528025, 405298

| WATER ASSET LEGEND | | |
|---|---|--|
| Operational Raw Water — RAW — RAW — RAW | Operational Potable Water ————— | Decommissioned Water -A-A-A-A-A- |
| Washout Hydrant | Fire Hydrant | Air Hydrant |
| Washout | Boundary Box | Sluice Valve |


GEODESYS
 LAND & PROPERTY INFORMATION
PO BOX 485, Huntingdon, PE29 6YB
DX123730 Huntingdon 6

Code: This plan must be used in conjunction with the search results attached.
 The information shown on this drawing is based on the data currently recorded but the position must be regarded as approximate.
 Service pipes, private sewers and drains are not generally shown. The actual position of all apparatus MUST be established by trial holes.
 No liability whatsoever is accepted for any error or omission. This information is valid for the date printed.
 This plan is produced by Anglian Water Services Ltd. trading as GEODESYS from Ordnance Survey digital map data which is protected by Crown copyright and remains the property of Ordnance Survey, (c)Crown copyright, 100018507
 This map data is to be used for the purposes of viewing the location of Anglian Water 'plant' only.
 Any other use of the map data or further copies are not permitted.



0 50 100 150 Metres

Map Centre 528025, 405298

| SEWER ASSET LEGEND | | |
|-------------------------|--|---------------------------------|
| Manholes | | |
| ● Foul | ○ Surface | ● Combined |
| ----- Foul Sewerage | ----- Foul Decommissioned Sewerage | ----- Foul S104/Private Main |
| ----- Surface Sewerage | ----- Surface Decommissioned Sewerage | ----- Surface S104/Private Main |
| ----- Combined Sewerage | ----- Combined Decommissioned Sewerage | ----- Rising Main |



GEODESYS
LAND & PROPERTY INFORMATION

**PO BOX 485, Huntingdon, PE29 6YB
DX123730 Huntingdon 6**

Title: B627151-1

Scale: 1:1250

Date: 24/08/2009 13:57

Code:

This plan must be used in conjunction with the search results attached.
 The information shown on this drawing is based on the data currently recorded but the position must be regarded as approximate.
 Service pipes, private sewers and drains are not generally shown. The actual position of all apparatus MUST be established by trial holes.
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