



# **Home Information Pack**



128 Spashett Road Lowestoft Suffolk NR32 4DH



Basic Pack Documents
Title Information
Search Reports





## **Document Index**



■ Prepared by: Homefast Property Services 61 The Quadrant | Marshalswick | St Albans | Hertfordshire AL4 9RF

■ HIP Prepared For: 128 Spashett Road Lowestoft Suffolk NR32 4DH

PART ONE: GENERAL

THE ONE GENERAL			
Home Information Pack Documents	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
1. Index	Yes ⊠ No □ N/A □		
2. Property Information Questionnaire	Yes ⊠ No □ N/A □		
3. Energy Performance Certificate and Recommendation Report or Predicted Energy Assessment	Yes ⊠ No □ N/A □		
4. Sale Statement	Yes ⊠ No □ N/A □		
Title Information	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
5. Land Registry individual register	Yes ⊠ No □ N/A □		
6. Land Registry title plan	Yes ⊠ No □ N/A □		
7. Land Registry copies of documents referred to in the individual register	Yes □ No □ N/A ⊠		
8. Official search of Land Registry index map	Yes □ No □ N/A ⊠		
9. Deduction of title documents	Yes □ No □ N/A ⊠		
10. Leases, tenancies or licenses for properties where part of the property in a sub-divided building not sold with vacant possession.	Yes □ No □ N/A ⊠		
The Physical Condition of the Property	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
11. Uncommenced new homes warranty with cover note	Yes □ No □ N/A ⊠		
12. Commenced new homes warranty	Yes □ No □ N/A ⊠		
13. Other warranties	Yes □ No □ N/A ⊠		

The Physical Condition of the Property (Continued)	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
14. Additional Home Condition Reports for the past 12 months	Yes □ No □ N/A ⊠		
15. Report on a property not physically complete	Yes □ No □ N/A ⊠		
16. Evidence of safety, construction, repair or maintenance	Yes □ No □ N/A ⊠		
Search Reports	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
17. Local land charges	Yes ⊠ No □ N/A □		
18. Local Search	Yes ⊠ No □ N/A □		
19 Additional local enquiries	Yes ⊠ No □ N/A □		
20. Water and drainage enquiries	Yes ⊠ No □ N/A □		
Other Documents	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
21. Translation of pack documents	Yes □ No □ N/A ⊠		
22. Additional versions of any pack documents in another format such as Braille or large print	Yes □ No □ N/A ⊠		
23. Summary or explanation of any pack documents	Yes □ No □ N/A ⊠		
24. Information identifying the property, including a description, photograph, map, plan or drawing of the property	Yes □ No □ N/A ⊠		
25. Information identifying the persons involved in providing the pack document or information within a pack document	Yes □ No □ N/A ⊠		
26. Additional relevant information	Yes □ No □ N/A ⊠		



# **Property Information Questionnaire**

128 SPASHETT ROAD

Property Information Questionnaire	
Part 1	
About this form -	
This form should be completed by the seller. The set the necessary authority to sell the property for an owner authority to sell the property for a living owner (e.g. a poform should be completed and read as though the ques	who has died; a representative with the necessary wer of attorney) or be selling in some other capacity. The
If you are the seller, you should be aware -	
<ul> <li>Answers given in this form should be truthful and ach have been designed to help the smooth sale of your exposed later in the conveyancing process and may</li> </ul>	curate to the best of your knowledge. The questions rhome. Misleading or incorrect answers are likely to be yendanger the sale.
	fficial documents or legal information. You should be
	y, your buyer's conveyancer is likely to ask for evidence,
<ul> <li>If anything changes to affect the information given in inform your conveyancer or estate agent immediate</li> </ul>	n this form prior to the sale of your home, you should ly.
If you are an estate agent you should be aware -	
<ul> <li>This form should be completed by the seller but it is Home Information Pack.</li> </ul>	your responsibility to ensure that it is included in the
<ul> <li>The Property Misdescriptions Act 1991 does not appear.</li> </ul>	ply where the form has been completed solely by the
If you are the buyer you should be aware -	
seller. However, the information only relates to the p	have been completed truthfully and accurately by the period during which the seller has owned the property nents or legal information and you should confirm any
The seller must provide the information set out in Pa	art 1 of this questionnaire.
Where the property being sold is a leasehold proper questionnaire.	
ALL PROPERTIES	
The postal (or proposed address which may include a plot number) address of the property	128 SPASHETT Rd 10WESTOFT NR32 43M.
b. The name of the seller	MROMICS BIRD
c. The date the PIQ was completed	18-01-2010
1. When was the property purchased?	[02] Month [04] Year
Is your property a listed building or contained in a listed building?	Yes 🗆

	Don't know
3. What council tax (or proposed) band is the property in?  [Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]	A B C D E F G H
4. What parking arrangements exist at your property?	Garage  Allocated parking space  Driveway  On Street  Resident permit  Metered parking  Shared Parking  Specify other:
Other issues affecting the property  5. Has there been any damage to your property as a result of storm or fire since you have owned it?  5a. If "yes", please give details.	Yes  No  Don't know
<ul> <li>6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?</li> <li>6a. If "yes", please state whether any of these claims are outstanding.</li> </ul>	Yes    Na    Don't know
7. Are you aware of any flooding at your property since you have owned it or before?  7a. If "yes", please give details.	Yes □ No ☑
8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood)?	Yes  No  Don't know
Ba. If "yes", please give details.	

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8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	
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?	Yes  No  Don't know
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	
Utilities and Services	
10. Is there central heating in your property?	Yes 🖸 No 🔲 Don't know 🗆
10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).	gas
11. When was your central heating or other primary heating system last serviced?	Last serviced: Is a report available? Yes ☐ No ☐
	Not serviced Property Don't Know
12. When was the electrical wiring in your property last checked?	Last serviced: Is a report available? Yes  No
	Not serviced
	Don't Know

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	Services	Connected	
	Electricity	Ø	
	Gas	Ø	
	Water mains or private water supply	8	
	Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)		
	Telephone	Z	
	Cable TV or Satellite	Ø	
	Broadband	2	
		<u></u>	
Changes to th	e property		
bedroom o	or extensions (e.g. provision of an extra or bathroom) to the property? ease give details of the nature of the	No Don't know	
4b. Was build	ing regulation approval obtained?	Yes  No  Don't know	
	ing regulation approval obtained?  ing permission obtained?	No 🗆	
lc. Was piann		No  Don't know  Yes  No	

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Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes  No  Don't know
15a. If "yes", please give details of changes and guarantees, if held.	
Access	
16. Do you have right of access through any neighbouring homes, buildings or land?	Yes  No  Don't know
16a. If "yes", please give details.	
17. Does any other person have a right of access through your property?	Yes 🖸
17a. If "yes", please give details.	Don't know I has access via Neighbobt has access via Side gate throught back garden
New Home tplease complete this part of the questionname if the	
Is the property a new home?	Yes 🗍 No 🗹
If "yes", please complete questions 18 to 21 of this questionnaire.	•
If "No", please go on to question 22	
18. Has the property received building regulation approval?	Yes  No  Desir know
18a. If "yes", please give details.	Don't know
19. Has the property received a building regulation completion certificate?	Yes  No  Don't know
19a. If "no", please give details.	DOIL ( KINOW
20. Is the property sold with a warranty?	Yes  No  Don't know
20a. If "yes", please give the name of the provider.	

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21. Has there been or is there any preventative work planned for dry rot, wet rot or damp in the property?	Yes □   No □   Don't know □
21a. If "yes", please give details.	DON'T KITOW []
21b. If the answer to question 21 was "yes", are there any guarantees relating to this work? If "yes", please give details.	
Leasehold properties	
22. Is your property a leasehold property?	Yes
If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.	No 🔄
PART 2: LEASEHOLD PROPERTIES	
Only complete this part if the property is a leasehold pro-	perty.
If the lease is a new one and has not yet been granted, p	
Before entering into a binding commitment, buyors shoul ownership by reading the lease and checking the positio	d confirm any matter relating to the leasehold n with their conveyancer.
Additional information for leasehold properties	
23. What is the name of the person or organisation (or proposed) to whom you pay -	
23a. ground rent; and	
	1
23b. service charges (if different from (a) above)?	
23b. service charges (if different from (a) above)?  24. How many years does your lease have left to run?	
24. How many years does your lease have left to run?	
24. How many years does your lease have left to run?  25. How much is your current annual ground rent?	
<ul> <li>24. How many years does your lease have left to run?</li> <li>25. How much is your current annual ground rent?</li> <li>26. How much is your current annual service charge?</li> <li>27. How much is your current annual buildings insurance premium (if not included in the service)</li> </ul>	Yes  No  Don't know

	· · · · · · · · · · · · · · · · · · ·	
<del></del>		
29. Does the lease prevent you from -		
29a. Sub-letting?	Yes 🗆	
•	No 🗔	
	Don't know	
	,	
	V [7]	
29b. Keeping pets?	Yes [	
	No 🗆 /_	
	Don't know	
30. Does the lease allow you to:		
30a. Use a car park or space?	Yes 🔲 /	
	No 🗆 /	
	Don't/know 🗆	
30b. Have access to a communal garden (where	Yes 🗆	
applicable)?	No □	
	/Don't know 🔲	
31. Leases often permit or prevent certain types of	Yes	
activity relating to the use of the property, those	No 🗆	
referred to in question (25) are examples. Are there any other conditions or restrictions in the lease	Don't know	
which could significantly impact on a person's use	Don't know 🗇	
of the property?		
/		
31a, if "yes", please specify.		
Explanatory Notes to Numbered Items		
Explanatory notes to Name of the second		
	a pround cont is payable, although it is possible that an	
23. The landlord will normally be the person to whom the	rd's behalf. The person of the organisation to whom the	
learnice charge is navable may be your laudlord or h	lead landlord of a residents: management company —	
you should find the landlord's details on your latest	service charge demand. It is also possible that all agent	
has been employed to collect service charges on th	eir denait.	
24. 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 sin	ce the lease was first granted.	
25. This information will be found in the lease.		
<i>/</i>		
26. This information will be found on the previous year's	s service charge demands.	
28. Leaseholders should have been notified of this as p	art of the required consultation process where their	
contribution towards the work exceeds £250.	·- ,	
	ou of the leave although comptimes this is hald by the	
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 to	hat the managing agent will be able to provide a copy of	
the lease.		

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## **Energy Performance Certificate**



Current

Potential

73

128 Spashett Road LOWESTOFT Suffolk NR32 4DH Dwelling type: Mid-terrace house
Date of assessment: 21 January 2010
Date of certificate: 21 January 2010

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

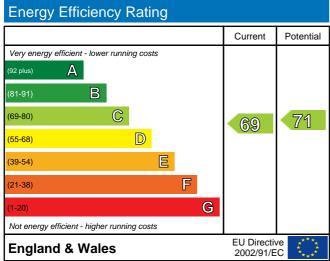
Reference number: 8020-6629-7960-1149-5922 Type of assessment: RdSAP, existing dwelling

Total floor area: 84 m<sup>2</sup>

Very environmentally friendly - lower CO2 emissions

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

(92 plus)



(81-91) B
(69-80) C
(55-68) D
(39-54) E
(21-38) F
(1-20) G
Not environmentally friendly - higher CO<sub>2</sub> emissions
England & Wales
EU Directive 2002/91/EC

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

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

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

	Current	Potential
Energy use	238 kWh/m² per year	215 kWh/m² per year
Carbon dioxide emissions	2.9 tonnes per year	2.6 tonnes per year
Lighting	£43 per year	£43 per year
Heating	£508 per year	£472 per year
Hot water	£127 per year	£110 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impacts of the fuels used for cooking or running appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will evolve.

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



Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendations report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

#### About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by BRE Certification, 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: BREC200657
Assessor's name: Sydney Wells
Company name/trading name: Consultant

Address: Middlewood Lodge, Common Road, Shelfanger, Diss, Norfolk, IP22 2DP

Phone number: 01379 643 370

Fax number:

E-mail address: energydrct@aol.com Related party disclosure: No related party

#### 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.breassessor.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 in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

#### About the impact of buildings on the environment

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

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple 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 Department for Communities and Local Government 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 Department is the controller of the data on the register for Data Protection Act 1998 purposes.
- Learn more about energy efficiency and reducing energy consumption.

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at www.epcregister.com

QSapDesktop 7.0.3 (SAP 9.83)

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

128 Spashett Road LOWESTOFT Suffolk NR32 4DH Date of certificate: 21 January 2010

Reference number: 8020-6629-7960-1149-5922

#### Summary of this home's energy performance related features

The table below gives an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology against the following scale: Very poor / Poor / Average / Good / Very good. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Elements	Description	Current pe Energy Efficiency	erformance Environmental
Walls	Cavity wall, filled cavity	Good	Good
Roof	Pitched, 250 mm loft insulation	Good	Good
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, room thermostat and TRVs	Good	Good
Secondary heating	Room heaters, wood logs	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in all fixed outlets	Very good	Very good
Current energy efficiency rating		C 69	
Current environmental impact (CO <sub>2</sub> ) rating			C 70

#### Low and zero carbon energy sources

The following low or zero carbon energy sources are provided for this home:

Biomass secondary heating

#### 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.

Higher cost measures	Typical savings per year	Performance ratings after improvem Energy efficiency Environmenta	
1 Replace boiler with Band A condensing boiler	£53	C 71	C 73
Total	£53		
Potential energy efficiency rating		C 71	
Potential environmental impact (CO <sub>2</sub> ) rating			C 73

#### 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.

2 Solar water heating	£24	C 73	C 75
3 Solar photovoltaic panels, 2.5 kWp £172		B 83	B 85
Enhanced energy efficiency rating		B 83	
Enhanced environmental impact (CO <sub>2</sub> ) rating			B 85

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

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

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.

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

#### 1 Band A condensing boiler

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

#### 2 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.

#### 3 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 scheme<sup>1</sup>, 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.

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

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



#### Sale statement

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

128 Spashett Road Lowestoft Suffolk NR32 4DH

#### About this form:

Under the Home Information Pack (No.2) Regulations 2007, you must provide the following information in your Home Information Pack and may use this form to do so.

Someone else can complete this form on behalf of a seller.

If the property has not yet been completed or converted, please answer the questions as if the property has been completed or converted.

Please answer all questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

#### Seller's check of this form

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

	S	Statement
1. Is the property a flat of	<b> </b>	□ Flat (incl. maisonette) <b>or</b> ☑ House (incl. bungalow)
2. If it is a flat, what type		<ul><li>☐ Purpose built block</li><li>☐ Converted house or</li><li>☐ Conversion of commercial premises</li></ul>
3. The property is (or wi	.   [	<ul> <li>✓ Freehold</li> <li>☐ Commonhold</li> <li>☐ Leasehold starting (or likely to start) from and with years left on the lease</li> </ul>
The title to the interest being sold is:		<ul> <li>☑ The whole of a registered estate</li> <li>☐ Part of a registered estate</li> <li>☐ The whole of an unregistered estate</li> <li>☐ Part of an unregistered estate</li> </ul>
5. Name(s) of seller	J	JOAN MARY BIRD and DONALD ARTHUR BIRD
6. The capacity of the se		<ul> <li>☑ The owner or owners</li> <li>☐ A representative with the necessary authority to sell the property for an owner who has died</li> <li>☐ A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)</li> <li>☐ Other (please give details):</li> </ul>
7. The property is being	<b> </b>	<ul> <li>✓ With vacant possession</li> <li>☐ Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:</li> </ul>

Date: 20 January 2010



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 SK249880

Edition date 27.11.2008

- This official copy shows the entries on the register of title on 20 Jan 2010 at 15:55:16.
- 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 20 Jan 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Kingston upon Hull Office.

## A: Property Register

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

SUFFOLK : WAVENEY

- 1 (12.03.2004) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 128 Spashett Road, Lowestoft (NR32 4DH).
- 2 (12.03.2004) The Transfer dated 2 February 2004 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 3 (12.03.2004) The Transfer dated 2 February 2004 referred to in the Charges Register contains a provision as to 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 (12.03.2004) PROPRIETOR: JOAN MARY BIRD and DONALD ARTHUR BIRD of 128 Spashett Road, Lowestoft, Suffolk NR32 4DH.
- 2 (12.03.2004) The price stated to have been paid on 2 February 2004 was £38,000.
- 3 (27.11.2008) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 4 (27.11.2008) RESTRICTION: No disposition of the registered estate, other than a disposition by the proprietor of any registered charge registered

## B: Proprietorship Register continued

before the entry of this restriction, is to be registered without a certificate signed by the applicant for registration or their conveyancer that written notice of the disposition was given to Creation Consumer Finance Limited at c/o Greenhalghs Solicitors, Elite House, 15 Beech Hall Street, Wigan WN6 7HX, being the person with the benefit of an interim charging order on the beneficial interest of Donald Bird made by the Clerkenwell & Shoreditch County Court on 11 November 2008 (Court reference 8EC07098).

## C: Charges Register

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

1 (12.03.2004) A Transfer of the land in this title dated 2 February 2004 made between (1) Waveney District Council and (2) Joan Skilton and Donald Bird contains restrictive covenants.

NOTE: Copy filed.

- 2 (01.06.2007) REGISTERED CHARGE dated 20 February 2007.
- 3 (28.12.2007) Proprietor: LLOYDS TSB BANK PLC (Co. Regn. No. 2065) of Barnett Way, Gloucester GL4 3RL.

### 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 20 January 2010 shows the state of this title plan on 20 January 2010 at 15:53:18. 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 .

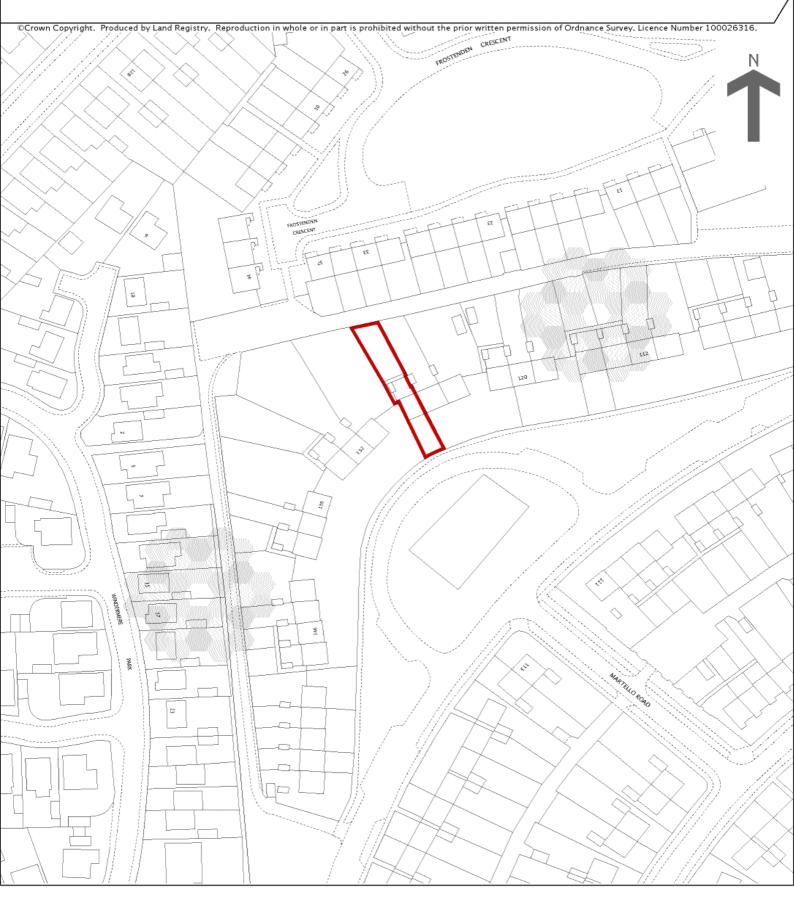




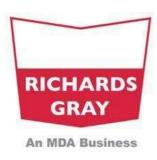
# Land Registry Official copy of title plan

Title number **SK249880**Ordnance Survey map reference **TM5394NE**Scale **1:1250**Administrative area **SUFFOLK: WAVENEY** 









## **Personal Search Report**

For the attention of: Pisces User

Company Name: Search Choice Ltd

**Your Ref:** 147684 **Our Ref:** 6317013

Property Address: 128 Spashett Road

Lowestoft NR32 4DH

Search Prepared and

Conducted By:

Mark Ward

**Date:** 02/Feb/2010

Richards Gray has a contractual relationship/personal relationship with:

Name of Vendor:Details not ProvidedName of Estate Agents:Details not ProvidedName of HIP Provider:Search Choice Ltd LAName of Solicitor/Conveyancer:Details not Provided







This search has been produced by Richards Gray which is a trading name of MDA SearchFlow Limited, registered with the Property Codes Compliance Board as a subscriber to the Search Code. MDA SearchFlow Limited is registered in England & Wales with company number 04084804. Registered Office: Eversheds House, Great Bridgewater Street, Manchester, M1 5ES. VAT Number 765208620.

#### **Planning and Building Regulations** 1

1.1 Planning and Building Regulation Decisions and Pending Applications

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

1.1 (a)	a planning permissions	Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.
1.1 (b)	a listed building consent	Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.
1.1 (c)	a conservation area consent	Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.
1.1 (d)	a certificate of lawfulness of existing use or development	Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.
1.1 (e)	a certificate of lawfulness of proposed use or development	Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.
1.1 (f)	building regulation approval	Please refer to the Building Control Register as applicable.
1.1 (g)	a building regulation completion certificates	Please refer to the Building Control Register as applicable.
1.1 (h)	Certificate of compliance of a replacement window, roof light, roof window or glazed door.	Please refer to the Building Control Register as applicable.
	How can copies of any of the above be obtained?	By Written Application to the Building Control Department/Planning Department.
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	Please see Additional Information

#### Roads

plan?

(a)	f the roads, footways and footpaths named in the aphighways maintainable at public expense	Spashett Road - Is Adopted
(b)	subject to adoption and, supported by a bond or bond waiver.	N/A
(c)	to be made up by a local authority who will reclaim the cost from the frontagers; or	N/A
(d)	to be adopted by a local authority without reclaiming the cost from the frontagers?	N/A
	comments regarding the above roads	

3.1	is the property included in land required for public pu	
3.2	Land to be acquired for Road Works	No
0.2	Is the property included in land to be acquired for road works?	No
3.3	Drainage Agreements and Consents  Do either of the following exist in relation to the propo	erty-
3.3 (a)	An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or	If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:
		Geodesys (Anglian Water Services Ltd) PO Box 485 Huntingdon PE29 6YB
3.3 (b)	An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?	If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:
		Geodesys (Anglian Water Services Ltd) PO Box 485 Huntingdon PE29 6YB
3.4	Nearby Road Schemes Is the property (or will it be) within 200 metres of any following -:	of the
3.4 (a)	the centre line of a new trunk road or special road specified in an order, draft order or scheme;	No
3.4 (b)	the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	No
3.4 (c)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes;	No
3.4 (d)	the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;	No
3.4 (e)	the centre line of the proposed route of a new road under proposals published for public consultation; or	No
3.4 (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

## 6317013

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?  Traffic Schemes	No
3.0	Has a local authority approved but not yet implemented of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the pro	_
3.6 (a)	permanent stopping up or diversion	No
3.6 (b)	waiting or loading restrictions	No
3.6 (c)	one way driving	No
3.6 (d)	prohibition of driving	No
3.6 (e)	pedestrianisation	No
3.6 (f)	vehicle width or weight restriction	No
3.6 (g)	traffic calming works including road humps	No
3.6 (h)	residents parking controls	No
3.6 (i)	minor road widening or improvement	No
3.6 (j)	pedestrian crossings	No
3.6 (k)	cycle tracks	No
3.6 (I)	bridge construction	No
3.7	Outstanding Notices  Do any statutory notices which relate to the following matters subsist in relation to the property other than th revealed in a response to any other enquiry in this Schedule:	ose
(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 a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations? Notices, Orders, Directions and Proceedings under Planning Acts	No
	Do any of the following subsist in relation to the proper or has a local authority decided to issue, serve, make o commence any of the following:-	

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3.9 (a)	an enforcement notice	No
3.9 (b)	a stop notice	No
3.9 (c)	a listed building enforcement notice	No
3.9 (d)	a breach of condition notice	No
3.9 (e)	a planning contravention notice	No
3.9 (f)	another notice relating to breach of planning control	No
3.9 (g)	a listed building repairs notice	No
3.9 (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
3.9 (i)	a building preservation notice	No
3.9 (j)	a direction restricting permitted development	No
3.9 (k)	an order revoking or modifying planning permission	No
3.9 (I)	an order requiring discontinuance of use or alteration or removal of building or works	No
3.9 (m)	a tree preservation order	No
3.9 (n)	proceedings to enforce a planning agreement or planning contribution?	No
3.10	Conservation Area Do the following apply in relation to the property-	
3.10 (a)	(a) the making of the area a Conservation Area before 31 August 1974; or	No
3.10 (b)	(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 adjacent to or adjoining the property which has been identified as contaminated land because it is such a condition that harm or pollution of controlled waters m	
3.12 (a)	be caused on the property):- a contaminated land notice;	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.
3.12 (b)	in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would be wear recommend that you
	(i) a decision to make an entry; or	is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be

## 6317013

consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

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3.12 (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

#### 3.13 Radon Gas

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

If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

Property is shown within an area not affected by Radon Gas on the Radon Atlas produced by the Health Protection Agency. We recommend that you obtain an "Envirosearch Residential" that details Radon Affected Areas and Level of Protective Measures. Please contact us to order this report.

## Local Land Charges Register Parts Applicable are listed below

#### No Entries Revealed

## **Planning Register**

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

#### No Entries Revealed

## **Building Control Register**

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

application to the council but m	haybe subject to a fee. The council address is shown at the end of this report)
Date	Reference
Other details	
No entries revealed	
Additional Information	
Local Plan Policies	
Districts Draft :	
None	

## LOCAL DEVELOPMENT FRAMEWORK:

Local Development Framework Policies are currently under review %u2013 for further information regarding LDF Progress and possible future changes in planning policy please contact Councils Forward Planning Department.

Current Local Authority records indicate that there are no confirmed Local Development Framework Site Specific Policies affecting property - however future expansion of housing is planned - further information regarding LDF Progress can be found on Councils Web Site.

## **General Information About This Search**

### **Reference Source Information**

Save for information provided verbally by a member of the council, all the information in this report has been obtained by a physical inspection of the Local Land Charges Register, the Planning Register, the Local and/or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites and the Highways Agency website.

If you wish to obtain copies of any documents you should submit a written application to the council offices located at: -

Waveney District Council Town Hall High Street Lowestoft Suffolk NR32 1HS

#### **Declaration**

To the best of our knowledge neither the person/s named on the front page that prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report

## **Complaints Procedure**

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

- Acknowledge your complaint within 5 working days of receipt.
- Try and resolve your complaint fully within 4 weeks of receipt. If there are valid reasons for consideration of
  the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer
  and you will receive a response at the very latest within 8 weeks.
- Liaise with counselling organisations acting on your behalf, if you ask us to.
- Send you a final decision on the complaint in writing.

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

Complaints should be sent to:

Customer Services, Richards Gray Cardiff, 42 Kings Hill Avenue, Kings Hill, West Malling Kent, ME19 4AJ (Telephone: 01189 347800) Email (info@richardsgray.co.uk)

## **Terms of Preparation of Search**

This search report has been prepared with reasonable care and skill by trained staff. Any responsible person may copy or issue a copy of this report for the purposes of complying with any of the following provisions: Regulations 5, 6, 8(i)(ii), 8(k), 8 (I) and 24 of the Home Information Pack (no.2) Regulations 2007 and sections 156(1), (2) and (11) of the Housing Act 2004.

## **Third Party Contractual Rights**

This search report has been prepared for the Richards Gray client referred to on page 1of the report but any of the contractual provisions required by the Home Information Pack (no.2) Regulations 2007 may be enforced by the seller, a potential or actual buyer of the property and a mortgage lender in respect of the property, and may be enforced by such persons in their own right whether or not they are a party to such a contract.

## **Person Responsible**

MDA SearchFlow Ltd is a company registered in England & Wales under company number 04084804 with its Registered Office at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES and is the person responsible in respect of any negligent or incorrect entry in the records searched; any negligent or incorrect interpretation of the records searched; and any negligent or incorrect recording of that interpretation in the search report.

#### Insurance

This search is covered by indemnity insurance to cover any liability under the Home Information Pack (no.2) Regulations 2007 including liability arising from missing or erroneous answers. The insurance policy provided by First Title is attached to this report.

#### **FSA**

MDA SearchFlow Limited is FSA registered (312643)

#### **TERMS & CONDITIONS**

Please note that our terms & conditions can be viewed by visiting our website at: www.searchflow.co.uk

If you do not have access to the website you can request a copy by writing to us at 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ

## PCCB - Search Code

#### **Consumer Information**

#### **Important Protection**

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential properties 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
- Deal promptly with queries raised on search reports
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards

### **Keeping to the Search Code**

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

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

IPCAS Contact Details: Telephone: 020 7520 3800 E-mail: info@idrs.ltd.uk

You can also get more information about the PCCB and IPCAS from the PCCB website at: www.propertycodes.org.u k

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



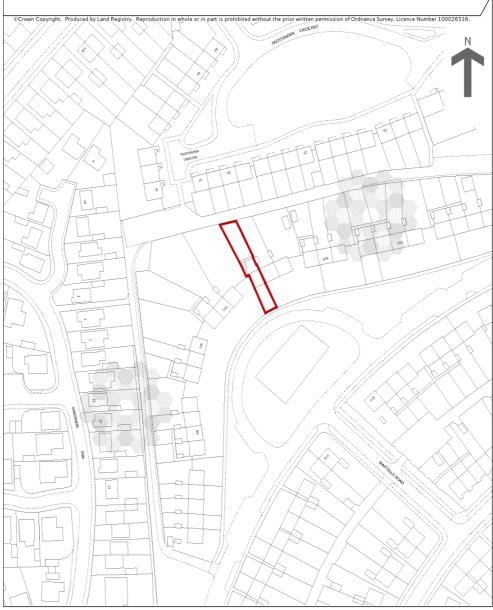
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## Land Registry Official copy of title plan

Title number **SK249880**Ordnance Survey map reference **TM5394NE**Scale **1:1250**Administrative area **SUFFOLK: WAVENEY** 







Form No SRIP 11/08

#### SEARCH REPORT INSURANCE POLICY

Policy Issuer: MDA SearchFlow Limited Policy Number: 60-026-000000

#### Definitions

In this policy unless the context otherwise requires:

- "Actual Loss" (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
  - in respect of a Buyer: 1.1.1
    - the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect (a) of an Adverse Entry
    - the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
    - the amount required to pay any charges or other financial liabilities registered against the Land
  - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
  - in respect of a Seller: actual financial loss 113
  - in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse 114 Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 "Adverse Entry" means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- "Appropriate Body" means a local authority or other public body providing information to be included in a Search Report. 1.3
- 1.4
- "Authorised Expenses" means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
  "Bordereau" means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties 1.5 insured under the terms of this policy.
- "Buyer" means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land. 1.6
- 1.7 "First Title" means First Title Insurance plc.
- "HIP" means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or re-1.8 enactment of them in force at the Policy Date.
- 1.9 "Insured" means all or any of:
  - 1.9.1 a Buyer
  - a Potential Buver 192
  - a Seller 1.9.3
  - 1.9.4 a Lender
- 1.10 "Know, Known or Knowing" means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.11 "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.12 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured 1.13 making a claim and by First Title.
- "Policy Date" means the date on which the Search Report was prepared. 1.14
- "Policy Issuer" means MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing 1.15 Report Agency who will not be an insured under this Policy.
- 1.16 "Potential Buyer" means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.17 "Search Report" means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or reenactment of them in force at the Policy Date) obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- "Seller" means a person selling the Land. 1.18

#### Coverage Statement

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or both of the following:

- indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.

#### Exclusions

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from any of the following matters:

- risks that:
  - 3.1.1 that Insured creates, allows or agrees to at any time
  - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
  - 313 do not cause that Insured any loss
  - occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date 3.1.4
  - 3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

#### Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

- An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 11/08
  5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT

  - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171
  - 5.1.3 by e-mail to legal&claims@first

SRIP/11/08



5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

#### 6. Defence and prosecution of actions and an Insured's duty to co-operate

- 6.1 First Title may at its own expense and without unreasonable delay defend the Insured in litigation concerning any adverse matter referred to in paragraph 2.1
- 6.2 First Title will be entitled to select the lawyer to act and First Title will not be liable for and will not pay the fees of any other lawyer.
- 6.3 First Title may pursue any litigation (including appeals) to final determination by a court and reserves the right in its sole discretion to appeal any judgment or order
- 6.4 First Title will consult with the Insured on all matters arising under a claim.

#### 7. Proof of loss and deadline for advising of loss

- 7.1 An Insured must give First Title a written statement detailing the amount of that Insured's loss and the method that that Insured used to compute that amount.
- 7.2 The statement must be given to First Title not later than 90 days after that Insured knows of the facts which will let the Insured establish the amount of the Insured's loss.

#### 8. Settling claims and termination of liability

If an Insured makes a claim under this policy for which First Title is liable or in any other way First Title learns of a matter or circumstance for which First Title is or may be liable First Title can do one or more of the following:

- 8.1 pay that Insured the amount of indemnity cover in accordance with the definition of Actual Loss in paragraph 1.1 together with any Authorised Expenses; or
- 8.2 purchase the debt secured by a mortgage for the amount owed under it together with any interest and Authorised Expenses. In those circumstances the Lender must transfer or assign the mortgage together with any collateral securities and credit enhancements to First Title on receipt of payment and give all necessary notices of that transfer or assignment; or
- 8.3 pay or otherwise settle any claim with other parties for or in the Insured's name together with any Authorised Expenses; or
- 8.4 pay or otherwise settle with the Insured the Actual Loss provided for under this policy together with any Authorised Expenses.

#### Determination and extent of liability

The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

#### 10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation,

or

- 10.2 if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

#### 11. Reduction of indemnity and reduction or termination of First Title's liability

The amount of indemnity cover payable by First Title under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- 11.1 all payments under this policy except for Authorised Expenses;
- the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
- 11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties

provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

#### 12. Payment of loss

When the extent of an Insured's loss and First Title's liability under this policy have been finally determined, First Title will pay that amount to that Insured within 30 days of its determination.

#### 13. Subrogation

If First Title agrees to indemnify or defend an Insured under this policy in respect of any claim then regardless of whether or not actual payment has been made First Title will immediately be subrogated to any rights, contractual or otherwise, which that Insured may have in connection with that claim, the mortgage or the Land. If First Title asks, the Insured must transfer to First Title all of the Insured's rights and remedies against any person or property that, in First Title's opinion, might be necessary to perfect this right of subrogation.

#### 14. Liability limited to this policy

This policy and any endorsements to it given in writing by First Title will be the entire contract between each Insured and First Title.

#### 15. Severability

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be severed from and will not be taken to have affected the remaining provisions.

### 16. Governing law and jurisdiction

This policy will be governed by the law of England and Wales and the courts of England and Wales.

#### 17. Cancellation rights

No Insured will be entitled to cancel the insurance given to it so as to affect the rights of any other Insured and no refund of premium will be payable.

#### 18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference **SRIP 11/08** and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.

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#### POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



#### 1. This summary.

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

#### The Insurer.

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

#### 3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or re-enactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

#### 4. What does the policy not cover?

All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

#### 5. Limitations of the Policy.

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

#### Cancellation Terms.

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

#### 7. Term of the policy.

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

#### 8. Claims

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

#### 9. Queries

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

#### 10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/11/08.

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

#### 11. Compensation

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

#### 12. Price

The premium for the Search Report Insurance is £5.00 plus IPT.

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MDA Searchflow Limited 42 Kings Hill Avenue Kings Hill West Malling Kent ME19 4AJ

- 1 The Financial Services Authority (FSA) The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require us to give you this document. Use this information to decide if our services are right for you.
- 2 Whose products do we offer? We only offer a product from First Title Insurance plc for Search Report Insurance.
- 3 Which service will we provide you with? You will not receive advice or a recommendation from us for Search Report Insurance.
- 4 What will you have to pay us for our services? There is no fee payable to us for organising the Search Report Insurance.
- 5 Who regulates us? MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing Report Agency is authorised and regulated by the Financial Services Authority (FSA). MDA SearchFlow Limited's FSA Registration number is 312643. Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website <a href="https://www.fsa.gov.uk/register">www.fsa.gov.uk/register</a> or by contacting the FSA on 0845 606 1234.

## Search Report Insurance Policy Demands & Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report.

Under the Financial Services Authority regulations we are required to advise details of the contract of insurance recommended.

We only deal with First Title Insurance plc for Search Report Insurance, Our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Corporation, a Fortune 500 company listed on the New York Stock Exchange and the world's leading provider of title information and property related services.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.



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Order Reference: B675133-1 Produced on: 22 January 2010

## **Drainage and Water Enquiry**

Responses as required by the Home Information Pack Regulations 2007

The information in this document refers to:

128 Spashett Road Lowestoft

This document was produced by:

Geodesys PO Box 485 Huntingdon PE29 6YB

**NR32 4DH** 

This document was ordered by:

Search Choice 200 DELTA BUSINESS PARK SWINDON WILTSHIRE SN5 7XP

Customer reference: 7419038

For any queries relating to this report please contact our customer services team on 01480 323889, quoting order reference: B675133-1.

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



Tel: +44 (0) 1480 323889 Fax: +44 (0) 1480 323890 www.geodesys.com



## 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 128 Spashett Road, Lowestoft, NR32 4DH complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to regulation 8(I) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Antony Webb (Anglian Water Services Ltd. T/A Geodesys) and Andrew Cowan (Essex & Suffolk Water) who have no, nor are likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Antony Webb (Anglian Water Services Ltd. T/A Geodesys) and Andrew Cowan (Essex & Suffolk Water) who have no, nor are likely to have, any personal or business relationship with any person involved in the sale of the property. This was requested on 20 January 2010 and completed on 22 January 2010

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 included indicates that there is a public sewer, disposal main or lateral drain 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. The company's records confirm that there is not a statutory agreement or consent in respect of building over a public sewer at this property. For historical reasons the company may not be aware of some agreements or consents which have been entered into by the local authority.

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:

Essex & Suffolk Water PO Box 292 Durham DH1 9TX Tel: 0845 782 0111

Tel: 0845 782 0111 www.eswater.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. Essex & Suffolk Water is a trading name of Northumbrian Water Limited (a company registered in England under no. 2366703

whose registered office is at Head Office, Abbey Road, Pity Me, Durham, DH1 9ZR).

## 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.

Essex & Suffolk Water

PO Box 292 Durham DH1 9TX Tel: 0845 782 0111 www.eswater.co.uk

is the water undertaker for the area.

#### Informative

Essex & Suffolk Water is a trading name of Northumbrian Water Limited (a company registered in England under No. 2366703 whose registered office is at Head Office, Abbey Road, Pity Me, Durham DH1 9ZR).

## Question 13 Is the property connected to mains water supply?

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

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

**Answer** The map of waterworks is provided by Essex & Suffolk Water, PO Box 292, Durham DH1 9TX,

Tel: 0845 782 0111, www.eswater.co.uk does not indicate any water mains, resource mains or

discharge pipes within the boundaries of the property.

The boundary of the property has been determined by reference to the Ordnance Survey record. Informative

The map of waterworks has been supplied by Essex & Suffolk Water of PO Box 292, Durham, DH1 9TX.

## Question 15 What is the current basis for charging for sewerage and water services at the property?

**Answer** The charges are based on the rateable value of the property of £182.00 and the charge for the

current financial year is £467.66.

The property reference number is: 0016304635

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.

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.

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

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

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?

Records confirm that a surface water drainage charge is payable for the property at £35.00 for **Answer** 

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 not served by a water meter.

Informative Where the property is not served by a water meter and the customer wishes to consider this method of charging they should

contact:

Essex & Suffolk Water PO Box 292 Durham DH1 9TX Tel: 0845 782 0111 www.eswater.co.uk

## 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:

Essex & Suffolk Water

PO Box 292 Durham DH1 9TX Tel: 0845 782 0111 www.eswater.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

Essex & Suffolk Water investigates all infringements of water quality standards thoroughly and take 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 and advise them not to drink the water until the risk had been removed.

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 100,000 (approx. 40,000 properties) 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.

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.

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.

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.

If you require further advice regarding these failures please contact Essex & Suffolk Water's Contact Centre on 0845 782 0999.

## 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 no such authorised departures for the water 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.

Informative

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 2.9 kilometres North of the property. The name of the sewage treatment works is LOWESTOFT STW, which is the responsibility of Anglian Water.

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.

Ref:7419038

## **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-

- 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-

- 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 (a) communicates or is to communicate: or
- (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-

- 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
- 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-

- by virtue of a scheme under Schedule 2 to the Water Act 1989(i); (a)
- by virtue of a scheme under Schedule 2 to the 1991 Act (j); (b)
- (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 (I);

"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-

- 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 (a) source of supply; or
- 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.

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

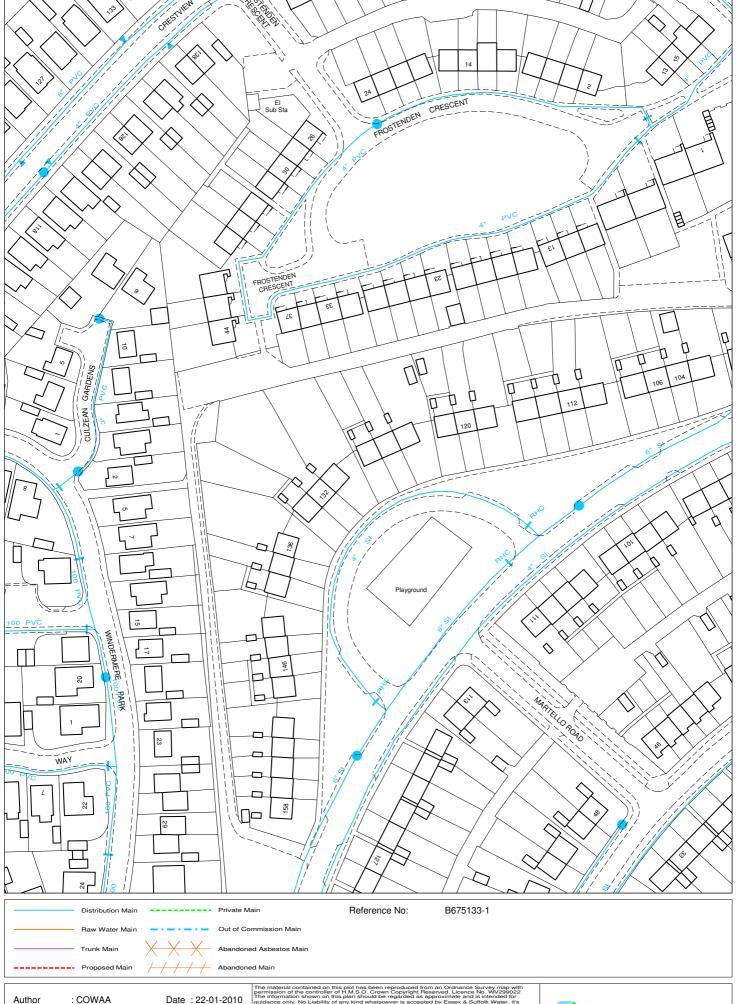
- 4.1 The Customer, the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of the Company. No intellectual or other 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.

## <u>Payment</u>

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.



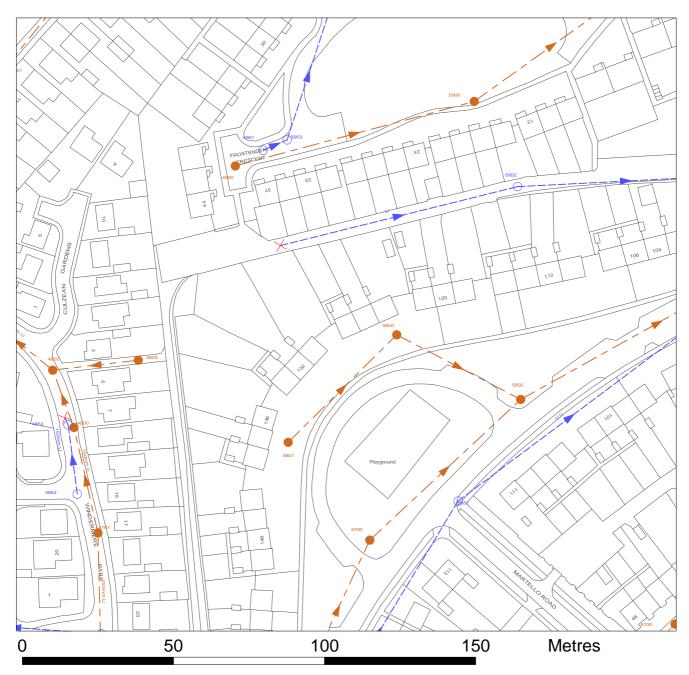
Author : COWAA Date: 22-01-2010 Title : WATER - '99342' Sheet: TM5394NE

Centre Point : 653522,294865 Scale: 1:1250 The material contained on this plot has been reproduced from an Ordnance Survey map with permission of the controller of H.M.S.O. Crown Copyright Reserved. Licence No. WV299022 The information shown on this plan should be regarded as approximate and is intended for survey of the plant must be established by taking trial holes in all cases. Essex & Suffok Water must be given two working days notice of their intention to excavate trial holes.

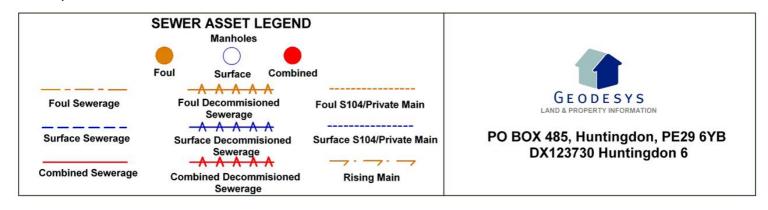
Private connections are not shown but their presence should be anticipated.

WARNING...Where indicated on the plan there could be abandoned asbestos cement material or shards of pipe. If excavating in the vicinity of these abandoned asbestos cement materials are shard or the plant of th





Map Centre 653522, 294863



Title: B675133-1 Date: 21/01/2010 09:48 Scale: 1:1250





# **Home Information Pack**



Homefast Property Services Ltd.

Telephone; 0844 248 6736 Fax: 0844 248 6777

DX 142642 St Albans 18 E-mail: hips@homefast.co.uk Website: www.homefast.co.uk



