Home Information Pack

6 Bay Wynd Cambois Blyth Northumberland NE24 1SJ



A market leading service from professional property people





Contents

Basic Pack Documents Title Information Search Reports





Basic Pack Documents



Home Information Pack Index

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

6 Bay Wynd Cambois Blyth Northumberland NE24 1SJ

About this form:

This Index Statement has been included under the Home Information Pack (No. 2) Regulations 2007.

All the documents in your Home Information Pack are listed in the index, whether or not they are required or authorised.

Required documents need to be included in all cases where relevant: authorised documents do not. Please seek professional advice if you are unsure about what to include in your Home Information Pack.

Where a document required by the Regulations is unavailable or unobtainable, this index will indicate that a required document is missing, which document it is and the reason why.

Where the document exists and can be obtained, the index will indicate the steps being taken to obtain it and the date by which it is expected. It will also indicate the reason for a delay or any likely delay.

The Regulations explain what documents are required to go in the Home Information Pack, and which documents are authorised to be included. Guidance on the Regulations is available at www.homeinformationpacks.gov.uk

PART 1 – General – Required Documents

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

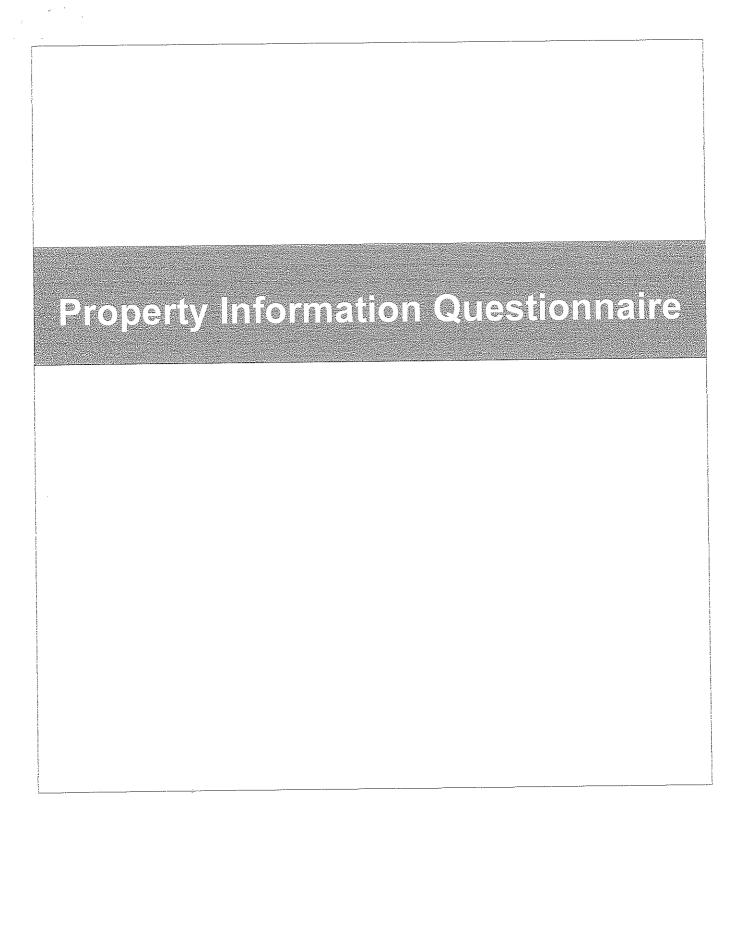
Column 1	Column 2	Column 3
Home Information Pack document	Included ☑ date on document and any further information	If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
1. Index	⊠ 19/06/2009	
2. Property Information Questionnaire	⊠ 19/06/2009	
2a. Energy Performance Certificate and Recommendation Report – or :	⊠ 18/06/2009	
2b. Predicted Energy Assessment		
3. Sale statement	⊠ 18/06/2009	

Title information			
Official copy of the individual register (for registered properties only)	⊠ 18/06/2009		
5. Official copy of the title plan (for registered properties only)	⊠ 18/06/2009		
6. Certificate of official search of the index map (for unregistered properties only)			
7. Documents provided by seller to prove title (for unregistered properties only)			
8. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession			

Sea	Search reports			
9.	Local Search Authority			
10.	Drainage and water enquiries			

PART 2– Authorised Documents

Home Information Pack document	Included ⊠ date on document and any further information
Please list any authorised documents that have be	een included relevant to this property below:
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	



Property informetion Questionnalic Part 1 About this form -This form should be completed by the seller. The seller may be the owner or owners; a representative with the necessary authority to sell the property for an owner who has died; a representative with the necessary authority to sell the property for a living owner (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner. If you are the seller, you should be aware -Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale. Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form. If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible. If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately. If you are an estate agent you should be aware -This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack. The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller. If you are the buyer you should be aware -This information contained in this document should have been completed truthfully and accurately by the seller. However, the information only relates to the period during which the seller has owned the property (see question 1) and does not replace official documents or legal information and you should confirm any information with your conveyancer. The seller must provide the information set out in Part 1 of this questionnaire. Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

a. The postal address of the property b. The name of the seller c. The date the PIQ was completed 1. When was the property purchased? C. Is your property a listed building or contained in a listed building? ALL PROPERTIES 6 Bay wynd Cambols NE24 ISJ Hrs. Suzi + Mr Tim Smith Cambols NE24 ISJ No I Dock I month [2006] year Yes □ No III

	Don't know [
3. What council tax band is the property in?	A B C D E F G H
[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]	Band: [please select]
4. What parking arrangements exist at your property?	Garage
	Allocated parking space
	Driveway 🗹
	On street
	Resident permit
	Metered parking
	Shared parking
	specify other:
Other issues affecting the property	
5. Has there been any damage to your property as a	Yes 🛛
result of storm or fire since you have owned it?	No [
E distances	Don't know
5a. If "yes", please give details.	Rog tiles dislodged complete new
	roof to whole of building June 2009
	Roof tiles dislodged. Complete new roof to whole of building June 2009 10 year grantee. Copy attached.
6. If you have answered "yes" to question 5, was the	Yes 🗌
damage the subject of an insurance claim?	No ⊠
	Don't know
6a. If "yes", please state whether any of these claims are outstanding.	
7. Are you aware of any flooding at your property	Yes [
since you have owned it or before?	No 🔀
7a. If "yes", please give details.	
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 D
8a. If "yes", please give details.	0.1% (1 in 1000 or Less)

	100 Marie 100 Ma		
8b	. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.		
9.	Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?	Yes ☐ No ☑ Don't know ☐	
	. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.		
	ilities and Services		
10	. Is there central heating in your property?	Yes ⊠	
		No 🗌	
		Don't know	
40	 If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum). 		
11	. When was your central heating or other primary	Last serviced	[year] a report is/is not
l I	heating system last serviced?	available	
Account of the last of the las		Not serviced 🖂	
		Don't know	
12	When was the electrical wiring in your property last checked?	Last serviced available	[year] a report is/is not
		Not checked ⊠	
		Don't know	
,			

13. Please indicate which services are connected to your property:			
		Connected	
	ervices lectricity		
	9as	図	
	Vater mains or private water upply	X	
С	Orainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)		
The state of the s	elephone	図	
	Cable TV or Satellite	X	
E	Broadband	A	
Shanges to the prope	niy		
additions or extens bedroom or bathroo	ut any structural alterations, ions (e.g. provision of an extra om) to the property? The details of the nature of the	Yes □ No ☑ Don't know □	
14b. Was building regulation approval obtained?		Yes ☐ No ☐ Don't know ☐	
14c. Was planning permission obtained?		Yes ☐ No ☐ Don't know ☐	
14d. Was listed buildin	g consent obtained?	Yes No Don't know	
If the response was "no state why not (e.g. "not under approved persor	o" for any of (b) to (d), please t required" or "work completed n scheme").		

15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes ☐ No ☑ Don't know ☐
15a. If "yes", please give details of changes and	DOUT KHOW []
guarantees, if held.	
Access 16. Do you have right of access through any	Yes 🗌
neighbouring homes, buildings or land?	No 🗵
	Don't know
16a. If "yes", please give details.	
17. Does any other person have a right of access through your property?	Yes [
though you property.	No ⊠ Don't know □
17a. If "yes", please give details.	
, , a , , , , , , , , , , , , , , ,	
Leasehold properties	Von
18. Is your property a leasehold property?	Yes ☐ No ⊠
If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.	
quodiomiano.	
PART 2: LEASEHOLD PROPERTIES	
Only complete this part if the property is a leasehold pro-	
If the lease is a new one and has not yet been granted, the lease.	
Before entering into a binding commitment, buyers sho ownership by reading the lease and checking the position	ald confirm any matter relating to the leasehold on with their conveyance.
Additional information for leasehold properties	

19a. ground rent; and	
19b. service charges (if different from (a) above)?	
20. How many years does your lease have left to run?	
21. How much is your current annual ground rent?	
22. How much is your current annual service charge?	
23. How much is your current annual buildings	
insurance premium (if not included in the service	
charge)?	V [
24. Are you aware of any proposed or ongoing major works to this property?	Yes No
, , ,	Don't know
	DOIL F VIIOM
24a. If "yes", what type of works are they and what is	
the expected cost relating to this property (if known)?	
VIIOAATI);	
25. Deep the leave provent you from	
25. Does the lease prevent you from -	Yes [
25a. Sub-letting?	No 🗍
	Don't know
	Don't know [_]
25b. Keeping pets?	Yes 🗌
Zob. Neoping pero:	No 🗌
	Don't know
26. Does the lease allow you to:	
26a. Use a car park or space?	Yes 🗍
Zod. Odo u dai pasi oi opado.	No 🗍
	Don't know
	Tananan
26b. Have access to a communal garden (where	Yes [
applicable)?	No 🗌
	Don't know [
27. 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	
of the property?	
27a. If "yes", please specify.	

Explanatory Notes to Numbered Items

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

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

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Energy Performance Certificate

BLYTH



6, Bay Wynd Dwelling type: Semi-detached house Cambois Date of assessment: 17 June 2009

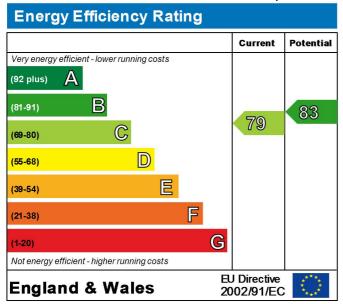
Date of assessment: 17 June 2009

Date of certificate: 18 June 2009

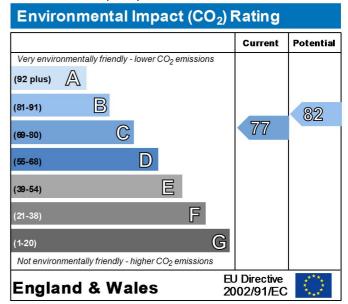
NE24 1SJ Reference Number: 8200-1536-5320-6496-6613

Total floor area: 77 m²

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



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



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

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

	Current	Potential
Energy use	161 kWh/m² per year	131 kWh/m² per year
Carbon dioxide emissions	2.1 tonnes per year	1.7 tonnes per year
Lighting	£69 per year	£39 per year
Heating	£268 per year	£241 per year
Hot water	£98 per year	£85 per year

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

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



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

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by RICS, 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: RICS200184
Assessor's name: Phillip Quigley

Company name/trading name: Northern Energy Assessors

Address: Victoria House

Hampshire Court, Newcastle Business Park, Newcastle-upon-Tyne,

NE4 7YL

Phone number: 01912463816 Fax number: 01912869238

E-mail address: phillip.quigley@northernenergyassessors.co.uk

Related party disclosure:

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at http://www.rics.org 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 every day measures that will save money, improve comfort and reduce the impact on the environment. Some examples are given at the end of this report.

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

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

Recommended measures to improve this home's energy performance

6, Bay Wynd Cambois BLYTH NE24 1SJ Date of certificate: 18 June 2009

Reference Number: 8200-1536-5320-6496-6613

Summary of this home's energy performance related features

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

Flamout	Describedian	Current Performance		
Element	Description	Energy Efficiency	Environmental	
Walls	Cavity wall, as built, insulated (assumed)	Good	Good	
Roof	Pitched, 200mm loft insulation	Good	Good	
Floor	Solid, insulated (assumed)	-	-	
Windows Fully double glazed		Good	Good	
Main heating	heating Boiler and radiators, mains gas		Good	
Main heating controls Programmer, TRVs and bypass		Poor	Poor	
Secondary heating None		-	-	
Hot water From main system		Good	Good	
Lighting Low energy lighting in 25% of fixed outlets		Average	Average	
Current energy efficien	cy rating	C 79		
Current environmental	impact (CO ₂) rating		C 77	

Low and zero carbon energy sources

None

Recommendations

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

Lauren annt management (um to CEOO)	Typical savings	Performance ratings after improvement	
Lower cost measures (up to £500)	per year	Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£24	B 81	C 78
Sub-total	£24		
Higher cost measures (over £500)			
2 Replace boiler with Band A condensing boiler	£45	B 83	B 82
Total	£69		
Potential energy efficiency rating		B 83	
Potential environmental impact (CO ₂) rating			B 82

Further measures to achieve even higher standards

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

3 Solar water heating	£20	B 84	B 83
4 Solar photovoltaic panels, 2.5 kWp	£159	A 95	A 94
Enhanced energy efficiency rating		A 95	
Enhanced environmental impact (CO ₂) rating			A 94

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

6, Bay Wynd, Cambois, BLYTH, NE24 1SJ 18 June 2009 RRN: 8200-1536-5320-6496-6613

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

Higher cost measures (typically over £500 each)

2 Band A condensing boiler

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

About the further measures to achieve even higher standards

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

3 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.

4 Solar photovoltaic (PV) panels

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

What can I do today?

Actions that will save money and reduce the impact of your home and 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

¹For 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.

6, Bay Wynd, Cambois, BLYTH, NE24 1SJ 18 June 2009 RRN: 8200-1536-5320-6496-6613 Recommendations

suggested) and use the timer to ensure you only heat the building when necessary.

- 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.

¹For 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.

6 Bay Wynd Cambois Blyth Northumberland NE24 1SJ

About this form:

This Sales Statement has been included under the Home Information Pack (No.2) Regulations 2007.

Seller's check of this form

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

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



Title Information



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 ND140852

Edition date 01.05.2009

- This official copy shows the entries on the register of title on 18 Jun 2009 at 15:25:45.
- 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 18 Jun 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Durham Office.

A: Property Register

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

NORTHUMBERLAND

- 1 (14.11.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 6 Bay Wynd, Cambois, Blyth NE24 1SJ.
- There are excluded from this registration the mines and minerals excepted by a Conveyance of the land in this title and other land dated 12 June 1923 made between (1) The Right Honourable Rosemond Cornelia Gwyladys Viscountess Ridley (Vendors) and (2) The Cowpen Coal Company Limited (Purchasers) in the following terms and the land is also subject to the following rights reserved thereby:-

(EXCEPT AND RESERVED) unto the Vendors their heirs cestuis que trusts and assigns $% \left(1\right) =\left(1\right) +\left(1\right) +$

Right to build to any height on any adjoining or neighbouring land of the Vendors notwithstanding that the same might affect or diminish the light or air then or thereafter to be enjoyed by the occupiers for the time being of any buildings then or thereafter on the land thereby conveyed

AND ALSO EXCEPT AND RESERVED unto the Vendors their heirs cestuis que trust and assigns and other the person or persons entitled thereto all mines quarries and minerals as well opened as unopened within and under the land thereby conveyed with all necessary or convenient powers for searching for winning working and carrying away the same and any other mines quarries and minerals whatsoever and with power also to make drifts tunnels aircourses and watercourses within and under the said land and to use the same drifts tunnels aircourses and watercourses for any purpose whatsoever and as regards all the said powers without any obligation to leave support for the land thereby conveyed or any building or erections thereon reasonable compensation being paid to the Purchasers for injury done in the exercise of all or any of the aforesaid powers to the surface of the said land or to any buildings thereon Provided Always that no person or persons who in exercising any of the reserved powers should do or occasion such injury and that there should be no liability to make compensation for any damage to injury to buildings or other erections

A: Property Register continued

drains sewers or other works arising entirely from operations which should have been carried out prior to the erection or construction of such buildings erections drains sewers or other works.

3 There are excluded from this registration the mines and minerals excepted by the Conveyance dated 31 October 1984 referred to in the Charges Register in the following terms and the land is also subject to the following rights reserved thereby:-

"EXCEPT AND RESERVING to the Coal Board and where applicable to the Company the interests rights powers and easements specified in the Second Schedule to this Conveyance TO HOLD the Conveyed Land (except and reserved as aforesaid) unto the Purchaser in fee simple SUBJECT to the matters set out in the Third Schedule to this Conveyance

THE SECOND SCHEDULE

Exceptions and Reservations

- ALL interests of the Coal Board in any mines beds and seams of coal and other minerals in or under the Conveyed Land TOGETHER WITH all necessary rights powers and easements for searching for winning working getting and carrying away by underground operations only the said coal and other minerals and any other coal or other minerals in which the Coal Board have any interest including the right to drive occupy and use roadways and other works in the strata under or adjacent to the Conveyed Land and the right to let down the surface of the Conveyed Land any building structure or works now or hereafter erected constructed placed or laid on or in the Conveyed Land without any obligation to leave subjacent or lateral support for the Conveyed Land or any such building structure or works and without liability (except as provided by the Coal-Mining (Subsidence) Act 1957) to make good or pay compensation for any damage or loss whatsoever caused directly indirectly by or in consequence of any mining operations under or adjacent to the Conveyed Land carried out by the Coal Board or by any other persons whether before or on or after the date of this Conveyance
- 2. FOR the benefit of the adjoining or neighbouring lands of the Coal Board and the Company respectively which are capable of being benefited full and free right and liberty for the Coal Board and the Company respectively and their respective successors in title the owners and occupiers for the time being of the said adjoining or neighbouring lands or any part thereof and their respective servants and licensees
- (a) at any time or times within the period of 80 years from the date of this Conveyance (being the perpetuity period applicable hereto) to make connections with the pipes wires cables sewers drains and channels (in this paragraph referred to as "the existing works") now erected constructed placed or laid on through or under the Conveyed Land at such point or points as the Coal Board or the Company may require and for such purpose to erect construct place or lay on through or under the Conveyed Land such pipes wires cables sewers drains channels and manholes (in this paragraph referred to as "additional works") as may be required by the Coal Board or the Company
- (b) to the free passage and running of gas electricity water and soil through and along the existing works and any additional works
- (c) to enter as often as occasion shall require and with or without appliances and vehicles at all reasonable times upon the Conveyed Land or any part thereof for the purpose of:-
- (i) exercising the rights mentioned in sub-paragraph (a) hereof
- (ii) examining the state and condition of and maintaining repairing cleansing and renewing the existing works and any additional works
- (iii) examining the state and condition of and maintaining repairing and cleansing any premises adjoining the Conveyed Land now or at any time hereafter belonging to the Coal Board or the Company

SUBJECT to the person exercising any of the rights mentioned in this paragraph making good or paying compensation for all damage thereby

A: Property Register continued

occasioned to the Conveyed Land or the existing works

THE THIRD SCHEDULE

Subjections

- 1. All interests of the owner in all mines and minerals under the Conveyed Land as are not vested int he Coal Board together with all rights powers and easements exercisable over or in relation to the Conveyed Land by the owner (not being the Coal Board) of such subjacent or any adjacent mines and minerals"
- 4 (20.09.1995) The land has the benefit of the rights granted by a Transfer of the land in this title dated 7 August 1995 made between (1) Michael Dragone and Teresa Dragone and (2) Colthome Limited.

NOTE: Copy filed under ND93342.

- 5 (17.03.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 28 January 2005 referred to in the Charges Register.
- 6 (17.03.2005) The Transfer dated 28 January 2005 referred to above contains provisions as to light or air and boundary structures.

B: Proprietorship Register

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

Title absolute

- 1 (18.10.2006) PROPRIETOR: TIMOTHY SMITH and SUSAN SMITH of 6 Bay Wynd, Cambois, Blyth, Northumberland NE24 1SJ.
- 2 (18.10.2006) The price stated to have been paid on 6 October 2006 was £138,000.
- 3 (18.10.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 6 October 2006 in favour of The Royal Bank of Scotland PLC referred to in the Charges Register.

C: Charges Register

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

A Conveyance of the land in this title and other land dated 31 October 1984 made between (1) The National Coal Board (Coal Board) (2) Coal Industry Estates Limited (Company) and (3) Wansbeck District Council (Purchaser) contains the following covenants:-

"THE Purchaser to the intent and so as to bind (so far as practicable) the Conveyed Land and any part or parts thereof into whosesoever hands the same may come and to benefit and protect any mines and minerals in which the Coal Board have any interest and which provide subjacent or lateral support for the Conveyed Land or any part or parts thereof and any adjoining or neighbouring land belonging to the Coal Board or the company and every part thereof or any part or parts thereof which is or are capable of being benefited hereby covenants with the Coal Board and the Company respectively that the Purchaser will at all times hereafter perform and observe the restrictions and stipulations contained in the Fourth Schedule to this Conveyance

THE FOURTH SCHEDULE

Restrictions and Stipulations

Title number ND140852

C: Charges Register continued

- 1. Not to use or permit to be used the Conveyed Land or any part or parts thereof for any purpose other than agriculture
- 2. No building structure or works shall at any time be erected constructed placed or laid on or in the Conveyed Land or any part or parts thereof except buildings structures or works to be used in connection with or ancillary to the purpose mentioned in Paragraph 1 of this Schedule"
- 2 A Transfer of the land in this title and other land dated 17 February 1988 made between (1) Wansbeck District Council and (2) John Hennessey contains restrictive covenants and exceptions and reservations.

NOTE: Copy filed under ND56270.

By a Deed dated 11 July 1988 made between (1) The British Coal Corporation (2) Coal Industry Estates Limited and (3) Wansbeck District Council the covenants contained in the Conveyance dated 31 October 1984 referred to above were expressed to be released.

NOTE: Copy filed under ND56270.

4 (17.03.2005) A Transfer of the land in this title dated 28 January 2005 made between (1) Roger Fishburn Harold Keith Fishburn and Gareth Fishburn and (2) Gareth Harold Fishburn contains restrictive covenants.

NOTE: Copy filed.

- 5 (18.10.2006) REGISTERED CHARGE dated 6 October 2006.
- 6 (18.10.2006) Proprietor: THE ROYAL BANK OF SCOTLAND PLC (Scot. Co. Regn. No. 90312) of Woodland Place, Pinetrees Road, Norwich NR7 9EJ.

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 18 June 2009 shows the state of this title plan on 18 June 2009 at 15:25:45. 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, Durham Office .

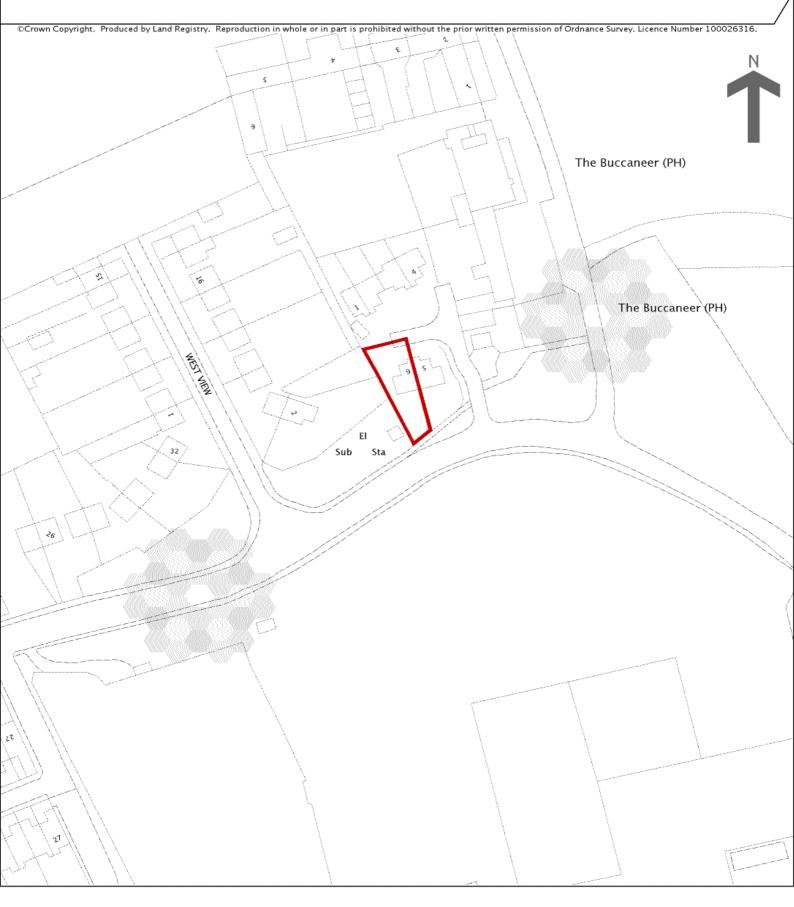




Land Registry Official copy of title plan

Title number ND140852 Ordnance Survey map reference NZ3084NW Scale 1:1250 Administrative area NORTHUMBERLAND







Search Reports





Search Report Local Land Charges and Local Enquiries (2007 Edition)



A B

Property Address Searched

6 Bay Wynd Cambois Blyth Northumberland NE24 1SJ

Additional Roads Searched

South View to Unity Terrace - adopted

Search Report Completed by:

Bolar Limited T/A

NSS - The National Search Service

32-33 Apex Business Park

Annitsford
Tyne & Wear
NE23 7BF

Reference: BOL6385 'The Search Company'

Signed: Sue Davison

Date: 24/06/09

'The Search Com E

Search Report Requested by:

PartnersHIPs (PartnersHIPs) 32-33 Apex Business Park

Annitsford Tyne & Wear NE23 7BF

Your Ref: 4303ha

G

Local Authority Name & Address

Northumberland County Council

(Wansbeck)

County Hall

Morpeth

Northumberland

NE61 2EF

Estate Agent:

Rook Matthews Sayers

6 Regent Street

Blyth

Н

NE24 1RP

Enquiries for the land or property known as:

6 Bay Wynd, Cambois, Blyth, Northumberland. NE24 1SJ

Local Land Charges Register

A search of the register on [24/06/09] revealed the following entries:

0300579ADV	erection of sign board. 07/01/04 (temp)
940378	erection of 3 detached houses details 03/02/95
90088	residential development 12 dwellings outline 20/06/91
880110	conversion of existing disused farm buildings into 6 dwellings 25/05/88
890354	erection of a bungalow and dairy produce store 31/01/90
0300381FUL	erection of 6 houses with associated parking 19/09/03
940378A	erection of 6 semi-detached dwellings and garages as per amended plans. 17/11/95

Planning register entries:

A search of the register on [24/06/09] revealed the following entries:

Nothing specific to number 6			

Building Regulations:

Enquiries of the council's records have revealed:

none	

Smoke Control:

Enquiries of the council's records have revealed:

Smoke Control Order Number 13	Operative date 01/04/93	

Sources of Information

We have obtained the information to compile this search report from the following locations:

Local Land Charges

Land Charges Wansbeck District Council Town Hall Ashington NE63 8RX

01670 532200

Information in a printed form which has to be transcribed

Information obtained from this department is reported in Questions 1.1(f-h), 2.0(b-d), 3.1, 3.2, 3.4(b-d), 3.5, 3.6(a-l), 3.7(a-f), 3.8, 3.9(a-n), 3.11

Planning department

Wansbeck District Council Council Offices Front Street Bedlington NE22 5TU

01670 843407

Information on computer at planning & area books

Information obtained from this department is reported in Questions 1.1 (a -e) 1.2

Highways department

Community and Environmental Services Directorate, Northumberland County Council, Morpeth, NE61 2EF

Information on line at www.northumberland.gov.uk

Information obtained from this department is reported in Questions 2.0(a), 3.4(a), 3.4(e-f)

Building Regulations Department

Wansbeck District Council Town Hall Ashington NE63 8RX

01670 532200

Information in a printed form which has to be transcribed

Information obtained from this department is reported in Questions 1.1 (f-h)

Mapping Records

Wansbeck District Council Council Offices Front Street Bedlington NE22 5TU UDP on the wall at planning - Dated 07/2007

Information obtained from this department is reported in Questions 1.2

Environmental Health Dept

Wansbeck District Council Council Offices Front Street Bedlington NE22 5TU

Information obtained from this department is reported in Questions 3.10(a-b), 3.12(a-c)

Radon Data

We have inspected the Health Protection Agency maps 2007 version. Information obtained from this is reported in Questions 3.13.

Copies of any documents referred to in this search report can be obtained from the Source of Information There may or may not be a charge for this information and we have indicated to the best of our knowledge whether this is the case. For up to date charges please contact the Source of Information.

Search Warranty

The Information in this search is covered by an insurance policy to protect the purchaser, seller or lender from any adverse entry.

Details of the insurance are provided in the Key Facts document at the back of this search. For a copy of the full policy please contact NSS Head Office at 14 Cartwright Court, Dyson Wood Way, Bradley, Huddersfield, HD2 1GN or by e-mail at general.mailbox@nationalsearchservice.co.uk or by telephone on 0844 8754101.

(b) (c) (d) (a conservation area consent; (a conservation area consent; (a conservation area consent; (b) (d) (e) (e) (f) (g) (h) (h) (h) (h) (h) (h) (h) (h) (h) (h	Part I Local Enquires				
Decisions and Pending Applications Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications a planning permission; A list of relevant and property as a conservation area consent; a conservation area consent; a conservation area consent; a certificate of lawfulness of existing use or development; building regulations approval; building regulations approval; building regulations approval; building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? Copies of any documents of work carried out under a competent person self-certification scheme? Copies of any documents of the property of the property of the property of this prope 2. As from 15 installation owindow, roo window,	1 DI A A	NNING AND RUILDING DECLU ATIONS			
(b) (c) a listed building consent; (c) (d) a conservation area consent; (e) (f) a certificate of lawfulness of existing use or development; (g) (g) to building regulations approval; (h) a building regulation completion certificate; and apubuliding regulation completion certificate of notice issued in respect of work carried out under a competent person self-certification scheme? 1. This reply other proper of this servi 1. This reply other proper of this prope	1.1	Decisions and Pending Applications Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications	A list of relevant information is		
1.2 Planning Designations and Proposals What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? ROADS Which of the roads, footways and footpaths named in boxes A and B on the front page are: highways maintainable at public expense; subject to adoption and, supported by a bond or bond waiver; (c) to be made by a local authority who will reclaim the cost from the frontagers; or (d) to be adopted by a local authority without reclaiming the cost from the frontages? All roads and abutting this adopted and Councils expense; All roads and abutting this adopted and councils expense; All roads and abutting this adopted and councils expense; and the frontages?	(c) (d) (e) (f) (g) (h)	a conservation area consent; a certificate of lawfulness of existing use or development; a certificate of lawfulness of proposed use or development; building regulations approval; a building regulation completion certificate; and any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification	None None None None		
 Which of the roads, footways and footpaths named in boxes A and B on the front page are: highways maintainable at public expense; subject to adoption and, supported by a bond or bond waiver; (c) to be made by a local authority who will reclaim the cost from the frontagers; or (d) to be adopted by a local authority without reclaiming the cost from the frontages? Hay Wynd- a All roads and abutting this adopted and Councils expands and abutting this adopted and Councils expands and abutting this adopted and Councils expands. 		What designations of land use for the property or the area, and what specific proposals for the property, are contained in any	General Housing		
 Which of the roads, footways and footpaths named in boxes A and B on the front page are: highways maintainable at public expense; subject to adoption and, supported by a bond or bond waiver; (c) to be made by a local authority who will reclaim the cost from the frontagers; or (d) to be adopted by a local authority without reclaiming the cost from the frontages? Hay Wynd- a All roads and abutting this adopted and Councils expands and abutting this adopted and Councils expands and abutting this adopted and Councils expands. 					
(c) to be made by a local authority who will reclaim the cost from the frontagers; or (d) to be adopted by a local authority without reclaiming the cost from the frontages? All roads and Councils exp All roads and abutting this adopted and abutting this adopted and	2. (a)	Which of the roads, footways and footpaths named in boxes A and B on the front page are: highways maintainable at public expense;	Bay Wynd- adopted All roads and footpaths abutting this property are adopted and maintained at the		
If a road, foo is not a high no right to us cannot expre	(d)	frontagers; or to be adopted by a local authority without reclaiming the cost from	Councils expense All roads and footpaths abutting this property are adopted and maintained at the Councils expense All roads and footpaths abutting this property are adopted and maintained at the Councils expense If a road, footpath, or footway is not a highway, there may be no right to use it. The council cannot express and opinion, without seeing the title plan of		

		an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property
	OTHER MATTERS Apart from matters entered on the register of local land charges, do any of the following matters apply to the property?	
3.1	Land required for Public Purposes Is the property included in land required for public purposes?	No. Copies of any relevant documents can be obtained by written request to the Director of Environment and Regeneration. A fee may be charged for this service.
3.2	Land to be acquired for Road Works Is the property included in land to be acquired for road works?	Not as far as is known Copies of any relevant documents can be obtained by written request from the County Surveyor. A fee may be charged for this service
3.3	Drainage Agreements and Consents Do either of the following exist in relation to the property-	All enquiries should be directed to Northumbrian Water Itd
(a)	An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or	All enquiries should be directed to Northumbrian Water Itd
(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?	All enquiries should be directed to Northumbrian Water Itd
3.4.	Nearby Road Schemes Is the property (or will it be) within 200 meters of any of the following;-	
(a)	the centre line of a new trunk road or special road specified in any order, draft order or scheme;	None
(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;	None
(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;	None
(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;	None
(e)	the centre line of the proposed route of a new road under proposals published for public consultation; or	None
(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 miniroundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	Copies of any relevant documents can be obtained by written request to County Surveyor. A fee may be charged for this service. A mini roundabout is a roundabout having a one way circulatory carriageway around a flush or slightly raised circular marking less than 4 m in diameter with or without

		flared approaches.
3.5	Nearby Railway Schemes Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	None
3.6	Traffic Schemes Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in box A) which abut the boundaries of the property-	
(a)	permanent stopping up or diversion;	None
(b)	waiting or loading restrictions;	None
(c)	one way driving;	None
(d)	prohibition of driving;	None None
(e) (f)	pedestrianisation; vehicle width or weight restriction;	None
(g)	traffic calming works including road humps;	None
(h)	residents parking controls;	None
(i)	minor road widening or improvement;	None
(j)	pedestrian crossings;	None
(k) (l)	cycle tracks; or bridge building?	None None Copies of any relevant documents can be obtained from the County Surveyor. A fee may be charged for this service.
3.7	Outstanding Notices	
(a)	Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this section:- building works;	None
(b)	environment;	None
(c)	health and safety;	None
(d)	housing;	None
(e) (f)	highways; or public health?	None None
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?	Copies of any relevant documents can be obtained by written request to the Director of Place. A fee may be charged for this service. None
3.9	Notices, Orders, Directions and Proceedings under Planning	
	Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	
(a)	an enforcement notice;	None
(b)	a stop notice;	None
(c)	a listed building enforcement notice;	None
(d) (e)	a breach of condition notice; a planning contravention notice;	None None
(f)	a planning contravention notice, another notice relating to breach of planning control;	None
(g)	a listed building repairs notice;	None
(h)	In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	None
(i)	a building preservation notice;	None
(j)	a direction restricting permitted development;	None
(k) (l)	an order revoking or modifying planning permission; an order requiring discontinuance of use of alteration or removal of building or works;	None None
(m) (n)	a tree preservation order; or proceedings to enforce a planning agreement or planning	None None Copies of any relevant

	contribution?	information can be obtained by written request to The Director of Environment and Regeneration. A fee may be charged for this service.
3.10	Conservation Area Do the following apply in relation to the property-	
(a) (b)	the making of the area a Conservation Area before 31 st August 1974; or an unimplemented resolution to designate the area a Conservation Area?	None None
3.11	Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None
3.12	Contaminated Land Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):-	
(a) (b)	a contaminated land notice; in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- (i) a decision to make an entry; or (ii) any entry; or	None None
(c)	consultation with the owner or occupier of the property conducted under section78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	None
3.13	Radon Gas Do the records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency? Important note - The answer to this question (3.13) is based on an inspection of the Indicative Atlas of Radon in England and Wales (HPA-RPD-033). This publication shows the worst case for each 1km grid square; as a result, a positive answer does not necessarily mean that the property is 'Radon Affected'; it is merely an indication as to whether further enquiries should be made with the HPA	No. It is in an area where less than 1% of homes are estimated to be at or above the action level. A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated. The replies to 3.1.to 3.13 relate only to matters which are not entered on the Local Land Register. The replies to 3.1.and 3.13 relate only to matters which are not entered on the Local Land Charges Register.

Informative:

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

The areas are identified from radiological evidence and are periodically reviewed by the Health protection Agency or its predecessor the Nation Radiation Protection Board. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

Radon Preventative measures are required for new buildings in the higher risk area. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

For further information on radon, including an indicative version of the radon Affected Area map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) web site; www.HPA.org.uk/radiation/radon/index.htm. Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or (01235 822622 (D/T) or by writing to radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

PERSONAL LOCAL SEARCH INDEMNITY BLOCK POLICY



To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

If you are a solicitor, you should disclose this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the FSA or otherwise licensed (where applicable) to provide insurance mediation activities. If you are a broker, you should disclose this document in accordance with the Financial Services Authority (FSA) rules.

To the Insured

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is National Search Service, 14 Cartwright Court, Dyson Wood, Bradley Business Park, Bradley, Huddersfield, HD2 1GN

Summary of insurance and cover provided by this policy.

If you are a Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by the Search company t/a National Search Service ("NSS") ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. Where an answer to a particular question in the search is given the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by PS. The cover applies to those searches and properties notified to us by the Policyholder on behalf of PS. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from PS or because you have been provided with a Home Information Pack which has PS's search in it . The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or PS and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

If you are selling the Property and have requisitioned the Search from PS you will have cover starting on the Completion Date where the Local Authority has made an error in its reply by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur as a result of a claim and to ensure that you are placed back in the same position you enjoyed prior to the claim (subject to the terms and conditions of the policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy.

Significant conditions:-

- You must notify us immediately of any Adverse Entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
- The Policy covers only those Personal Searches which have been declared to us by the Policyholder together with the premium due.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- This Policy does not cover any loss which at the time of the loss is insured by (or would be insured by but for the existence of this Policy) any other policy of insurance other than any excess beyond the amount which would have been payable under such other policy had this Insurance not been effected.
- any act or omission by you, which in whole or part induces a claim under this policy, will prejudice your position and could void the policy
- you or your professional legal advisors should not take any steps to compromise or settle a claim without STL's prior written consent

Exclusions:-You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or PS has made an error or is negligent and it is later found that the correct answer would have been adverse
- Where you have suffered no loss.
- If you are the Borrower in a remortgage scenario as the cover is for the lender only.
- Where the Property is not used for residential purposes.

A full list of Conditions and Exclusions is contained in the policy.

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over

the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

Updating the cover.

STL can consider requests to increase or extend cover. STL will not however provide advice thereon or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional legal conveyancing advisor and the Policyholder.

Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract or receipt of the policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this policy

If you wish to notify a claim under this policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at STL's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor at STL's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

TERMS AND CONDITIONS OF REPORT undertaken by Bolar Limited T/A NSS- The National Search Service.

- 1. The person who conducted the search and the person who compiled this report have a business relationship with the Home Information Pack (HIP) Company who requested this search as detailed in Box E on the front cover. The HIP Company may in turn have a business relationship with the Estate Agent who is selling the property, detailed in Box H.
- 2. This report has been compiled from information and records held firstly by the Local Authority and secondly by any other authority or person (if applicable) whose details appear on the front page of this search.
- 3. Any documents referred to in this search report can be obtained from the local authority, other stated authority or person (if applicable) whose details appear adjacent to the relevant search result
- 4. If there is any negligent or incorrect:
 - entry in the records searched
 - interpretation of the records searched
 - recording of that interpretation in the search report

The Search Company trading as NSS of address detailed in box C on the front sheet is liable for the said entry, interpretation or recording

5. In accordance with paragraph 1(k) of part 1 of Schedule 6 of the Home Information Pack No 2 Regulations, if any person, who is entitled to rely on this report pursuant to the Home Information Pack Regulations 2007, wishes to make a complaint or seek redress in relation to a matter in this report, he should in the first instance contact the director of the search company detailed in box c on the front sheet of the report, who will acknowledge the correspondence within 5 working days and will at the same time provide a copy of the Company's formal Complaints Handling Procedure.

The firm is registered with the Property Codes Compliance Board as a subscriber to the Search Code. Where complaints cannot be resolved by the Company, they can be referred to the Independent Property Codes Adjudication Scheme. The Company will provide contact details.

- 6. In accordance with paragraph 1(l) of Part 1 of Schedule 6 to the Home Information Pack Regulations 2007:
- (a) This report has been prepared with reasonable care and skill
- (b) A responsible person acting in accordance with the duties set out in section 155-158 of the Housing Act 2004 may copy or issue a copy of this report for the purposes of complying with
 - regulations 6, 7, 9(k)(ii), 9(l), 9(m) and 25
 - s156(1), (2) and (11) of the 2004 Act
- (c) The statement in paragraph 6(a) above may be relied upon by the following to the extent that they may rely on the said statement and enforce the provisions of the contract between the Home Information Pack Provider and The Search Company whether or not they are a party to the said contract, namely
 - the seller of the property
 - a potential or actual buyer of the property
 - a mortgage lender
- (d) Any liability for any matter arising under paragraph 6(c) above is the subject of a contract of insurance against such risk effected by and carried out by persons authorised for the purposes of the Financial Services and Markets Act 2000
- (e) Any liability for financial loss arising under paragraph 6(c) above will be met by financial compensation to be paid by either
 - · a person who is a party to the contract of insurance or
 - another person involved in the sale of the property

failing which, if those persons fail to pay or no longer exist (and do not have a successor), financial compensation will be paid by the persons specified in (d) above

- 7. The names of the persons who are liable to make the payments described in clause 6(e) above are:
 - The Search Company T/A NSS of the address detailed in Box C
 - CNA Insurance Co Ltd

Bolar Limited T/A NSS - The National Search Service

Complaints Procedure

Information for Customers

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

Acknowledge your complaint within 5 working days of receipt

• Try and resolve your complaint fully within 20 working days 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 e-mail as you prefer. You

will receive a response at the very latest though within 40 working days of receipt.

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

Liaise, at your request, with anyone acting formally on your behalf.

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

Complaints should be sent to:

Customer Services
Bolar Limited T/A NSS - The National Search Service
32-33 Apex Business Park
Annitsford
Tyne & Wear
NE23 7BF

Phone 0844 7705656

E-mail helpdesk@partnerships.uk.com

IPCAS can be contacted at:

IDRS Ltd 24 Angel Gate City Road London EC1V 2PT

Phone: 020 7520 3800

Fax: 020 7520 3829

E-Mail: info@idrs.ltd.uk



This search has been produced by Bolar Ltd T/A NSS - The National Search, of Edge View House, Salmon Fields Business Village, Royton, OL2 6HT. (Tele No 0161 925 3247, FAX:0161 9253233, E-mail: bolar@lavabit.com), which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

Important Customer Protection Information

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

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

The Code's main commitments

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

- Display the code logo prominently on their search reports
- Act with integrity and carryout work with due skill, care and diligence
- At all times maintain adequate and appropriate insurance to protect consumers
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards
- Monitor their compliance with the code

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 search 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 Property Codes Compliance Board from our website at: www.propertycodes.org.uk.

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





Drainage & Water Enquiry

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

Northumbrian Water Limited has carried out enquiries into the property address below, in accordance with its Terms and Conditions of sale which are set out in Appendix 2.

6 BAY WYND CAMBOIS BLYTH NE24 1SJ

Question 1 Interpretation of Drainage and Water Search.

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

Question 2 Enquiries and Responses

The records were searched by:

Colin Bell of Northumbrian Water.

Who has no, nor is likely to have, any personal business relationship with any person involved in the sale of the property.

The report was completed by:

Colin Bell of Northumbrian Water.

Who has no, nor is likely to have, any personal business relationship with any person involved in the sale of the property.

This was requested on 19/JUN/2009 and completed on 25/JUN/2009 and 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 person liable in each of the following events is Northumbrian Water Limited

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





All correspondence including any queries about the preparation of this search report, or formal complaints should be directed to Northumbrian Water Property Solutions Team Leader, who can be contacted as follows.

Northumbrian Water Property Solutions, Head Office, Abbey Road, Pity Me, Durham, DH1 5FJ.

DX 717042, Durham 15.

Email <u>propertysolutions@nwl.co.uk</u>, telephone number 0870 2417 408 and fax number 0870 2417 409

Northumbrian Water Limited (NWL) offers staged, robust and uniformly efficient procedures to ensure that customers receive support in the event of any query or complaint.

Northumbrian Water Property Solutions guaranteed standards and complaints procedure

As a minimum standard Northumbrian Water Property Solutions will -

- endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond.
- · if you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.
- · investigate and research the matter in detail and provide a written substantive response within 5 working days of receipt of your written complaint.
- · depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.
- · if we fail to give you a written substantive response within 5 working days, Northumbrian Water Limited will pay you £10 compensation regardless of the outcome of your complaint.
- · 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 automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required
- · if your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay, you will receive the search free of charge.
- · if you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for resolution.





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

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.

- 1. Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- 2. The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
- 3. 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.
- 4. 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?

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

- 1. Water companies 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 and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 2. 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?

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

- 1. Water companies are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.
- 2. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 3. In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.
- 4. 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.
- 5. 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?

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

- 1. This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer
- 2. 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 private drains and sewers for which they will hold maintenance and renewal liabilities.
- 3. Please note this could relate to a piece of land that is not part of an established development and is not subject to an adoption agreement.

Ouestion 7

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

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

Please be aware that there may be public sewers, disposal mains or lateral drains situated, that could infringe within the boundaries of the property, which are shown on the sewer map as being outside the boundary.

- 1. The boundary of the property has been determined by reference to the Ordnance Survey record.
- 2. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

Question 8

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

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

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

Question 9

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?

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

Question 10

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

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.

- 1. The "water mains" in this context are those which are vested in and maintainable by the water company under statute.
- 2. Assets other than public water mains may be shown on the plan, for information only.
- 3. 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.
- 4. The enclosed extract of the public water main record shows known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

Question 11

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

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.

- 1. 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.
- 2. 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?

Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR is the sewerage undertaker for the area, and Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR is the water undertaker for the area.

Question 13





Is the property connected to mains water supply?

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

Question 14

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

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

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

Question 15

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

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

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

Question 16

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

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

- 1. Water and sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request.
- 2. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: Watering the garden, other by hand (this includes the use of sprinklers)

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

Ouestion 17

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £37.80 for each financial year.

- 1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
- 2. Where surface water charges are payable but the property owner believes that surface water does not drain to the public sewerage system, application can be made to the water company to review the charging situation.





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

Records indicate that the property is served by a water meter, which is not located within the dwelling-house which is or forms part of the property, and in particular is located at a position that is not known.

Question 19

Who bills the property for sewerage services?

The property is billed for sewerage services by:
Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR
0845 733 5566
www.nwl.co.uk

Question 20

Who bills the property for water services?

The property is billed for water services by:
Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR
0845 733 5566
www.nwl.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?

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

- 1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- 2. "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.
- 3. "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.
- 4. 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.





- 5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- 6. Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- 7. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.

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

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

- 1. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
- 2. 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).
- 3. 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 10metres 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.

4. Allowable exclusions

The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply:

Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Fire fighting; 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 incidents of short duration:

Properties affected by low pressures 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.

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





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.

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

Question 25

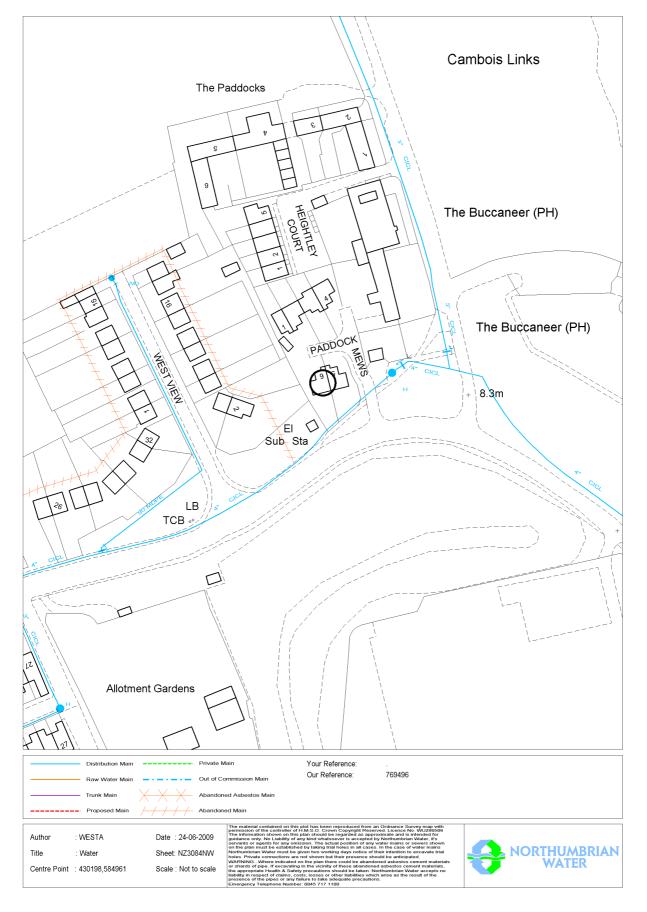
Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

The nearest sewage treatment works is 0.72 kilometres Westerly of the property. The name of the sewage treatment works is Cambois Stw, which is the responsibility of Northumbrian Water.

- 1. The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
- 2. The Sewerage undertakers 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 have not been identified.

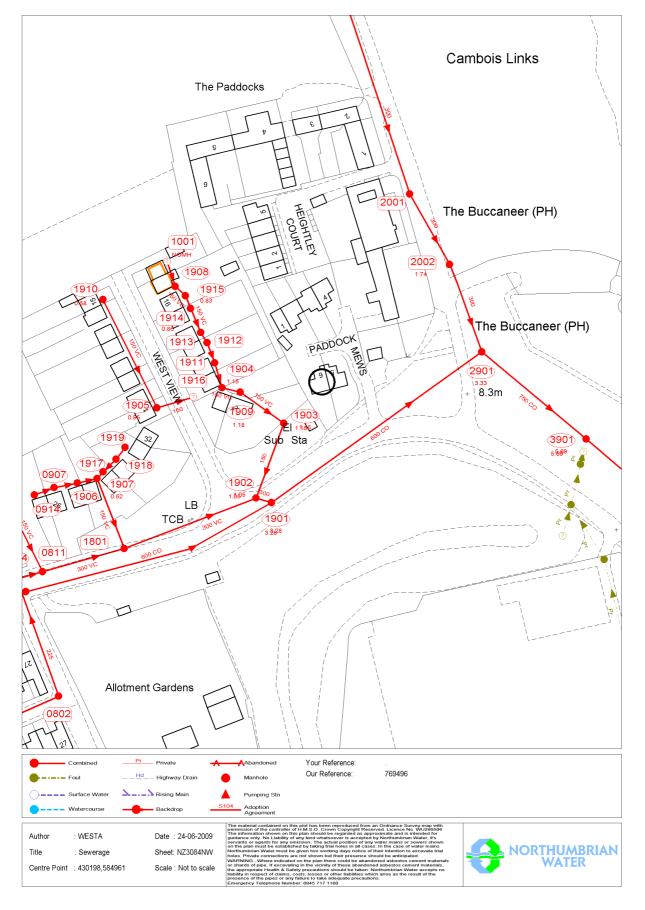
















Appendix 1 Statutory Instrument 2007 No 1667 - Housing, England and Wales - The Home Information Pack Regulations 2007.

1. Interpretation

In this Schedule-

- "the 1991 Act" means the Water Industry Act 1991(a);
- "the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);
- "the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);
- "adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);
- "bond" means a surety granted by a developer who is a party to an adoption agreement;
- "bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;
- "calendar year" means the twelve months ending with 31st December;
- "discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;
- "disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-
- (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
- (b) is not a public sewer;
- "drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;
- "effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;
- "financial year" means the twelve months ending with 31st March;
- "lateral drain" means-
- (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
- (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);
- "licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);
- "maintenance period" means the period so specified in an adoption agreement as a period of time-
- (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
- (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;
- "map of waterworks" means the map made available under Section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);
- "private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;
- "public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that undertaker-
- (a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);
- (c) under Section 179 of the 1991 Act (k); or
- (d) otherwise;
- "public sewer map" means the map made available under Section 199(5) of the 1991 Act (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-
- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;
- "sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions;
- "Sewerage Undertaker" means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;
- "surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;
- "water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water Undertaker, which is used or to be used by a Water Undertaker or





licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

- "water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;
- "water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;
- "water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and
- "Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.
- (2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.
- (a) 1991 c. 56.
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.
- (e) Various amendments have been made to Sections 102 and 104 by Section 96 of the Water Act 2003.
- (f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
- (g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
- (h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
- (i) 1989 c. 15.
- (j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (I) 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

'The Company' means Northumbrian Water Limited producing the Report.

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

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

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

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

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

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

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

Agreement

- 1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.
- 1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms. The Report
- 2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following:-
- 2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.
- 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 2.3 The information contained in the Report is based upon the accuracy of the address supplied to The Company.
- 2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.
- 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to their correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus. Liability
- 3.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company is not responsible.
- 3.2 Where a report is requested for an address falling within a

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

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

property transactions which require the provision of drainage and water information pursuant to the provisions of the 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 but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

- 4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except 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 on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.

<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 has an account with The Company for payment for Reports, The Company must receive payment for Reports in full before the Report is produced. For Customers with accounts, payment terms will be as agreed with The Company.

General

- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations
- $6.\bar{5}$ These terms and conditions may be enforced by the Customer, the Client and the Purchaser
- Residential DW Terms and Conditions HIPs Revisions Version 1.3

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