

33, Smithy Bridge Road, Littleborough, Lancashire OL15 8QF



Molesworths Bright Clegg Solicitors Octagon House Rochdale OL16 1RH

This copy Hip was requested before all of the "Required" documen	nts were
available and is therefore incomplete. The most recent version of to be found at www.oyezhipag.co.uk .	his Hip can



Home Information Pack Index form

Address Line 1	33, Smithy Bridge Road
Town/City	Littleborough
County	Lancashire
Postcode	OL15 8QF

About this form:

- Under the Home Information Pack Regulations, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. However, under the Regulations not all the documents listed in the form have to be included in every case, and if you are not sure which document must be included in your pack, please seek advice.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that the document is missing and the reason why. Where the document can be obtained from or created by a person, or does exist, the index should indicate the steps being taken to obtain the document.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations also tell you what other documents must and may be in the Home Information Pack, and guidance on the Regulations is available at www.homeinformationpacks.gov.uk

Seller's check of this form

Please check the boxes below to confirm that:

Someone can complete this form on behalf of a seller, but given that 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 as truthful and as
accurate as possible.

\boxtimes	This form has been completed by the seller(s) or with their authority; and
\boxtimes	to the best of the sellers knowledge, the answers are true and accurate.

Home Information Pack document	Included ⊠ with date and any further information	Reason why not included and steps being taken to obtain the document	
Basic pack documents			
1. Index	\boxtimes		
2. PIQ	Upload date:23 Nov 2009		
3. EPC or HCR	☐ Upload date:24 Nov 2009		
4. Sale statement	\boxtimes		
5. Legal Precis			
Title and Search Documents			
6. Local Authority Search (Personal)	Retrieved from MDA, search type: Local Authority Search Upload date:27 Nov 2009		
7. Official Copy	Retrieved from MDA, search type: Office Copy Upload date:20 Nov 2009		
8. Title Plan	Retrieved from MDA, search type: Office Copy Upload date:20 Nov 2009		
9. Drainage & Water	Retrieved from MDA, search type: Drainage & Water Upload date:24 Nov 2009		
Supplementary section			
10Supplementary documents			





Property Information Questionnaire



Property Information Questionnaire

Part 1

About this form -

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

If you are the seller, you should be aware -

- 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.

ALL PROPERTIES 33, GMITHYBRUCE ROAD NITTLEBUROUGH a. The postal address of the property b. The name of the seller JOHN ALMOND c. The date the PIQ was completed 19 111/09 1. When was the property purchased? Ī]month [] year FAMILY OWNED FOR GENERATIONS Is your property a listed building or contained in a Yes listed building? NO No

A Control of the Cont	Don't know
3. What council tax band is the property in?	ABCDEFGH
[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]	
4. What parking arrangements exist at your property?	Garage Allocated parking space Driveway On street Resident permit Metered parking Shared parking specify other:
Other issues affecting the property	
5. Has there been any damage to your property as a result of storm or fire since you have owned it?5a. If "yes", please give details.	Yes No V Don't know
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim? 6. If "you" please state whether we state whether the subject of the subje	Yes 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 since you have owned it or before?	Yes 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
8a. If "yes", please give details.	

* •

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8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	
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
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	RED ROSE DAMP PRODEING
Utilities and Services	
Ottatiles and Services	
10. Is there central heating in your property?	Yes ✓
	No
	Don't know
10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).	GAS .
11. When was your central heating or other primary heating system last serviced?	Last serviced <u>୦୯୮୦ ନଣ୍</u> [year] a report is/i emo t available ୨୦୦୯
	Not serviced
	Don't know
12. When was the electrical wiring in your property last checked?	Last serviced[year] a report is/is not available
	Not checked
	Don't know ✓

13. Please indicate which services are connected to your property:

Services	Connected
Electricity	/
Gas	✓
Water mains or private water supply	✓
Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)	/
Telephone	✓
Cable TV or Satellite	
Broadband	

Changes to the property

 Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra 	Yes
bedroom or bathroom) to the property?	No V
, , ,	Don't know
14a. If "yes", please give details of the nature of the work	
14b. Was building regulation approval obtained?	Yes
	No
	Don't know
14c. Was planning permission obtained?	Yes
	No
	Don't know
14d. Was listed building consent obtained?	Yes
	No
	Don't know
If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").	
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	_
guarantees, if held.	
Access	
16. Do you have right of access through any	Yes
neighbouring homes, buildings or land?	'
	No i∕
	Don't know
16a. If "yes", please give details.	
47 Doos any other person have a right of access	Yes /
17. Does any other person have a right of access through your property?	Yes /
unough your property:	No
	Don't know
17a. If "yes", please give details.	
	heighbours may take bins past to get to Front
	bins past to get to front
	_
Leasehold properties	
	Voc
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.	
PART 2: LEASEHOLD PROPERTIES	
Only complete this part if the property is a leasehold prop	erty.
If the lease is a new one and has not yet been granted, p	lease answer the questions based on the draft terms of
the lease.	
Before entering into a binding commitment, buyers shoul	d confirm any matter relating to the leasehold
ownership by reading the lease and checking the position	
그런 그 이 이 이 아이들은 아이 보다는 경이다. 하나 이 없는	
Additional information for leasehold properties	
19. What is the name of the person or organisation to	
whom you pay -	
do- manual and and	
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)?	
24. Are you aware of any proposed or ongoing major	Yes
works to this property?	No
	Don't know
24a. If "yes", what type of works are they and what is	Doll Ckilow
the expected cost relating to this property (if known)?	
KHOWHJY	
25. Dogg the loose provent you from	
25. Does the lease prevent you from - 25a. Sub-letting?	Yes
20a. Sub-letting r	No.
	Don't know
	Don't know
25b. Keeping pets?	Yes
	No
	Don't know
26. Does the lease allow you to:	
26a. Use a car park or space?	Yes
	No
	Don't know
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 referred to in question (25) are examples. Are there	No
any other conditions or restrictions in the lease	Don't know
which could significantly impact on a person's use of the property?	
	1

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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ISBN: 9781 4098 0932 6



Energy Performance Certificate



33, Smithy Bridge Road, LITTLEBOROUGH, OI 15 8OF Dwelling type: End-terrace house
Date of assessment: 24 November 2009
Date of certificate: 24 November 2009

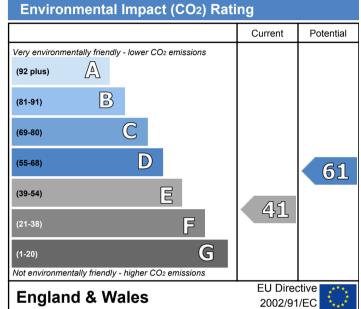
Reference number: 2748-0941-6229-7201-1050
Type of assessment: RdSAP, existing dwelling

Total floor area: 108 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.

Energy Efficiency Rating Current Potential Very energy efficient - lower running costs (92 plus) B (81-91) \mathbb{C} (69-80) **67**/ (55-68) 匡 (39-54) 48 F (21-38) G (1-20)Not energy efficient - higher running costs **EU** Directive **England & Wales** 2002/91/EC

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



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

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

	Current	Potential	
Energy use	400 kWh/m² per year	246 kWh/m² per year	
Carbon dioxide emissions	7.2 tonnes per year	4.4 tonnes per year	
Lighting	£54 per year	£54 per year	
Heating	£1,080 per year	£664 per year	
Hot water	t water £122 per year £106 per year		

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

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



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

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

24 November 2009 RRN: 2748-0941-6229-7201-1050

About this document

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

Assessor's accreditation number: EES/006314
Assessor's name: Mr. Ejaz Hussain

Company name/trading name: Vibrant Green Energy Limited

Address: 2 Foxes Lane, Oakdale Business Park, Blackwood, Gwent, NP12 4AB

Phone number: 0845 643 2812 Fax number: 0845 0945196

E-mail address: epcquery@vibrantgreenenergy.co.uk

Related party disclosure: No related party

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

Visit the Department for Communities and Local Government website at www.communities.gov.uk/epbd to:

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged the Department is the controller of the data on the register for Data Protection Act 1998 purposes
- Learn more about energy efficiency and reducing energy consumption

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

Recommended measures to improve this home's energy performance

33, Smithy Bridge Road, LITTLEBOROUGH, OL15 8QF

Date of certificate:

24 November 2009

Reference number: 2748-0941-6229-7201-1050

Summary of this home's energy performance related features

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

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Sandstone, as built, no insulation (assumed) Cavity wall, as built, no insulation (assumed)	Very poor Poor	Very poor Poor
Roof	Pitched, no insulation	Very poor	Very poor
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer and room thermostat	Average	Average
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in all fixed outlets	Very good	Very good
Current energy efficiency rating		E 48	
Current environm	nental impact (CO ₂) rating		E 41

Low and zero carbon energy sources

None

Recommendations

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

Lower cost magazines (up to CEOO)	Typical savings	Typical savings Performance ratings after improvemen	
Lower cost measures (up to £500)	per year	Energy efficiency	Environmental impact
1 Increase loft insulation to 270 mm	£206	D 57	E 49
2 Cavity wall insulation	£110	D 62	D 55
3 Upgrade heating controls	£32	D 63	D 56
Sub-total	£348		
Higher cost measures (over £500)			
4 Replace boiler with Band A condensing boiler	£84	D 67	D 61
Total	£432		
Potential energy efficiency rating		D 67	
Potential environmental impact (CO ₂) rating			D 61

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.

5 Solar water heating	£23	D 68	D 63
6 50 mm internal or external wall insulation	£122	C 73	C 69
7 Solar photovoltaic panels, 2.5 kWp £167 B 82 C 78		C 78	
Enhanced energy efficiency rating		B 82	
Enhanced environmental impact (CO ₂) rating			C 78

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.

24 November 2009 RRN: 2748-0941-6229-7201-1050

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 Loft insulation

Loft insulation laid in the loft space or between roof rafters to a depth of at least 270 mm will significantly reduce heat loss through the roof; this will improve levels of comfort, reduce energy use and lower fuel bills. Insulation should not be placed below any cold water storage tank, any such tank should also be insulated on its sides and top, and there should be boarding on battens over the insulation to provide safe access between the loft hatch and the cold water tank. The insulation can be installed by professional contractors but also by a capable DIY enthusiast. Loose granules may be used instead of insulation quilt; this form of loft insulation can be blown into place and can be useful where access is difficult. The loft space must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about loft insulation and details of local contractors can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk).

2 Cavity wall insulation

Cavity wall insulation, to fill the gap between the inner and outer layers of external walls with an insulating material, reduces heat loss; this will improve levels of comfort, reduce energy use and lower fuel bills. The insulation material is pumped into the gap through smal holes that are drilled into the outer walls, and the holes are made good afterwards. As specialist machinery is used to fill the cavity, a professional installation company should carry out this work, and they should carry out a thorough survey before commencing work to ensure that this type of insulation is suitable for this home. They should also provide a guarantee for the work and handle any building control issues. Further information about cavity wall insulation and details of local installers can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk).

3 Heating controls (thermostatic radiator valves)

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

Higher cost measures (typically over £500 each)

4 Band A condensing boiler

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

About the further measures to achieve even higher standards

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

5 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.

6 Internal or external wall insulation

24 November 2009 RRN: 2748-0941-6229-7201-1050

Solid wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating and can be installed by a competent DIY enthusiast. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. Further information can be obtained from the National Insulation Association (www.nationalinsulationassociation.org.uk). It should be noted that planning permission might be required.

7 Solar photovoltaic (PV) panels

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

What can I do today?

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

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

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

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



Sale statement for

Property Number	33, Smithy Bridge Road
Town/City	Littleborough
County	Lancashire
Postcode	OL15 8QF

About this form:

- Under the Home Information Pack Regulations, you must provide the following information in your Home Information Pack and may use this form to do so.
- Someone can complete this form on behalf of a seller.
- If the property has not yet been completed or converted, please answer the questions as if the property is finished.
- Please answer all questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.
- The Regulations also tell you what other documents must and may be in the Home Information Pack. Guidance on the Regulations is available at www.homeinformationpacks.gov.uk

Seller's check of this form

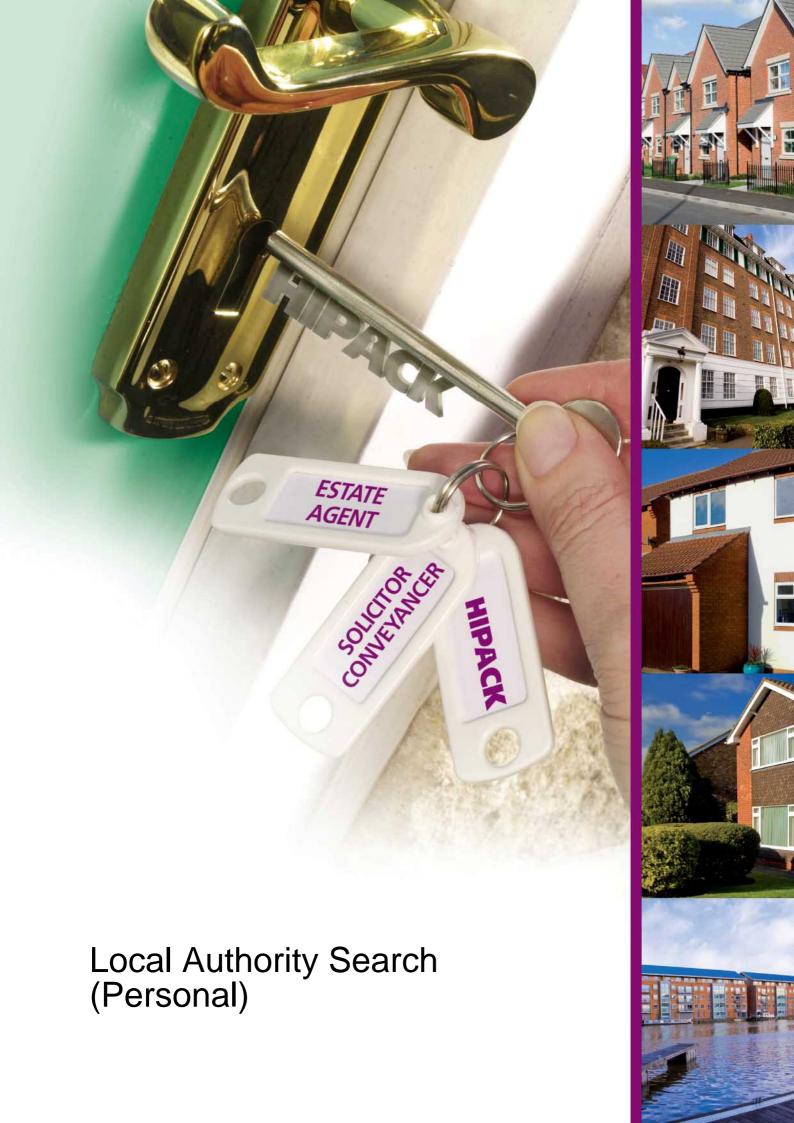
• Someone can complete this form on behalf of a seller, but given that a buyer and mortgage lender might rely on the information in this form, it is important that the seller checks the answers to ensure that they are as truthful and as accurate as possible.

Please check the boxes below to confirm that:

\times	This form has been completed by the seller(s) or with their authority; and
\boxtimes	to the best of the sellers knowledge, the answers are true 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 Leasehold starting (or like 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. Who is selling the property?	 ☑ 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) ☑ Sale by mortgagee in possession ☑ Other (please give details):
6. The property is being sold:	 ✓ With vacant possesion ☐ Subject to occupation where one or more properties in a subdivided building are marketed for sale as a dwelling property, but at least one is with vacant possesion (for example, a house which is vacant but sold with an occupied annexe)
7. Seller's name:	Mrs Joan Almond

Date: 01/12/2009





Personal Search Report

For the attention of: XIF User
Company Name: HC - Hipag
Your Reference: LIVE_008398
Our Reference: 6169518

Property Address: 33 Smithy Bridge Rd

Littleborough Lancashire OL15 8QF

Search Prepared and

Conducted By:

Nigel Beard

Date: 27/Nov/2009

MDA SearchFlow Ltd has a contractual relationship/personal relationship with:

Name of Vendor: Details not Provided Name of Estate Agents: Details not Provided

Name of HIP Provider: Hipag

Name of Solicitor/Conveyancer: Details not Provided







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Planning and Building Regulations 1

Planning and Building Regulation Decisions and Pending 1.1 Applications

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

1.1 (a)	a planning permissions	Please refer to Part III of the Local Land Charges Register or
		the Planning Register, as applicable.

a listed building consent Please refer to Part III of the Local Land Charges Register or 1.1 (b)

the Planning Register, as applicable.

Please refer to Part III of the Local Land Charges Register or 1.1 (c) a conservation area consent the Planning Register, as applicable.

1.1 (d) a certificate of lawfulness of existing use or Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. development

1.1 (e) a certificate of lawfulness of proposed use or Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable. development

building regulation approval Please refer to the Building Control Register as applicable. 1.1 (f)

1.1 (g) a building regulation completion certificates Please refer to the Building Control Register as applicable.

Certificate of compliance of a replacement window, Please refer to the Building Control Register as applicable. 1.1 (h) roof light, roof window or glazed door.

How can copies of any of the above be obtained? By Written Application to the Building Control

Department/Planning Department. 1.2 Planning Designations and Proposals

What designations of land use for the property or the Please see Additional Information area, and what specific proposals for the property, are contained in any existing or proposed development

Roads

plan?

Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are

(a) highways maintainable at public expense Smithy Bridge Road - Is Adopted	
---	--

subject to adoption and, supported by a bond or bond N/A (b)

waiver. to be made up by a local authority who will reclaim the N/A (c)

cost from the frontagers; or

(d) to be adopted by a local authority without reclaiming the cost from the frontagers? comments regarding the above roads

N/A

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3.1	Is the property included in land required for public pur	rposes? No
3.2	Land to be acquired for Road Works	INO
	Is the property included in land to be acquired for road works?	No
3.3	Drainage Agreements and Consents Do either of the following exist in relation to the prope	rty-
3.3 (a)	An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or	If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:
		United Utilities Water PLC Stephens Way Wigan Lancashire WN3 6PJ
3.3 (b)	An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?	If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:
		United Utilities Water PLC Stephens Way Wigan Lancashire WN3 6PJ
3.4	Nearby Road Schemes Is the property (or will it be) within 200 metres of any of following -:	of the
3.4 (a)	the centre line of a new trunk road or special road specified in an order, draft order or scheme;	No
3.4 (b)	the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	No
3.4 (c)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes;	No
3.4 (d)	the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;	No
3.4 (e)	the centre line of the proposed route of a new road under proposals published for public consultation; or	No
3.4 (f)	the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	No

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3.5	Nearby Railway Schemes Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No
3.6	Traffic Schemes Has a local authority approved but not yet implemented of the following for the roads, footways and footpaths	l any
3.6 (a)	(named in Box B) which abut the boundaries of the propermanent stopping up or diversion	perty No
3.6 (b)	waiting or loading restrictions	No
3.6 (c)	one way driving	No
3.6 (d)	prohibition of driving	No
3.6 (e)	pedestrianisation	No
3.6 (f)	vehicle width or weight restriction	No
3.6 (g)	traffic calming works including road humps	No
3.6 (h)	residents parking controls	No
3.6 (i)	minor road widening or improvement	No
3.6 (j)	pedestrian crossings	No
3.6 (k)	cycle tracks	No
3.6 (I)	bridge construction	No
3.7	Outstanding Notices Do any statutory notices which relate to the following matters subsist in relation to the property other than th revealed in a response to any other enquiry in this Schedule:	ose
(a)	building works;	No
(b)	environment;	No
(c)	health and safety;	No
(d)	housing;	No
(e)	highways; or	No
(f)	public health?	No
3.8	Contravention of Building Regulations Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations? Notices, Orders, Directions and Proceedings under	No
	Planning Acts Do any of the following subsist in relation to the proper or has a local authority decided to issue, serve, make o commence any of the following:-	

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

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

3.13 Radon Gas

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

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

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

Local Land Charges Register Parts Applicable are listed below

Part l	III	
	Date	Reference
	22/01/1990	90/D24692
	Conditional Permission	
	Formation of new access	from classified road
Part l	IV	
	Date	Reference
	01/09/1965	
	Smoke Control order	
	Smoke Control Order und	der the Clean Air Act 1956.
	Rochdale No. 10 Smoke	Control Order
(Plea		planning registers back to 1990. Details prior to 1990 are available upon a written aybe subject to a fee. The council address is shown at the end of this report)
	Date	Reference
	Please refer to Part III Lo	cal Land Charges Register
(Plea		planning registers back to 1990. Details prior to 1990 are available upon a written aybe subject to a fee. The council address is shown at the end of this report)
	Date	Reference
	Other details	
	No entries revealed	

Additional Information

Unitary Development Plan Policies

Inspection of the Unitary Development Plan reveals that the property currently lies within the following designated areas:-

Defined Urban Area

Strategic Highway Network

General Information About This Search

Reference Source Information

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

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

Rochdale M.B.C PO Box 15 Town Hall, Esplanade Rochdale Lancashire OL16 1AB

Declaration

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

Complaints Procedure

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

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

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

Complaints should be sent to:

Customer Services, MDA SearchFlow Limited, 42 Kings Hill Avenue, Kings Hill, West Malling Kent, ME19 4AJ (Telephone: 0870 990 9945) Email (helpdesksouth@searchflow.co.uk)

Terms of Preparation of Search

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

Third Party Contractual Rights

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

Person Responsible

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

Insurance

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

FSA

MDA SearchFlow Limited is FSA registered (312643)

TERMS & CONDITIONS

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

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

PCCB - Search Code

Consumer Information

Important Protection

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

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

The Code's main commitments

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

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

Keeping to the Search Code

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

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

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

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



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Land Registry Official copy of title plan

Title number GM940385 Ordnance Survey map reference SD9215SE Scale 1:1250 Administrative area GREATER MANCHESTER: ROCHDALE







Form No SRIP 11/08

SEARCH REPORT INSURANCE POLICY

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

Definitions

In this policy unless the context otherwise requires:

- "Actual Loss" (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
 - in respect of a Buver: 1.1.1
 - the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect (a) of an Adverse Entry
 - the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body the amount required to pay any charges or other financial liabilities registered against the Land
 - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
 - 113 in respect of a Seller: actual financial loss
 - in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse 1.1.4 Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 "Adverse Entry" means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 "Appropriate Body" means a local authority or other public body providing information to be included in a Search Report.
- 1.4 "Authorised Expenses" means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 "Bordereau" means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy
- 1.6 "Buyer" means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 "First Title" means First Title Insurance plc.
- 1.8 "HIP" means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or reenactment of them in force at the Policy Date.
- 1.9 "Insured" means all or any of:
 - 1.9.1 a Buyer
 - a Potential Buyer 1.9.2
 - a Seller 193
 - 1.9.4 a Lender
- 1.10 "Know, Known or Knowing" means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.12 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured 1.13 making a claim and by First Title.

 "Policy Date" means the date on which the Search Report was prepared.
- 1.14
- "Policy Issuer" means MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing 1.15 Report Agency who will not be an insured under this Policy.
- "Potential Buyer" means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report 1.16 contained in it in contemplation of buying the Land.
- "Search Report" means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or re-1.17 enactment of them in force at the Policy Date) obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- 1.18 "Seller" means a person selling the Land.

Coverage Statement

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

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

Exclusions

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

- risks that:
 - that Insured creates, allows or agrees to at any time 3.1.1
 - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
 - 3.1.3 do not cause that Insured any loss
 - occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date 314
 - 3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

Continuation of indemnity

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

5.

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

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

SRIP/11/08



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

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

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

7. Proof of loss and deadline for advising of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

- 10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation,
 - if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court:
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

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

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

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

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

12. Payment of loss

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

13. Subrogation

10.2

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

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

SRIP/11/08 2



POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

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

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

Cancellation Terms.

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

7. Term of the policy.

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

8. Claims

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

9. Queries

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

10. Complaints.

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

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

11. Compensation

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

12. Price

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

SRIP/11/08 3





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

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

Search Report Insurance Policy Demands & Needs Statement and Suitability

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

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

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

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



SRIP/11/08 4



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 GM940385

Edition date 20.02.2008

- This official copy shows the entries on the register of title on 20 Nov 2009 at 16:11:25.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 20 Nov 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 Fylde Office.

A: Property Register

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

GREATER MANCHESTER : ROCHDALE

- 1 (27.05.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 33 Smithy Bridge Road, Littleborough (OL15 8QF).
- 2 (25.11.1994) A Transfer of the land in this title dated 15 November 1994 made between (1) Florrie Fielding and Nellie Fielding and (2) Colin Almond and Joan Almond contains the following provision:-
 - "IT IS HEREBY DECLARED that all rights easements quasi easements and appurtenances relating to services rights of way and other joint commodities and things now enjoyed belonging or appertaining to the freehold and the leasehold estate of the property hereby transferred and the adjoining property shall be hereby continued granted and reserved in and out of the freehold estate notwithstanding the severance of the ownership thereof and the present or future merger of the leasehold estates as if Section 10 of the Leasehold Reform Act 1967 applied to this Deed"
- 3 (16.05.2003) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

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 (25.11.1994) PROPRIETOR: JOAN ALMOND of 18 Baildon Road, Passmonds, Rochdale, Lancs.

Title number GM940385

C: Charges Register

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

By the Deed dated 21 January 1898 made between (1) Williams Thomson and (2) Urban District Council for the Urban District of Littleborough the land was conveyed subject to the provisions therein mentioned.

NOTE: Abstract filed under GM472825.

- 2 (27.05.1988) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
- 3 (16.05.2003) The land is subject to rights in respect of drainage, water, gas, electricity and other domestic supply services and so far as affected thereby, to any rights of overhang, protrusion, support, protection, shelter and of tying into gable walls together with ancillary rights of entry.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	27.05.1988	29,31 and 33 Smithy Bridge Road, Littleborough	01.05.1863 999 years from	GM940384

End of register







These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 20 November 2009 shows the state of this title plan on 20 November 2009 at 16:11:25. 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.

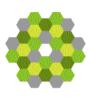
This title is dealt with by the Land Registry, Fylde Office.

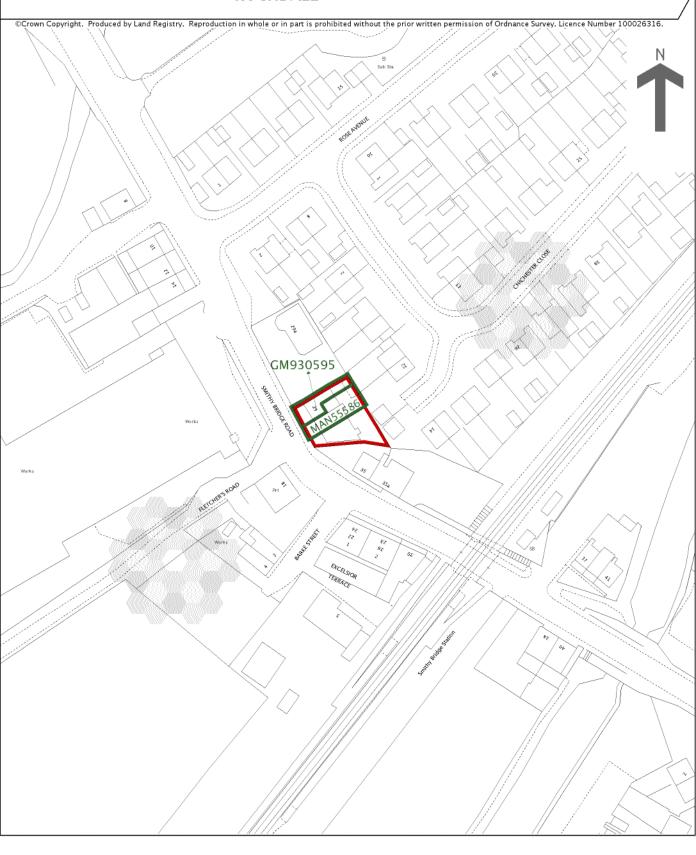




Land Registry Official copy of title plan

Title number **GM940385**Ordnance Survey map reference **SD9215SE**Scale **1:1250**Administrative area **GREATER MANCHESTER: ROCHDALE**











Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations (No. 2) 2007

The information in this document refers to: -

Property: 33 SMITHY BRIDGE ROAD LITTLEBOROUGH OL15 8QF

This document was produced by: -

United Utilities Water PLC Property Searches Stephens Way Goose Green Wigan WN3 6PJ

Telephone 0870 7510101

Facsimile 0870 7510102

e-mail - property.searches@uuplc.co.uk

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 682043 This document was ordered by: -

Client MDA Searchflow Ltd

Address

42 Kings Hill Avenue

Kings Hill

West Malling, Kent

ME19 4AJ

Client Ref:

SF13078361000

FAO:

The following records were searched in compiling this report:-

The Map of Public Sewers, the Map of Waterworks, Water and Sewerage billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, Adoption of Public Water Mains records, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

United Utilities Water PLC is liable in respect of the following: -

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

United Utilities Water PLC Registered In England & Wales No. 2366678 Registered Office Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

1 of 17 UU Ref: 682043

23/11/2009 Response Date

24/11/2009

Received Date





Q 1 Interpretation of Drainage and Water Enquiry

Answer

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667.

Informative Not Applicable

Q 2 **Enquiries and Responses**

Answer

This drainage and water search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(I) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Marie Mura for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Marie Mura for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

Informative The Terms and Conditions under which this response to enquiries is provided are laid out in Appendix 2.

Residential Drainage and Water Search Complaint Procedure

United Utilities Water PLC offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made by telephone, in writing or by e-mail using the contact details for United Utilities Property Searches on page 1 of this report.

As a minimum standard United Utilities 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 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 response within 5 working days, 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 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 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 reply.

23/11/2009 Response Date Received Date 24/11/2009





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

Answer

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

Informative Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information.

The presence of a public sewer running within the boundary of the property may restrict further development within it.

The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

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

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

Informative Sewerage Undertakers are not responsible for any private drains or 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.

If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

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.

Received Date 23/11/2009 Response Date 24/11/2009





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

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

sewer.

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.

The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Q 6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

Received Date 23/11/2009 Response Date 24/11/2009





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

Answer The public sewer map indicates that there are no public sewers, disposal

mains or lateral drains within the boundaries of the property. However, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains 'to exist within

boundaries of the property.'

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

The presence of a public sewer running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

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

Answer

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

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.

The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

Received Date 23/11/2009 Response Date 24/11/2009





Has a sewerage undertaker approved or been consulted about any plans to Q 9 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 Answer 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.

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

be removed or altered.

Prior to 2003 United Utilities Water PLC had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been

forwarded on to our offices before this date.

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

A copy of an extract from the map of waterworks is included in which the

location of the property is identified. Answer

Informative

The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.

Assets other than public water mains may be shown on the plan, for information only.

Water Undertakers 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

If an extract of the public water main record is enclosed it will show 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.

The presence of a public water main running within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

Is any water main or service pipe serving or which is proposed to serve the Q 11 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 Answer

the subject of an existing adoption agreement or an application for such an

agreement.

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.

> Received Date 23/11/2009 Response Date 24/11/2009





Q 12 Who are the Sewerage and Water Undertakers for the area?

Answer United Utilities Water PLC, Haweswater House, Lingley Mere Business Park,

Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the sewerage undertaker for the area and United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington,

WA5 3LP is the water undertaker for the area.

Informative Not Applicable

Q 13 Is the property connected to mains water supply?

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

Informative Details of private supplies are not kept by the Water Undertaker. The situation should be checked with the current owner of the property.

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

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

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

The presence of a public water main within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

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

Answer The charges are based on the rateable value of the property of £70 and the charge for the current financial year is £201.73.

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a Water or Sewerage Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: www.ofwat.gov.uk.

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23/11/2009 Response Date

24/11/2009

7 of 17 UU Ref: 682043

Received Date





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

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

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.

It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.

The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:

- * Watering the garden, other than by hand (this includes the use of sprinklers)
- * Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
- * In a bath with a capacity in excess of 230 litres (measured to the centre line of the overflow).
- * In a shower unit of a type specified in paragraph 4c of the table in Regulation 5 of the Water Fitting Regulations.
- * A reverse osmosis unit.

Q 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property at £24.15 for each financial year.

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.

Where surface water charges are payable but 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 Sewerage Undertaker. Drainage charges are subject to annual review and amounts may change.

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

Answer Records indicate that the property is not served by a water meter.

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

United Utilities Water PLC, PO Box 246, Warrington, WA55 1EA, Tel: 0845 3037744, Internet; www.unitedutilities.com

Received Date 23/11/2009 Response Date 24/11/2009





Who bills the property for sewerage services? Q 19

The property is billed for sewerage services by United Utilities Water PLC, P O Answer

Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet:

www.unitedutilities.com

Informative Not applicable

Who bills the property for water services? Q 20

The property is billed for water services by United Utilities Water PLC, P O Box Answer

453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet:

www.unitedutilities.com

Informative This is the company to whom notification of change of occupier should be made upon

completion of sale.

Is the dwelling-house which is or forms part of the property at risk of internal Q 21

flooding due to overloaded public sewers?

The property is not recorded as being at risk of internal flooding due to Answer

overloaded public sewers.

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

> "Internal flooding" from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

> "At Risk" properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the 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 Sewerage Undertaker's reporting procedure.

> Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included in the At Risk Register.

> Properties may be at risk of flooding but not included in the Register where flooding incidents have not been reported to the Sewerage Undertaker.

> Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

> It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

> > Received Date 23/11/2009 Response Date 24/11/2009





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

Answer

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

Informative

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

"Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.

For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the main stop tap is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing Handbook.

Allowable exclusions:

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

Abnormal demand:

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

Planned maintenance:

Water Undertakers should not report under DG2 - (Low Pressure Register) low pressures caused by planned maintenance.

It is not intended that Water Undertakers identify the number of properties affected in each instance. However, Water Undertakers must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 - (Low Pressure Register) 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 pressure reducing valves 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 that 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 - (Low Pressure Register) figures.

23/11/2009 Response Date

24/11/2009

10 of 17 UU Ref: 682043

Received Date





Q 23

Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

Answer

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

Informative

Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.

However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.

Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12.

The Water Undertaker carries out a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.

The data collected by the Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk.

If you require further advice regarding these failures please see Question 12 for contact details.

Received Date 23/11/2009 Response Date 24/11/2009





Q 24

Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

Answer

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

Informative Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.

For contact details please see Question 12.

Please state the distance from the property to the nearest boundary of the Q 25 nearest sewage treatment works.

Answer

The nearest Sewage Treatment Works is 2.04 miles (3.29km), East North East of the property. The name of the Sewage Treatment Works is LYDGATE WWTW (BLACKSTONE EDGE OLD RD), and the owner is United Utilities.

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated i.e. the property may not necessarily drain to this works.

> The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works.

> It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that has not been identified. As a responsible utility operator, United Utilities Water PLC seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the "Code of Practice on Odour Nuisance from Sewage Treatment Works" issued via the Department of Environment, Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments. For more information visit www.unitedutilities.com

> > Received Date 23/11/2009 Response Date 24/11/2009





Appendix 1 - General Interpretation

1. (1) In this Schedule-

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

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

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

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

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

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

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

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

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

- (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
- (b) is not a public sewer;

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

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

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

"lateral drain" means-

- (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
- (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

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

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

- (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
- (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

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

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

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

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

Received Date 23/11/2009 Response Date 24/11/2009





- (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.

Received Date 23/11/2009 Response Date 24/11/2009





Appendix 2

DRAINAGE AND WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

govern the basis on which this drainage and water report is supplied

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

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

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

'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.

- 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

The Customer the Client and the Purchaser are asked to note these terms, which 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 or commercial properties for intended occupation by third parties...
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

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

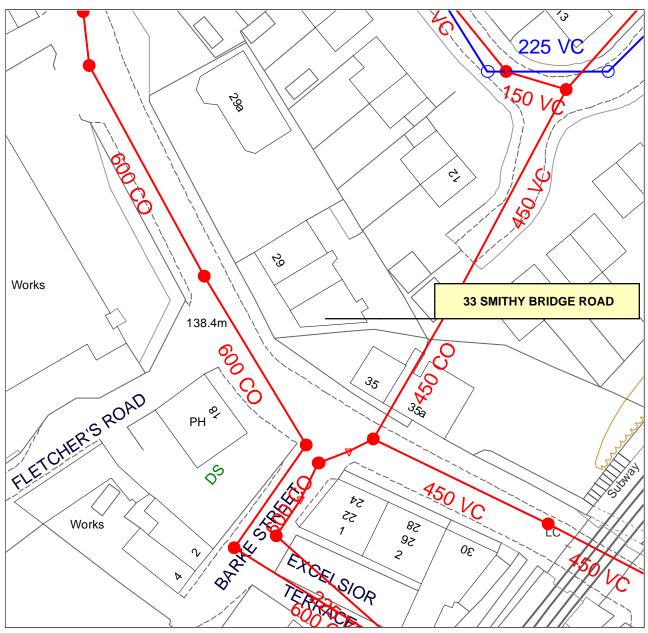
Payment

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

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







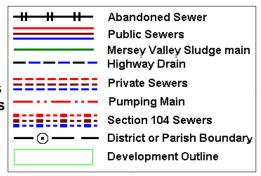
33 SMITHY BRIDGE ROAD LITTLEBOROUGH OL15 8QF

Extract from the Map of Public Sewers



Legend

Red or Brown - Foul Sewers Blue - Surface Water Sewers



Mapping By Marie Mura

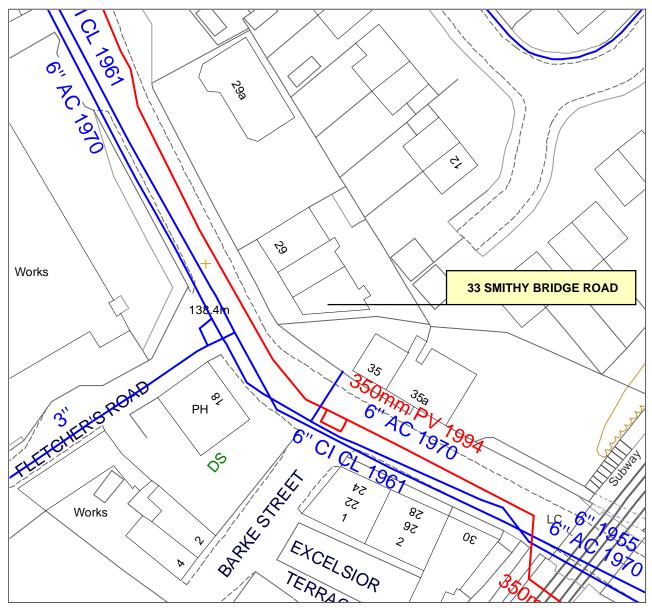
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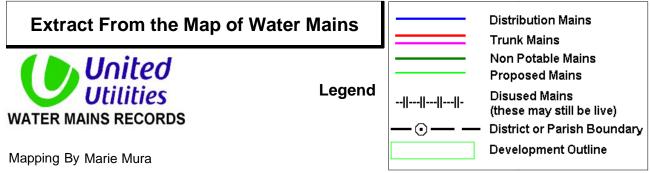
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