



Forefront
the future of estate agency, now!

Home Information Pack

21 Bishopdale Close
Nine Elms
SWINDON
SN5 5UZ



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Home Information Pack Index

PROPERTY ADDRESS

21 Bishopdale Close,
Nine Elms,
SWINDON,
SN5 5UZ

SECTIONS

DOCUMENT	STATUS
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Energy Performance Certificate	Included
Sale Statement	
Sale Statement	Included
Title Information	
Official Copies	Included
Filed Plan	Included
Searches	
Local Search	Included
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Consumer Information	Included



Section 2 - Energy Performance Certificate

Energy Performance Certificate

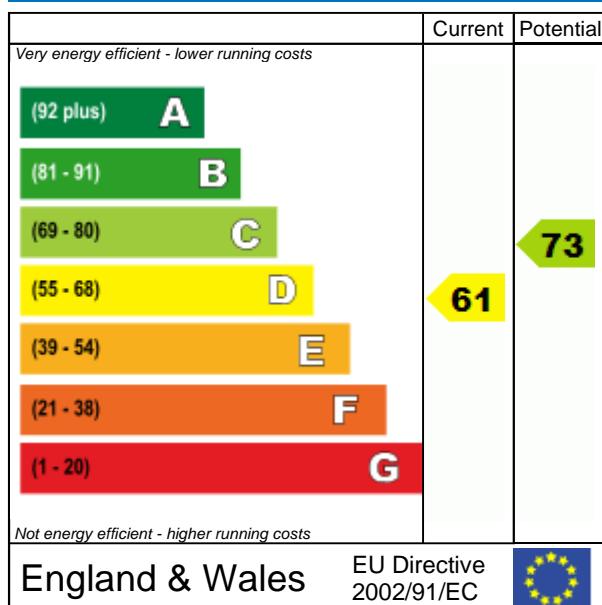


21, Bishopdale Close
Nine Elms
SWINDON
SN5 5UZ

Dwelling type: Semi-detached house
Date of assessment: 21 November 2008
Date of certificate: 21 November 2008
Reference number: 8928-6629-5579-3429-8026
Total floor area: 107 m²

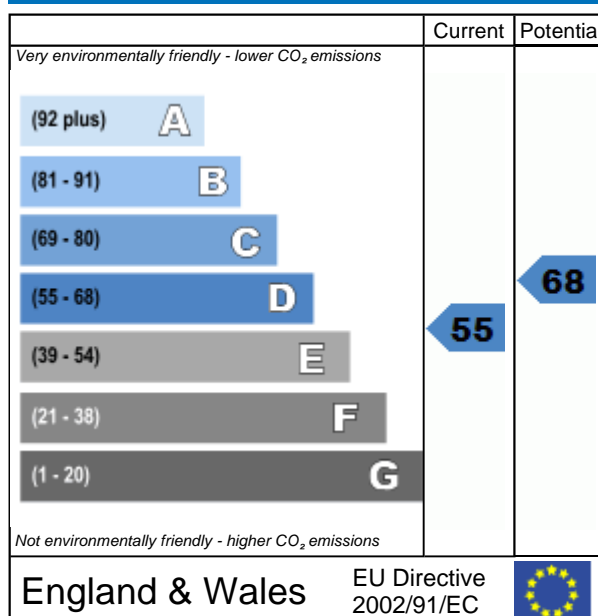
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating



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.

Environmental Impact (CO₂) Rating



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

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

	Current	Potential
Energy use	287 kWh/m ² per year	202 kWh/m ² per year
Carbon dioxide emissions	5.1 tonnes per year	3.6 tonnes per year
Lighting	£84 per year	£49 per year
Heating	£549 per year	£427 per year
Hot water	£166 per year	£110 per year

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

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



The address and energy rating of the dwelling in this EPC may be given to EST to provide information on financial help for improving its energy performance.

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by the NHER Accreditation Scheme, 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: NHER001801
Assessor's name: Mr Gareth James
Company name/trading name: Gareth James
Address: 15 Church Walk North, Swindon, SN25 3DH
Phone number: 07717 790245
Fax number:
E-mail address: gjames.dea@tiscali.co.uk

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.nher.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

- Find out 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
- Learn more about energy efficiency and reducing energy consumption.

Recommended measures to improve this home's energy performance

21, Bishopdale Close
Nine Elms
SWINDON
SN5 5UZ

Date of certificate: 21 November 2008
Reference number: 8928-6629-5579-3429-8026

Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed) Solid brick, with internal insulation	Good Good	Good Good
Roofs	Roof room(s), insulated	Good	Good
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Average	Good
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system	Average	Good
Lighting	Low energy lighting in 27% of fixed outlets	Average	Average
Current energy efficiency rating		D 61	
Current environmental impact (CO₂) rating		D 55	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvements	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£26	D 63	D 56
2 Upgrade heating controls	£47	D 65	D 59
Sub-total	£73		
Higher cost measures			
3 Replace boiler with Band A condensing boiler	£139	C 73	D 68
Total	£212		
Potential energy efficiency rating		C 73	
Potential environmental impact (CO₂) rating			D 68

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.

Higher cost measures			
4 Solar water heating	£24	C 74	C 70
5 Solar photovoltaic panels, 2.5kWp	£150	B 83	C 78
Enhanced energy efficiency rating		B 83	
Enhanced environmental impact (CO₂) 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.

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

2 Heating controls (room thermostat)

The heating system should have a room thermostat to enable the boiler to switch off when no heat is required. A competent heating engineer should be asked to do this work. Insist that the thermostat switches off the boiler as well as the pump and that the thermostatic radiator valve is removed from any radiator in the same room as the thermostat.

Higher cost measures (typically over £500 each)

3 Band A condensing boiler

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

About the further measures to achieve even higher standards

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

4 Solar water heating

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

5 Solar photovoltaic (PV) panels

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

What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- The dwelling has a conservatory with heating provided to it. Because of its high glazed area it has high heat losses; restrict the heating of the conservatory to times when it is being used and to a reasonable temperature level.
- 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 that you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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



Section 3 - Sale Statement

Sale Statement

The address of the property to be sold is (or will be):

21 Bishopdale Close,
Nine Elms,
SWINDON,
SN5 5UZ

The property interest is (or will be):

Freehold

The title to the property is:

The whole of a Registered Estate

Who are the Registered Proprietors?

K Peel,
C Fitzgerald

Who is selling the property:

Legal Owners

The property is being sold:

With Vacant Possession



Section 4 - Title Information

The electronic official copy of the register follows this message.

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





Official copy of register of title

Title number WT77609

Edition date 18.12.2007

- This official copy shows the entries on the register of title on 17 Nov 2008 at 16:28:32.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 17 Nov 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Weymouth Office.

A: Property Register

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

SWINDON

- 1 (09.08.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 21 Bishopdale Close, Nine Elms, Swindon (SN5 5UZ).
- 2 The land has the benefit of the following rights granted by the Transfer dated 20 February 1987 referred to in the Charges Register:-

"Together with the benefit of the easements rights and privileges set out in Part I of the First Schedule

FIRST SCHEDULE

PART I

1. The right for the Purchaser and the persons deriving title under the Purchaser in common with the Council and all other persons authorised by the Council to connect to and use for all reasonable purposes in connection with the Property and all buildings to be erected thereon.

(a) the existing or proposed ways and footpaths serving the Property and connecting the same to the nearest public highway until such time as the said roads ways and footpaths shall become highways maintainable at the public expense

(b) the foul and surface water sewers shown on the plan annexed hereto and the sewers connecting the same to the nearest public sewers until the same shall be declared to be public sewers

2. The right subject to the right reserved to the Council under Paragraph (1) of Part II of this Schedule for the Purchaser and all persons who shall hereafter become entitled to any estate or interest in the Property or any part thereof to enjoy as against the Council such light and air coming to the Property over the adjoining land by the consent of the Council and not so as to acquire any right thereto."

A: Property Register continued

NOTE: The rights are included in this registration only so far as they are granted over land in the Transferor's title WT50900.

- 3 The Transfer dated 20 February 1987 referred to above contains the following provision:-
- "It is hereby agreed and declared that the Purchaser shall not be entitled to any right or easement of light or air which would restrict or in any way interfere with the free use for building or other purpose of the adjoining or neighbouring property of the Council and that all privileges of light and air now or hereafter to be enjoyed over any part of the Council's adjoining or neighbouring property by or in respect of the Property shall be deemed to be so enjoyed by the license or consent of the Council and not as of right."
- 4 (08.07.1988) The land has the benefit of the rights granted by but is subject to the exceptions and reservations contained in the Transfer dated 29 April 1988 referred to in the Charges Register. The said Transfer also contains agreements and declarations

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 (09.10.2000) PROPRIETOR: COLIN DAVID FITZGERALD and KAREN JANE PEEL of 21 Bishopdale Close, Nine Elms, Swindon SN5 5UZ.
- 2 (09.10.2000) The price stated to have been paid on 1 September 2000 was £125,000.
- 3 (09.10.2000) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (03.09.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 8 August 2007 in favour of FirstPlus Financial Group PLC referred to in the Charges Register.
- 5 (12.10.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 2 October 2007 in favour of Stroud and Swindon Building Society referred to in the Charges Register.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 4 June 1985 made between (1) The Bristol Diocesan Board of Finance Limited (Vendor) and (2) The Council of the Borough of Thamesdown (Purchaser) contains the following covenants:-
- "THE Purchaser to the intent that the covenants hereinafter contained shall bind the said land into whosoever hands the same may come and for the benefit and protection of the retained land and each and every part thereof HEREBY for itself and its successors in title covenants with the Vendor that neither the said land nor any part thereof nor any existing or future building thereon or on any part thereof shall at any time hereafter be used as or for a place of amusement hotel tavern inn or public house nor shall any spirituous or fermented liquors at any time be sold in or upon the said land or any part thereof and that no act deed matter or thing shall at any time be done suffered or permitted in or upon the said land or any part thereof which may be or become a nuisance annoyance or

C: Charges Register continued

disturbance to the Vendor or its tenants or to the incumbent for the time being of the United Benefice of Lydiard Millicent with Lydiard Tregoze or his successors or which may tend to depreciate or lessen the value of the retained land."

NOTE: The retained land referred lies to the south west of the land in this title.

- 2 The land is subject to the following rights excepted and reserved by the Conveyance dated 4 June 1985 referred to above:-

"Except and reserved unto the Vendor full and free right and liberty for the Vendor and its successors in title the owners or occupiers for the time being of the adjoining land of the Vendor shown edged red on the plan annexed hereto (hereinafter called "the retained land") and each and every part thereof and all persons authorised by it or them or entitled thereto

(a) without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said land to deal in any manner whatsoever with any of the retained land and to erect and maintain or suffer to be erected or maintained on the retained land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said land or any buildings for the time being thereon

(c) the free passage and running of water sewage electricity gas and other services to and from the retained land and all buildings now or hereafter erected thereon in and through all sewers drains watercourses channels pipes wires cables conduits and other conducting media now or hereafter laid or constructed in on over and under the said land together with the right to lay use and maintain all necessary connections thereto and therefrom and all installations and works ancillary thereto and together also with the right to enter upon the said land for the purpose of installing inspecting repairing renewing replacing cleaning and maintaining the said connections installations and works and the said sewers drains watercourses channels pipes wires cables conduits and other conducting media.

IT is hereby agreed and declared by and between the parties as follows :-

(1) that the period of 80 years from the date of this Conveyance shall be the perpetuity period for all the purposes hereof

(2) that nothing herein contained or implied shall operate so as to grant or convey expressly by implation or otherwise any right or rights of way to or from the said land over the retained land or any part or parts thereof any such right or rights of way which may have hitherto been enjoyed are hereby extinguished."

NOTE: The retained land referred to lies to the south west of the land in this title.

- 3 A Conveyance of the land in this title and other land dated 20 February 1987 made between (1) The Council of the Borough of Thamesdown (the Council) and (2) Wingate Self-Build Housing Association Limited (the Purchaser) contains the following covenants:-

"For the benefit and protection of the adjoining or neighbouring land of the Council or any part or parts thereof and without prejudice to the powers of the Council under Section 151 of the Housing Act 1957 or any statutory re-enactment thereof the Purchaser hereby covenants with the Council so as to bind so far as may be the property hereby transferred and each and every part thereof into whosoever hands the same may come that the Purchaser and the persons deriving title under the Purchaser will at all times hereafter observe and perform the restrictions and stipulations set forth in the Second Schedule hereto but so that the Purchaser shall not be liable in the case of restrictive covenants for a breach of this covenant occurring on or in respect of the property hereby transferred or any part or parts thereof after the Purchaser shall have parted with all interest therein.

C: Charges Register continued

1. Not to erect on the Property or any part thereof any building or buildings other than dwellinghouses (with or without garages greenhouses conservatories and outbuildings) in the relative positions and overall layout shown on a plan which has previously been approved in writing by the Council and the type size design layout and location and materials of construction of which shall have been approved in writing by the Council as original Vendors of the Property and subject to such reasonable stipulations as the Council may require as a condition of such approval but without prejudice to any statutory powers which the Council may from time to time possess.

2. Not to grub up fell cut down or otherwise remove or damage the hedges on the boundaries of the Property but to maintain the same in good condition Provided that this covenant shall not be deemed to prevent any trimming of the said hedges necessary for the proper maintenance thereof Provided also that the Council reserves the right to cut and trim the top of the said hedges as necessary in connection with the maintenance of the retained portions of those hedges."

4 The land is subject to the following rights excepted and reserved by the Transfer dated 20 February 1987 referred to above:-

"Except and Reserved to the Council the easements rights and privileges set out in Part II of the First Schedule

PART II

1. The right at any time or times hereafter to obstruct the access of light or air to any building for the time being erected or standing on the Property by erecting or altering any buildings or other structures on any land adjoining the Property.

.....

3. Full and free rights of using all sewers and drains now or within twenty one years hereafter to be laid in the Property or any part thereof together with all such rights in respect thereof as are exercisable by the Drainage Authority for the time being in respect of public sewers.

5 (08.07.1988) A Transfer of the land in this title dated 29 April 1988 made between (1) Wingate Self-Build Housing Association Limited and (2) Peter Anthony Collins contains restrictive covenants.

NOTE: Original filed.

6 (03.09.2007) REGISTERED CHARGE dated 8 August 2007.

NOTE: See the entry below altering the priority of this charge.

7 (03.09.2007) Proprietor: FIRSTPLUS FINANCIAL GROUP PLC (Co. Regn. No. 3315543) of FirstPlus House, The Avenue Business Park, Pentwyn, Cardiff CF23 8FF.

8 (12.10.2007) REGISTERED CHARGE dated 2 October 2007.

NOTE: See the entry below altering the priority of this charge.

9 (12.10.2007) Proprietor: STROUD AND SWINDON BUILDING SOCIETY of Rowcroft, Stroud, Glos. GL5 3BG.

10 (12.10.2007) The proprietor of the Charge dated 2 October 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

11 (12.10.2007) A Deed dated 2 October 2007 made between (1) Firstplus Financial Group Plc (2) Stroud & Swindon Building Society and (3) Colin David Fitzgerald and Karen Jane Peel relates to priorities as between the Charges dated 8 August 2007 and 2 October 2007 referred to above as therein mentioned.

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 17 November 2008 shows the state of this title plan on 17 November 2008 at 16:28:32. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

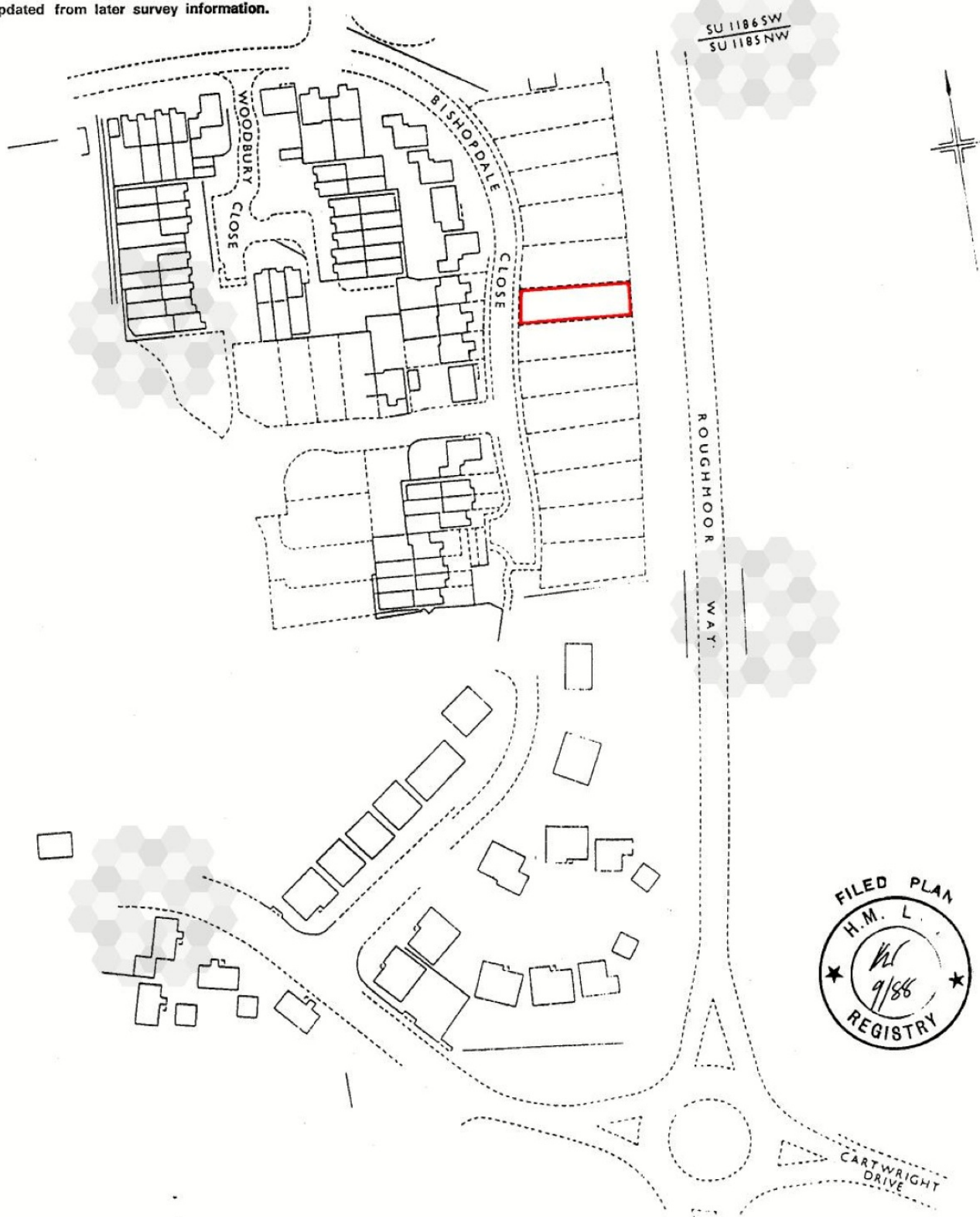
This title is dealt with by the Land Registry, Weymouth Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
		WT77609	
ORDNANCE SURVEY PLAN REFERENCE	SU 1185	SECTION	O
		Scale 1:1250	
COUNTY	WILTSHIRE	DISTRICT	THAMESDOWN
			© Crown copyright 1987

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.





Section 5 - Searches

Local Authority:

**SWINDON BOROUGH COUNCIL
Land Charges Dept
Premier Ho
Station Rd
Swindon
SN1 1TZ**

Our Reference: **LO1/125744**

Your Reference: **397806:157044/3626229**

Address of property searched: **21 BISHOPDALE CLOSE NINE ELMS
SWINDON
SN5 5UZ**

This report has been prepared on behalf of: **LIVE ORGANISATION
Academy House
403 London Road
Camberley
GU15 3HL**

The search has revealed 5 Local Land Charge registration(s)

Dated: **24 November, 2008**

As instructed this report has been prepared on behalf of the above named against the property described, following a personal search at the above named Local Authority.



Nationwide Personal Searches Limited
Kingfisher Court, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QQ
DX 133964 Uckfield 2 T 0845 873 6668 F 0845 873 6669
E info@npsearches.com W www.npsearches.com

**ENQUIRIES OF THE LOCAL AUTHORITY
(2007 Edition)**



Local Authority:

Land Charges Dept
Premier Ho
Station Rd
Swindon
SN1 1TZ

This report has been prepared following a search of the property-related information held by the above local authority including, for example, local land charges, planning and roads data. Copies of records identified in this report can be obtained direct from the local authority.

Search Reference No:

397806:157044/3626229

Date of Search:

24/11/2008

[Name and address of other search firm involved in preparation of this report - if applicable]

Not applicable

Address of land/property:

21
BISHOPDALE CLOSE NINE ELMS

SWINDON

SN5 5UZ

Other roadways, footways and footpaths in respect of which a reply in Enquiry 2 is required.

Not applicable

Please note that we are not allowed access to certain records held by this Local Authority. This report is therefore provided with a unique property specific insurance. The policy details & "key facts" are attached to this report. Policy Number: 60-022-005489.

Where answers to some questions are obtained orally by local authority officers NPS Limited can not be held liable for accuracy given.

NPS Limited has a contractual relationship/personal relationship with:

Name of Vendor:

Name of Agents:

Name of HIP Provider:

LIVE ORGANISATION

Name of Solicitors/Conveyencer:

Kingfisher Court, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QQ

DX 133964 Uckfield 2 T 0845 873 6668 F 0845 873 6669

E info@npsearches.com W www.npsearches.com

1. PLANNING AND BUILDING REGULATIONS

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

- (a) a planning permission;
- (b) a listed building consent;
- (c) a conservation area consent
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulations approval;
- (g) a building regulations completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

Please see under Planning Entries

Any Consents will be shown under Land Charges/Planning entries

Any Consents will be shown under Land Charges/Planning entries

Any Consents will be shown under Land Charges/Planning entries

Any Consents will be shown under Land Charges/Planning entries

Not replied to, however, none revealed by the Planning Department at this Council

By written application to the Planning Department at SWINDON BOROUGH COUNCIL.

By written application to the Planning Department at SWINDON BOROUGH COUNCIL.

1.2. Planning Designations and Proposals

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

- (a) Designated Land Use

Within the Local Plan Boundary

DS1 Within Urban Area Boundary

At rear -T6 Cycle Routes Existing

-ENV 20 Strategic Green Corridors (Existing)

-R4 Open Space

None revealed

Swindon Borough Council Local Plan 2011 adopted July 2006

- (b) Specific Proposals for the Property
- (c) Adopted or Proposed Development Plan

2. ROADS

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

- (a) highways maintainable at public expense;
- (b) subject to adoption and , supported by a bond or bond waiver;
- (c) to be made up by a local authority who will reclaim the cost from the frontage; or
- (d) to be adopted by a local authority without reclaiming the cost from the frontage;

Bishopdale Close is adopted

Other Information: At rear Roughmoor Way is adopted

No

No

No

3. OTHER MATTERS

3.1 Land Required for Public Purposes

Is the property included in land required for public purposes?

None

3.2 Land to be Acquired for Road Works

Is the property included in land to be acquired for road works?

None

3.3 Drainage Agreements and Consents

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

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

Please refer to the relevant Water Authority as records are no longer held by this Council

Please refer to the relevant Water Authority as records are no longer held by this Council

3.4 NEARBY ROAD SCHEMES

Is the property (or will it be) within 200 metres of any of the following -
(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

None revealed

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

None revealed

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

None revealed

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

None revealed

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

None revealed

(f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of 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?

None revealed

3.5 NEARBY RAILWAY SCHEMES

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

None revealed

3.6 TRAFFIC SCHEMES

Has the local authority approved but not yet implemented any of the following for roads, footways and footpaths (named in Box B) which abut the boundaries of the property -

(a) permanent stopping up or diversion;

None revealed

(b) waiting or loading restrictions;

None revealed

(c) one way driving;

None revealed

(d) prohibition of driving;

None revealed

(e) pedestrianisation;

None revealed

(f) vehicle width or weight restriction;

None revealed

(g) traffic calming works including road humps

None revealed

(h) residents parking controls;

None revealed

(i) minor road widening or improvement

None revealed

(j) pedestrian crossings;

None revealed

(k) cycle tracks ; or

None revealed

(l) bridge building?

None revealed

Note 1: This Council do not reply to Questions 3.4, 3.5 & 3.6 on a Personal Search. These questions have been answered by inspecting the Councils Local Development Plan, Transport & Policies Program and any other Public Available Registers only.

Note 2: Where the replies given by the council to Question 3.6 are none, in some circumstances Road Closure orders can be obtained by third parties from Magistrates Court or can be made by the Secretary of State for Transport, without involving the Council.

3.7 OUTSTANDING NOTICES

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

(a) building works	None revealed
(b) environment;	None revealed
(c) health and safety	None revealed
(d) housing;	None revealed
(e) highways; or	None revealed
(f) public health	None revealed

3.8 CONTRAVENTION OF BUILDING REGULATIONS

Has the local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations? None revealed

Note 3: This Council do not reply to Questions 3.7 & 3.8 on a Personal Search. These questions have been answered by inspection of the Local Land Charge Register and any other Public Available Registers only.

3.9 NOTICES, ORDERS, DIRECTIONS AND PROCEEDINGS UNDER PLANNING ACTS

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

(a) an enforcement notice;	None
(b) a stop notice	None
(c) a listed building enforcement notice;	None
(d) a breach of condition notice;	None
(e) a planning contravention notice;	None
(f) another notice relating to breach of planning control;	None
(g) a listed building repairs notice;	None
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation:	None
(i) a building preservation notice;	None
(j) a direction restricting permitted development;	None
(k) an order revoking or modifying planning permission;	None
(l) an order requiring discontinuance of use or alteration or removal of building or works;	None
(m) a tree preservation order; or	None
(n) proceedings to enforce a planning agreement or planning contribution?	None

3.10 CONSERVATION AREA

Do the following apply in relation to the property:-

(a) the making of the area a Conservation Area before 31 August 1974; or	Any Conservation Area will be shown under Land Charges, Planning Entries or shown on the Development Plan
(b) an unimplemented resolution to designate the area a Conservation Area?	

3.11 COMPULSORY PURCHASE

Has any enforceable order or decision been made to compulsory purchase or acquire the property? None

Note 4: Replies to Questions 3.7 – 3.11 only apply to notices already served and are revealed in the Land Charge Register or by the Planning Department of this Council. NPS Ltd cannot provide information for any notices where a decision is pending or where commencement or any serving of proceedings by this Local Authority is imminent or planned unless the relevant Department have been specifically notified and recorded the imminent commencement or serving on their records.

3.12 CONTAMINATED LAND

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

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

All Local authorities are now responsible for the preparation of reports on contamination in their respective areas. Registers of remediation notices and contaminated land identified under S78R must also be kept. These registers will not be a list of contaminated sites, rather sites where Remediation Notices have been served.

None revealed
None revealed

None revealed

Note 5: It should also be noted that it is unlikely most Councils will compile these registers before a period of around 12 months have elapsed, consequently as no information is available from the Environmental Health Department, replies are obtained from the Land Charge Register and any other Public Available Registers only.

3.13 RADON GAS

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

1 – 3% of homes are above Radon Action Level. This does not necessarily indicate the presence of Radon Gas in any particular property.

LOCAL LAND CHARGE REGISTERED ENTRIES

Description of Charge and Reference		Date of Registration
N/80/602 Outline application for town expansion		03/05/1993
N/80/608 Residential development		03/05/1983
T/82/1289 Development for employment		03/05/1983
T/82/1291 Residential development		03/05/1983
T/86/1464 Erection of 13 No dwellings		02/01/1987
Originating Authority	SWINDON BOROUGH COUNCIL	
Place where relevant Documents may be inspected	Land Charges Dept Premier Ho Station Rd Swindon SN1 1TZ	

PLANNING DEPARTMENT ENTRIES		
Reference & Description	Decision	Date
History Revealed From: 1977		
N/80/602 Outline application for town expansion	AC	03 May 1983
N/80/608 Residential Development	AC	03 May 1983
T/82/1289 Development for employment	AC	03 May 1983
T/82/1291 Residential development	AC	03 May 1983
T/86/1464 Erection of 13 No dwellings	AC	02 Jan 1987

Copies of any Planning Applications and or Decision Notices are available on request by writing to:
 Planning Department, Land Charges Dept, Premier Ho, Station Rd, Swindon, SN1 1TZ
 Note a fee will be payable.

Legend

AC - Approved with Conditions
PD - Permitted Development
R - Refused
LBC - Listed Building Consent
BR - Building Regulation

A - Approved
P - Permitted
W - Withdrawn
CAC - Conservation Area Consent

Other Information

At the rear of property The width of the adopted area of road is shown by the two to south of property.
 There is a small width verge between the rear of property and the adopted Roundmoor Way which is not adopted

SEARCH REPORT INSURANCE POLICY

Policy Issuer: Nationwide Personal Searches Limited.

Policy Number: Please see page 2 of this report.

1. Definitions

In this policy unless the context otherwise requires:

- 1.1 **"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:
 - 1.1.1 in respect of a Buyer:
 - (a) the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect of an Adverse Entry
 - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
 - (c) 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
 - 1.1.3 in respect of a Seller: actual financial loss
 - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse 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 re-enactment of them in force at the Policy Date.
- 1.9 **"Insured"** means all or any of:
 - 1.9.1 a Buyer
 - 1.9.2 a Potential Buyer
 - 1.9.3 a Seller
 - 1.9.4 a Lender
- 1.10 **"Know, Known or Knowing"** means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.11 **"Land"** means the interest in an individual residential property specified in the Bordereau.
- 1.12 **"Lender"** means a person or body making a loan to a Buyer secured over the Land.
- 1.13 **"Market Value"** means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.14 **"Policy Issuer"** means Nationwide Personal Searches Limited who will not be an insured under this Policy.
- 1.15 **"Potential Buyer"** means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.16 **"Search Report"** means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or re-enactment of them in force at the Policy Date) obtained from Nationwide Personal Searches Limited and not directly from an Appropriate Body and incorporated within a HIP.
- 1.17 **"Seller"** means a person selling the Land.
- 1.18 **"Policy Date"** means the date on which the Search Report was prepared.

2. 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:

- 2.1 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.

3. 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:

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

4. 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. Notification of a claim

- 5.1 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 07/08
 - 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171
 - 5.1.3 by e-mail to legal&claims@firsttitle.eu
- 5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

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

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

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

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

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

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

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

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

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference **SRIP 07/08** 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.

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

keyfacts®

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 and affected the land at the Policy Date but was not fully disclosed in the records of an Appropriate Body at the time a search report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007). See Coverage statement in paragraph 2 of the policy.

4. What does the policy not cover?

Among others, the insurance given under the Search Report Insurance Policy does not cover the errors of a private search company or Policy Issuer. All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

Cover under insurance given under the Search Report Insurance Policy protects only the persons specified in the policy as an "Insured" and does not continue to protect 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/07/08.

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 £3.50 plus IPT

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? **Nationwide Personal Searches Limited** is an appointed representative of First Title Insurance plc which authorised and regulated by the Financial Services Authority (FSA). First Title Insurance plc FSA Registration number is 202103. 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 are 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.

Terms and Conditions

Definitions

In these terms and conditions, the following words shall have the following meanings:

“We”, “us” and “our” references to Nationwide Personal Searches of Suite 4, Kingfisher Court, Bellbrook Business Park, Uckfield, TN22 1QQ.

“Report” means personal Local Authority Search prepared by us in respect of the Property.

“Property” means the address or location supplied by the Customer or Client in the Order for the Report.

“Order” means any request completed by the Customer or Client requesting the Report.

“Customer” means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

“Client” means the seller, buyer, potential buyer and a lender in respect of the property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

The Search Report

We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any changes in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to individual domestic property transactions only and is for the Property supplied in the Order.

3.4 The Report is intended for the personal use of the client.

3.5 Copies of the Report may be made for inclusion in a Home Information pack, to comply with the provisions in the Home Information Pack (No.2) Regulations 2007.

Liability and Insurance

We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We accept liability for death or personal injury arising from our negligence.

4.2 We have insurance in place to meet the requirements of paragraphs 4 and 7 (local searches) of

schedule 6 of the Home Information Pack(No.2) Regulations 2007 to protect the Client against negligence by us and with regard to information to be included in the Report. Our insurers in respect of the Report are:

Insurer(s): AIG Europe (UK) Limited, The AIG Building, 58 Fenchurch Street, London, EC3M 4AB and First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT

4.3 The Relevant Local Authority will be liable for any negligent or incorrect entry in the records searched.

NPS Limited will be liable for any negligent or incorrect interpretation of the records searched.

NPS Limited will be liable for any negligent or incorrect recording of that interpretation in the search report.

Price and Payment

The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Customer and/or Client has an account with us for payment of the Reports, we must receive payments for Reports in full before the Report is produced.

Confidentiality

All instructions and information received by us shall be dealt with by us in the strictest confidence.

Copyright

The copyright and intellectual property rights in the Report shall remain our property.

7.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

Complaints

NPS Limited subscribe to the Search Code and are registered with the Property Codes Compliance Board. We have a formal written complaints procedure for handling complaints speedily and fairly. Complaints under the Code may also be referred to the Independent Property Codes Adjudication Scheme.
www.propertycodes.org.uk

General

If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

9.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts.

Consumer Information Important Protection

This search has been produced by Nationwide Personal Searches Limited of Suite 4, Kingfisher Court, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QQ. T. 0845 873 6668 F. 0845 873 6669, which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

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

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

The Code's main commitments

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

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

Keeping to the Search Code

How search organisations 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 us, and if appropriate, ask for your complaint to be considered under our formal internal complaints procedure. If you remain dissatisfied with our final resolution after your complaint has been formally considered or if we have 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 us failing to keep to the Code.

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

NPS Limited appointed Code Compliance Officer: Mr Bailey

Contact Details

The Property Codes Compliance Board:
Telephone: 020 7917 1817
Email: info@propertycodes.org.uk

Independent Property Codes Adjudication Scheme
Telephone: 020 7520 3800
Email: info@idrs.ltd.uk

You can get more information about the PCCB & IPCAS from the PCCB website:
www.propertycodes.org.uk

Please ask us if you would like a copy of the full Search Code

Residential

CON29DW Drainage & Water Search



The Live Organisation
Academy House, 403
LONDON ROAD
CAMBERLEY
GU15 3HL

Search address supplied 21
BISHOPDALE CLOSE NINE ELMS
SWINDON
SN5 5UZ

Your reference 397807
Our reference DWS/DWS Standard/2008_1345560

Received date 17 November 2008
Search date 18 November 2008

Responses as required by the Home Information Pack Regulations (No2) 2007.

For any queries relating to this report please contact our Customer Support Team on 0118 925 1504 quoting our Reference.

Thames Water Utilities Ltd

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I www.twpropertyinsight.co.uk

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No. 2366661, Registered office
Clearwater Court, Vastern Road
Reading RG1 8DB

CON29DW
DRAINAGE AND WATER ENQUIRY

Residential

CON29DW Drainage & Water Search



Search address supplied: 21, BISHOPDALE CLOSE NINE ELMS, SWINDON,
SN5 5UZ

Any new owner or occupier will need to contact Thames Water on 0845 9200 888 or log onto our website www.thameswater.co.uk and complete our online form to change the water and drainage services bills to their name.

This CON29DW Drainage and Water Search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to regulation 8(1) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The following records were searched in compiling this report: - the Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Thames Water Utilities Ltd (TWUL) holds all of these.

TWUL, trading as Property Insight, are responsible in respect of the following: -

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

Please refer to the attached [Terms & Conditions](#).

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CON29DW Drainage & Water Search



Q1 – Interpretation of CON29DW Drainage and Water Search

This report complies with the terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667.

Q2 – Enquiries and Response

This CON29DW Drainage and Water Search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(1) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Toni Pistorius of Thames Water Utilities who has no, 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 Toni Pistorius of Thames Water Utilities who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

For your guidance:

- Thames Water Property Insight's Complaints Procedure:
 - o Thames Water Property Insight offers a robust complaints procedure. Formal complaints can be made by telephone, in writing or by email at searches@thameswater.co.uk.
 - o Whilst we will endeavour to resolve complaints by telephone, there may be the need to investigate the complaint further to identify the error and in some cases 3rd party consultation will be required. For this reason, we will log all complaints on our system and a response will be provided to the customer within 24 hours. If no error has occurred a full explanation will be provided.
 - o If the query cannot be resolved within 24 hours, the customer will be provided with an update within 48 hours. Where necessary the search will be recompiled free of charge and an amended copy will be dispatched to the customer as soon as possible.
 - o For queries relating to an expedited search that has exceeded its SLA, the fees will be adjusted accordingly. If a refund or compensation has been agreed, this will be sent to the customer within approximately 6 weeks.
 - o If the customer is not satisfied with the resolution to their query, a Senior Manager will review the matter and respond within 5 working days.

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CON29DW Drainage & Water Search



Q3 – Where relevant, please include a copy of an extract from the public sewer map.

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

For your guidance:

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

Q4 – Does foul water from the property drain to a public sewer?

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

For your guidance:

- Water companies are not responsible for any private drains and sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer that also serves other properties. These may pass through land outside 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.

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Q5 – Does surface water from the property drain to a public sewer?

Records indicate that surface water from the property does not drain to a public sewer.

For your guidance:

- Water companies are not responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.
- 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 that 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, water company records do not distinguish between foul and surface water connections to the public sewerage system.
- 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.

Q6 – Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that sewers serving the development, of which the property form part are not the subject of an existing adoption agreement or an application for such an agreement.

For your guidance:

- 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 and meeting the requirements of 'Sewers for Adoption' 6th Edition.

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Q7 – Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

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

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.
- 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.

Q8 – Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property.

For your guidance:

- 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 measurement 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.

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Q9 – Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

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

For your guidance:

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

Q10 – Where relevant, please include a copy of an extract from the map of waterworks.

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

For your guidance:

- The “water mains” in this context are those, which are vested in and maintainable by the water company under statute.
- Assets other than public water mains may be shown on the plan, for information only.
- Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- If an extract of the public water main record is enclosed, this 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.

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Q11 – Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

For your guidance:

- 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.

Q12 – Who are the sewerage and water undertakers for the area?

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area and Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB, Tel: 0845 9200 888 is the water undertaker for the area.

Q13 – Is the property connected to mains water supply?

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

For your guidance:

- The Company does not keep details of private supplies. The situation should be checked with the current owner of the property.

Q14 – Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.

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Q15 – What is the current basis for charging for sewerage and water services at the property?

The charges are based on the rateable value of the property of £247.00 and the charge for the current financial year is £386.96.

For your guidance:

- Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.
- The 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 company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- Where charges are given these are based on the data available at the time of the report.
- The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
 - o Watering the garden other than by hand (this includes the use of sprinklers).
 - o Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
 - o A bath with a capacity in excess of 230 litres.
 - o A reverse osmosis unit

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Q16 – Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

The basis for the charges will change and will be based on a metered supply.

For your guidance:

- Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.
- The 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 company. Details are available from the Office of Water Services (OFWAT) website is www.ofwat.gov.uk.
- It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.
- The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
 - o Watering the garden other than by hand (this includes the use of sprinklers).
 - o Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
 - o A bath with a capacity in excess of 230 litres.
 - o A reverse osmosis unit

Q17 – Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £19.00 for each financial year.

For your guidance:

- Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
- Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges. For further information please contact Thames Water on Tel: 0845 9200 888 or website www.thameswater.co.uk

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Q18 – Please include details of the location of any water meter serving the property.

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

For your guidance:

- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the water undertakers mentioned in question 12.

Q19 – Who bills the property for sewerage services?

The property is billed for sewerage services by;

Thames Water Utilities Limited
Clearwater Court
Vastern Road
Reading
Berkshire
RG1 8DB

Tel: 0845 9200 888
Fax: 0207 713 3858
Internet: www.thameswater.co.uk.

Q20 – Who bills the property for water services?

The property is billed for water services by;

Thames Water Utilities Limited
Clearwater Court
Vastern Road
Reading
Berkshire
RG1 8DB

Tel: 0845 9200 888
Fax: 0207 713 3585
Internet: www.thameswater.co.uk.

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Q21 – Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

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

Residential

CON29DW Drainage & Water Search



For your guidance:

- 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 water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0845 9200 800 or website www.thameswater.co.uk

Q22 – Is the property at risk of receiving low water pressure or flow?

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

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For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- “Low water pressure” means water pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented 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 10metres / head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or the Institute of Plumbing handbook.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **Abnormal demand:** This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Companies should exclude from the reported DG2 figures properties, which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
- **Planned maintenance:** Companies should not report under DG2 (Low Pressure Register) low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
- **One-off incidents:** This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

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- **Low-pressure incidents of short duration:** Properties affected by low pressures, which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.
- Please contact your water company mentioned in Question 12 if you require further information.

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Q23 – Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

The analysis confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances and these are:

1 out of 145 tests failed to meet the standard for coliform bacteria.

For your guidance:

- The statement about the quality of drinking water (above) is based on samples taken, during 2007, across an area that may contain more than 50,000 properties (a Water Supply Zone). The information given only provides a general indication of water quality and should not be used to determine water quality at a particular property. Where the report shows a sample has failed to meet the required standards, this is normally due to isolated local circumstances.
- Thames Water investigates all infringements of drinking water quality standards and takes appropriate corrective actions to resolve any problems. If there were any risk to public health from the quality of drinking water supplied, the Company would have informed customers immediately and advised not to drink the water until the issue had been resolved.
- Water companies 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 the kitchen. However, the householder is responsible for any of 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 company mentioned in Question 12 for further advice.

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- The Water Company undertakes 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 company is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operation can be examined. Further information may be found at www.dwi.gov.uk
- If you require further advice regarding these failures, please contact your Water Company mentioned in Question 12.

Q24 – Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

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

For your guidance:

- Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
- Please contact your water company mentioned in Question 12 if you require further information.

Thames Water Utilities Ltd

Property Insight
PO Box 3189
Slough SL1 4WW

DX 151280 Slough 13

T 0118 925 1504
F 0118 923 6655/57
E searches@thameswater.co.uk
I www.twpropertyinsight.co.uk

Registered in England and Wales
No. 2366661, Registered office
Clearwater Court, Vastern Road
Reading RG1 8DB

Residential

CON29DW Drainage & Water Search



Q25 – Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

The nearest sewage treatment works is 1.127 kilometres to the east of the property. The name of the nearest sewage treatment works is Rodbourne.

For your guidance:

- The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
- The sewerage undertaker's records were inspected to determine the nearest sewage treatment works.
- It should be noted 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, Thames Water Utilities 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.thameswater.co.uk

Payment for this Search

The charge will be added to the NLIS Account. This search was ordered through National Land Information Services, Russell Square House, 10-12 Russell Square, London WC1B 5LF.

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information.

All prices are in accordance with the standard terms of Property Insight; discounts are available, please contact us on 0118 925 1504 to obtain further details.

Thames Water Utilities Ltd

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The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Page 18 of 22



Residential Drainage & Water Search Sewer Key

Public Sewer Pipes (Operated & Maintained by Thames Water)



Foul Sewer: A sewer designed to convey waste water from domestic and industrial sources to a treatment works.



Surface Water Sewer: A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers, watercourses or a treatment works.



Combined Sewer: A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.



Trunk Sewer: A strategic sewer which collects either foul or surface water flow from a number of subsidiary catchments and transfers this flow to a pumping station, river outfall or treatment works.



Storm Overflow Sewer: A sewer designed to convey excess rainfall to rivers or watercourses so that the flow does not exceed the capacity of normal sewers (which could cause flooding).



Biosolids: A sewer designed to convey sludge from one treatment works to another.



Vent Pipe: A section of sewer pipe connected between the top of a sewer and vent column, used to prevent the accumulation of gas in a sewer and thus allowing the system to operate properly.



Rising Main: A pipe carrying pumped flow under pressure from a low point to a high point on the sewerage network. Line style / colour and direction of fleck indicate sewer purpose and direction of flow within the pipe.



Trade Effluent: Waste water from trade source (e.g. a chemical company) released into sewers under licence controlling the level and strength of the discharge. This is necessary as many types of industrial waste need special treatment and would interfere with the normal domestic treatment process.



Vacuum: A foul sewer designed to remove foul sewerage under pressure (vacuum sewers cannot accept direct new connections).



Proposed Foul Sewer



Proposed Surface Water Sewer

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plans are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate direction of flow.
- 4) For symbols referred to as 'Other' on this key, please see the plan for further information.

Other Sewer Types (Not Operated or Maintained by Thames Water)



Foul Sewer: Any foul sewer that is not owned by Thames Water.



Surface Water Sewer: Any surface water sewer that is not owned by Thames Water.



Combined Sewer: Any combined sewer that is not owned by Thames Water.



Highway Drain: A sewer designed to convey surface water from large roads, motorways, etc. to watercourses or to public surface water sewers. These sewers are generally maintained by the relevant highway authority.



Status unknown: The ownership or purpose of the pipe is unknown.



Culverted Watercourse: A watercourse running through a culvert or pipe which is the responsibility of the property owner or the Environment Agency.



Abandoned Sewer: A disused sewer. Usually filled with cement mixture or removed from the ground.

Other Symbols



Demarcation Chamber: Indicates the boundary between the Thames Water length of lateral and the private lateral. They are generally of plastic construction.



Undefined Ends: These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.



Public/Private Pumping Station: Foul or Surface water pumping station.

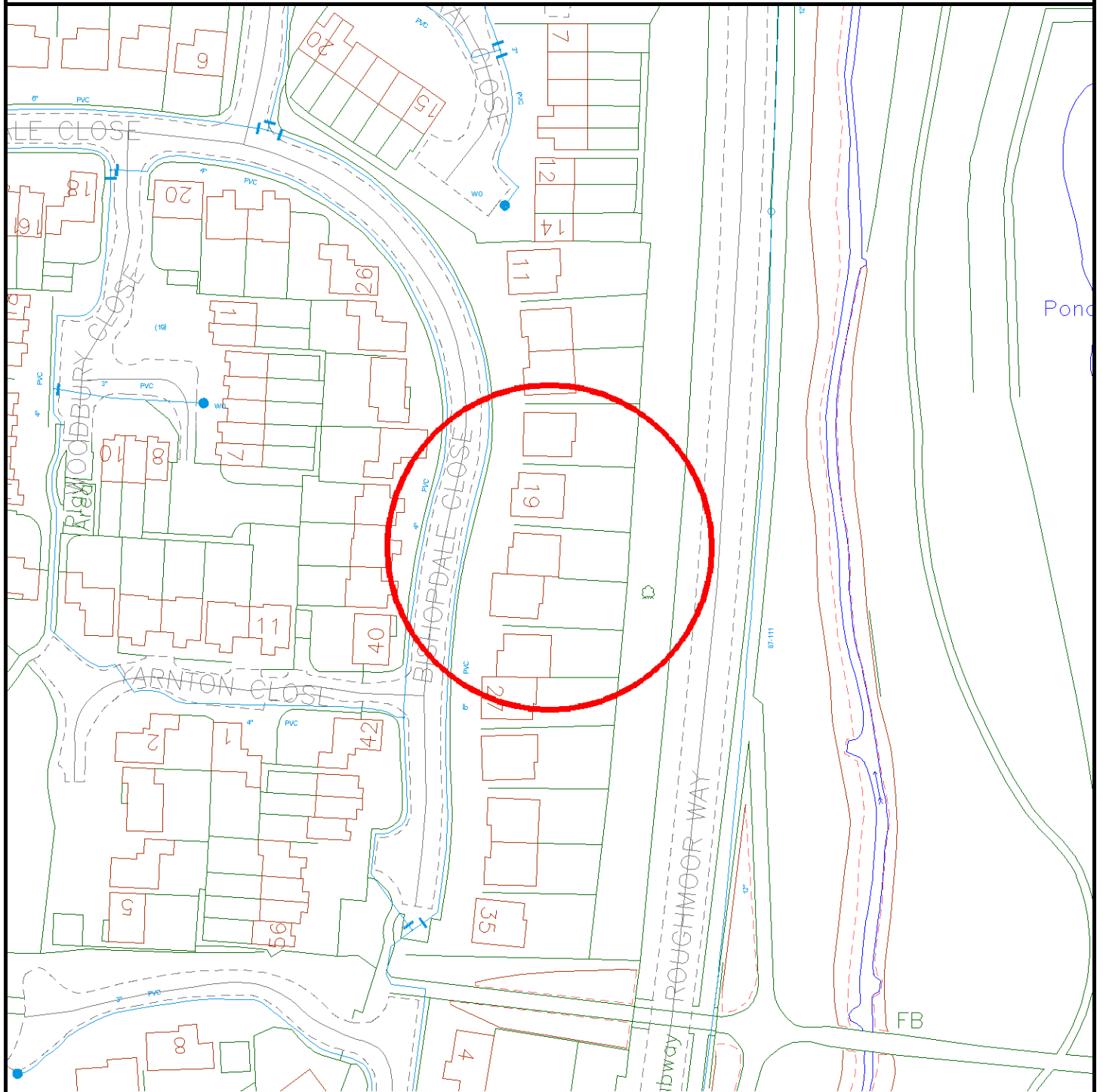


Soakaways: Soakaways are designed to allow surface water to drain naturally into the ground.

- 5) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 6) -9999.00 or 0 on a manhole level indicates that data is unavailable.

- 7) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. When cover and invert levels appear on a plan they are clearly prefixed by 'CL' and 'IL'. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0118 925 1504.

**Residential CON29DW Drainage & Water Search Water Map-DWS/DWS
Standard/2008_1345560**



The width of the displayed area is 200m

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. WU298557 Crown Copyright Reserved.



Residential Drainage & Water Search Water Key

Public Water Pipes (Operated & Maintained by Thames Water)

4"	Distribution Main: The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
16" TRUNK	Trunk Main: A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.
3" SUPPLY	Supply Main: A supply main indicates that the water main is used as a supply for a single property or group of properties.
3" FIRE	Fire Main: Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.
3" METERED	Metered Pipe: A metered pipe indicates that the pipe in question supplies water for a single property or group of properties and that the quantity of water passing through the pipe is metered even though there may be no meter symbol shown.
	Transmission Tunnel: A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.
	Other (Specified on plan)
---	Proposed Main: A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.

Depth of Water Pipes (Normal Cover)

PIPE DIAMETER	DEPTH BELOW GROUND
Up to 300mm (12")	900mm (3')
300mm - 600mm (12" - 24")	1100mm (3' 8")
600mm and bigger (24" plus)	1200mm (4')

Pipe fittings and controls (Operated & Maintained by Thames Water)

●	Hydrant: A point on a water main which is used by the fire services or for operational purposes by Thames Water.
■	Meter: Used to measure water flowing through a water main for domestic metering or operational purposes by Thames Water.
+	General Purpose Valve: Valves allowing control of water flow or pressure within the system.
◆	Air Valve: A valve which allows the release of trapped air within a water pipe.

Other Water Pipes (Not Operated or Maintained by Thames Water)

---	Private Main: Indicates that the water main in question is not owned by Thames Water. These mains normally have text associated with them indicating the diameter and ownership of the pipe.
ANGLIAN	Other Water Company Main: Occasionally other water company water pipes may overlap the border of our clean water coverage area. These mains are denoted in purple and in most cases have the owner of the pipe displayed along them.

Note:
Most private pipe work and assets i.e. stopcocks, are not shown on our plans (in the past this information had not been recorded).

CON29DW DRAINAGE & WATER ENQUIRY (DOMESTIC).

TERMS AND CONDITIONS

The Customer the Client and the Purchaser are asked to note these terms, which govern the basis on which this drainage and water report is supplied

Definitions

'The Company' means Thames Water who produces the Report.

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

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

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

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

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

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

Agreement

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

1.2 The Customer the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following:-

2.1 The information contained in the Report can change on a regular basis so The Company cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.

2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.

2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.

2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer the Client and the Purchaser The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

3.1 The Company shall not be liable to the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company are not responsible.

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

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.

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

Copyright and Confidentiality

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

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

4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.

4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.

4.5 The Customer the Client and the Purchaser agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

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

General

6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.3 Nothing in these terms and conditions shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

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

These Terms & Conditions are available in larger print for those with impaired vision.



Section 6 - Other Documents



ASSOCIATION OF
HOME INFORMATION
PACK PROVIDERS

EXECUTIVE MEMBER

Consumer Information

Important Protection

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

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

The Code's main commitments

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

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

Keeping to the HIP Code

How HIP providers maintain compliance with the HIP Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your HIP, 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 HIP provider failing to keep to the Code.

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

IPCAS Contact Details:

Telephone: 020 7520 3810

Email: info@idsr.ltd.uk

You can also get more information about the PCCB and IPCAS from the PCCB website at:

www.propertycodes.org.uk

PLEASE ASK YOUR HIP PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL HIP CODE.

This Live HIP has been prepared by enact Conveyancing Limited also trading as enact Direct Legal Solutions who are registered with the Property Code Compliance Board as a subscriber to the HIP Code.

Telephone Number : 0870 835 2992

The Live Organisation are an Executive Member of the Association of Home Information Pack Providers.





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