

## Home Information Pack



***Property Address:***

**8 High Street  
Twickenham  
Middlesex  
TW4 8AF**

**Doc Ref # 123456**

***Compiled by:***

HIPACE Limited  
43 Geary Road  
London NW10 1HJ

Tel: 07717 298700  
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## Home Information Pack

This Home Information Pack (the HIP) document is compiled by HIPACE Limited hereinafter referred to as HIPACE under instructions from and on behalf of :

Name:	Mr A Smith
of:	8 High Street Twickenham Middlesex TW4 8AF

*hereinafter referred to as **the Seller***

for the proposed sale of the property located at and known as:

Address:	<b>8 High Street Twickenham Middlesex TW4 8AF</b>
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*hereinafter referred to as **the Property***

Now that all interested party or parties to this document should note that:

- (A) This document complies with the requirements of the Housing Act 2004 (Part 5)
- (B) The documents herein from official searches of the Land Registry and Water and Drainage Authority records are true and accurate records of the particulars as received from the relevant authorities.
- (C) The documents herein from searches of the local authority records are indemnified by the appointed search agent to be true and accurate records of the particulars for the Property on the day they were searched.
- (D) The statements and testimonials from the Seller, their agent and/ or representative recorded herein are true and accurate representation of their communication.
- (E) The Energy Performance Certificate included herein is by a duly accredited person whose accreditation details appears of the certificate

In addition to this page, this document contains pages under the following section headings

<b>Section 1</b>	Energy Performance Certificate	Included on	07/02/2007
<b>Section 2</b>	Sale Statement	Included on	07/02/2007
<b>Section 3</b>	Evidence of Title	Included on	07/02/2007
<b>Section 4</b>	Commonhold/ Leasehold Documents	NOT Included	Not Required
<b>Section 5</b>	Local Authority Search Results	Included on	07/02/2007
<b>Section 6</b>	Local Water & Sewerage Search Results	Included on	07/02/2007
<b>Section 7</b>	Property Use Questionnaire	Included on	07/02/2007
<b>Section 8</b>	Property Contents Questionnaire	Included on	07/02/2007



## Section 1

### Energy Performance Certificate

The Energy Performance Certificate has been prepared by an accredited assessor.

SAMPLE

# Energy Performance Certificate



8 High Street,  
Twickenham,  
Middlesex,  
TW4 8AF

Dwelling type: Semi-detached house  
Date of assessment: 07 February 2007  
Date of certificate: [dd mmmm yyyy]  
Reference number: 0000-0000-0000-0000-0000  
Total floor area: 90 m<sup>2</sup>

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

## Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92-100) <b>A</b>		
(81-91) <b>B</b>		
(69-80) <b>C</b>		
(55-68) <b>D</b>		
(39-54) <b>E</b>	54	59
(21-38) <b>F</b>		
(1-20) <b>G</b>		
Not energy efficient - higher running costs		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

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

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

	Current	Potential
Very environmentally friendly - lower CO <sub>2</sub> emissions		
(92-100) <b>A</b>		
(81-91) <b>B</b>		
(69-80) <b>C</b>		
(55-68) <b>D</b>		
(39-54) <b>E</b>	45	48
(21-38) <b>F</b>		
(1-20) <b>G</b>		
Not environmentally friendly - higher CO <sub>2</sub> emissions		
<b>England &amp; Wales</b>	EU Directive 2002/91/EC	

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

## Estimated energy use, carbon dioxide (CO<sub>2</sub>) emissions and fuel costs of this home

	Current	Potential
Energy use	302 kWh/m <sup>2</sup> per year	276 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	5.9 tonnes per year	5.4 tonnes per year
Lighting	£64 per year	£38 per year
Heating	£498 per year	£469 per year
Hot water	£152 per year	£142 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.



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

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](http://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 [scheme name], 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. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: [accreditation number]  
Assessor's name: [assessor name]  
Company name/trading name: [company name]  
Address: [company address]  
[address continued]  
Phone number: [phone]  
Fax number: [fax]  
E-mail address: [e-mail]  
Related party disclosure: [disclosure]

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at [website address] 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 building. Different methods of calculation are used for homes and for other buildings. Details can be found at [www.communities.gov.uk](http://www.communities.gov.uk).

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

## About the impact of buildings on the environment

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

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

- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

### Visit the Government's website at [www.communities.gov.uk](http://www.communities.gov.uk) to:

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

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

8 High Street,  
Twickenham,  
Middlesex,  
TW4 8AF

Date of certificate: [dd mmmm yyyy]  
Reference number: 0000-0000-0000-0000-0000

## 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)	Good	Good
Roof	Pitched, insulated (assumed)	Good	Good
Floor	Solid, no insulation (assumed)	–	–
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, oil	Average	Average
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	None	–	–
Hot water	From main system	Average	Average
Lighting	Low energy lighting in 30% of fixed outlets	Average	Average
Current energy efficiency rating		E 54	
Current environmental impact (CO <sub>2</sub> ) rating		E 45	

## Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£19	D 56	E 45
Sub-total	£19		
<b>Higher cost measures (over £500)</b>			
2 Upgrade heating controls	£46	D 59	E 48
Total	£65		
Potential energy efficiency rating		D 59	
Potential environmental impact (CO <sub>2</sub> ) rating		E 48	

## 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.

3 Solar water heating	£30	D 61	E 50
4 Change room heaters to Band A gas condensing boiler	£171	C 71	D 67
5 Solar photovoltaics panels, 25% of roof area	£21	C 73	C 69
Enhanced energy efficiency rating		C 73	
Enhanced environmental impact (CO <sub>2</sub> ) rating		C 69	

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



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

### Lower cost measures (typically up to £500 each)

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

#### 1 Low energy lighting

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

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

#### 2 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.

## About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home.

#### 3 Solar water heating

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

#### 4 Band A condensing gas boiler

Changing the heating to use a mains gas boiler that provides both space and water heating will save money, as mains gas is currently cheaper than the fuel being used at present. A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat the property, 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). This improvement is most appropriate when the existing heating system needs repair or replacement. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

#### 5 Solar photovoltaics (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 Solar Trade Association has up-to-date information on local installers who are qualified electricians and 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 registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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



## Section 2

### Sale Statement

This sale statement is made under the Home Information Pack Regulations and it is part of a complete Home Information Pack for the Property.		Date: 07/02/2007	
Full address of the Property being sold is know as:	<b>8 High Street</b> <b>Twickenham</b> <b>Middlesex</b> <b>TW4 8AF</b>		
	Post Code:	<b>T</b>	<b>W</b>
1. The property built form is:	<input checked="" type="checkbox"/> House <input type="checkbox"/> Bungalow <input type="checkbox"/> Flat <input type="checkbox"/> Maisonette		
2. If the Property is a flat, then specify the type of building it is in:	<input type="checkbox"/> Purpose built block/mansion <input type="checkbox"/> A converted house <input type="checkbox"/> Conversion of commercial premises		
3. The property being sold is (or will be):	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input type="checkbox"/> Leasehold starting (or likely to start) from _____ and with ____ years left on the lease		
4. The title to the interest in the Property being sold is:	<input checked="" type="checkbox"/> Registered at Land Registry <input type="checkbox"/> Unregistered		
5. Who is selling the property?	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner <input type="checkbox"/> Other (give details): _____		
6. The property is being sold:	<input checked="" type="checkbox"/> With full vacant possession <input type="checkbox"/> With partial vacant possession.		

Please check the boxes to confirm that ☒ this form has been completed by the seller(s) or with their authority; and ☒ to the best of the seller's knowledge, the answers are true and accurate.

# Property Location Plan



X: 5230 Y: 1825  
Borough Council

Address:

Date:

Customer Reference:

NOTES:  
No notes added

## Section 3

### Evidence of Title

Official copy of the documents from HM Land Registry.

**3.1** Official copy of register of title

**3.2** Official copy of title plan

SAMPLE

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.



SAMPLE





## Official copy of register of title

Title number MX

Edition date 29.11.2007

- This official copy shows the entries on the register of title on .
- 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 .
- 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](http://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 Swansea Office.

### A: Property Register

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

BRENT

- 1 (02.04.1964) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being .

### 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 (23.02.1987) PROPRIETOR:

### C: Charges Register

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

- 1 A Deed of covenant dated 2 October 1882 made between (1) The Several Persons whose names descriptions and seals were respectively subscribed and set in the Second Schedule thereto and (2) The United Land Company Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (12.04.1996) REGISTERED CHARGE dated 28 March 1996 to secure the moneys including the further advances therein mentioned.
- 3 (29.11.2007) Proprietor:
- 4 (24.04.2003) REGISTERED CHARGE dated 28 March 2003 to secure the moneys

## C: Charges Register continued

including the further advances therein mentioned.

5 (29.11.2007) Proprietor:

6 (24.04.2003) The Charge Certificate relating to the charge dated 28 March 2003 in favour of is retained in Land Registry (Section 63 of the Land Registration Act 1925)

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Deed of Mutual Covenant dated 2 October 1882 referred to in the Charges Register:-

In consideration of the premises each of them the said several persons parties hereto of the first part doth hereby for himself his heirs executors administrators and assigns covenant with the other of them his heirs and assigns and also as a separate covenant with the Company their successors and assigns that they the said several persons parties hereto of the first part their heirs and assigns and all persons claiming under them respectively will from time to time and at all times hereafter pay on demand all and singular the sum and sums of money which shall from time to time become due in respect of the plot or plots purchased by or conveyed to them respectively as aforesaid under or by virtue of the terms stipulations and conditions contained in the First Schedule hereto and will observe perform and fulfil all and every the covenants restrictions and agreements as to the mode of building on and the occupation of the plots respectively purchased by or conveyed to them expressed or contained in the said First Schedule so far as the same respectively relate to the said respective plots so purchased by or conveyed to them as aforesaid, and so far as the said covenants restrictions and agreements are on their parts respectively to be observed performed and fulfilled.

PROVIDED ALWAYS that no covenant herein contained shall be personally binding on any person or persons except whilst he or they shall respectively be seized of or entitled to the plot or plots in respect of which the same covenant is entered into.

THE FIRST SCHEDULE to which the above INDENTURE REFERS

### STIPULATIONS

1. Frontages and Rounded Corners of each corner Lot the shorter external boundary shall be deemed the front and the longer the side or flank; and houses thereon shall be built accordingly The rounded corners of lots where shown on the plan are struck with a radius of 4 feet the distances being measured from the point of intersection of the boundary lines.

2. Building Lines. The Building Lines are to be at the distances from the road boundaries shown on the plan; and excepting ordinary architectural dressings or bay windows no erection or building or portion thereof is to project upon or overhang the space between building lines and road boundary.

3. Fences. Each Purchaser is to make when required and afterwards to maintain close boundary fences on the sides of his lot or group of lots marked T within the boundary lines, those between building line and road boundary not more than 5 feet high, those behind building lines, not less than 5" nor more than 6" feet high. If any Purchaser shall make default in erecting any such fence as aforesaid within 30 days, or in repairing any such fence within 10 days after notice requiring him so to do shall have been given to him or left for him at his residence or on his lot or group of lots by any adjoining purchaser or (in the absence of sale) by the company then such adjoining purchaser or such company shall be at liberty forthwith to erect or repair any such fence or to erect and keep in repair a temporary fence and the purchaser making any such default shall on demand repay to such adjoining purchaser or the company all moneys expended by the former or latter for the purposes aforesaid and all expenses relating thereto.

4. Roads and Sewers. The Company have formed the roads and drainage on the estate and every owner of a lot and his tenants shall at all times

## Schedule of restrictive covenants continued

have free use of the same provided always that until the public authorities shall take upon themselves the repair thereof the owner of each lot is to pay to the company his proportion of any repairs or cost of maintenance thereof and the expenses connected therewith which may be performed or incurred by them; such proportion to be adjusted by the company's surveyor with reference to the frontages of the lots.

5. Other Roads or Ways. No lot or portion thereof is to be made into or used as a road or way.

6. Temporary Erections. No temporary building of any kind is to be erected on any lot except sheds or workshops to be used only for the works incidental to the erection of the house or houses or other structures to be built thereon or on some other lot.

7. Hotel and Shop Lots. On no lot except on lot 122 shall any hotel tavern public house beer house or shop for the sale of intoxicating liquor of any kind either by wholesale or retail to be consumed on or off the premises be built nor shall any other house be used as such and no building erected on any lot except on lots marked Shop Lots on the plan shall be used as a shop and on no lot shall any manufacture be carried on.

8. Building Values. Houses and shops on the lots fronting Harrow Road to be of the minimum cost (exclusive of stabling) of £350 each; houses fronting other roads £200 each and public house £500.

9. Buildings. On no lot shall more than one house be built nor until a house be built shall any domestic office or stable or other inferior permanent building be erected.

10. Party Walls. The side wall of any house on any lot can be built as a party wall that is to say having one moiety of its thickness on an adjoining lot. The adjoining owner or lessee to pay his proportion of the cost of the said wall when used for building purposes at the current value.

11. Water closets and privies. On no lot shall any water-closet or privy be erected detached from other buildings.

12. Prohibitions. No house or building erected on any lot shall be used for the carrying on of any noisy noisome or offensive trade or business whatsoever nor shall any house building or lot be used for any purpose which may be a nuisance or annoyance to any adjoining owner or to the company their successors or assigns or to the neighbourhood.

13. Gravel &c. Upon no lot shall any person excavate any gravel clay or any material of any kind whatsoever nor shall any brickmaking be carried on on the property nor shall any sale of building materials be held on any lot.

14. Rights reserved. The company reserve the right of allowing a departure from these stipulations in any one or more cases.

15. Lots subject to Tithe Lot 122 must be taken subject to the payment of the Tithe or Corn Rent Charge of about £1.6.0. per annum and lots 123, 124, 125, 126, 127, 200, 201 and 202 subject to the payment of about 18/- each per annum.

NOTE 1: The building line referred to in paragraph (2) above is the line of the existing buildings

NOTE 2: T' marks referred to in paragraph (2) above affect the eastern and northern boundaries of the land in this title

NOTE 3: The land in this title comprised plot 489 on the said plan - see paragraph 15 above.

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 [redacted] shows the state of this title plan on [redacted] 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, Swansea Office .

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SAMPLE



# H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX

SHEET

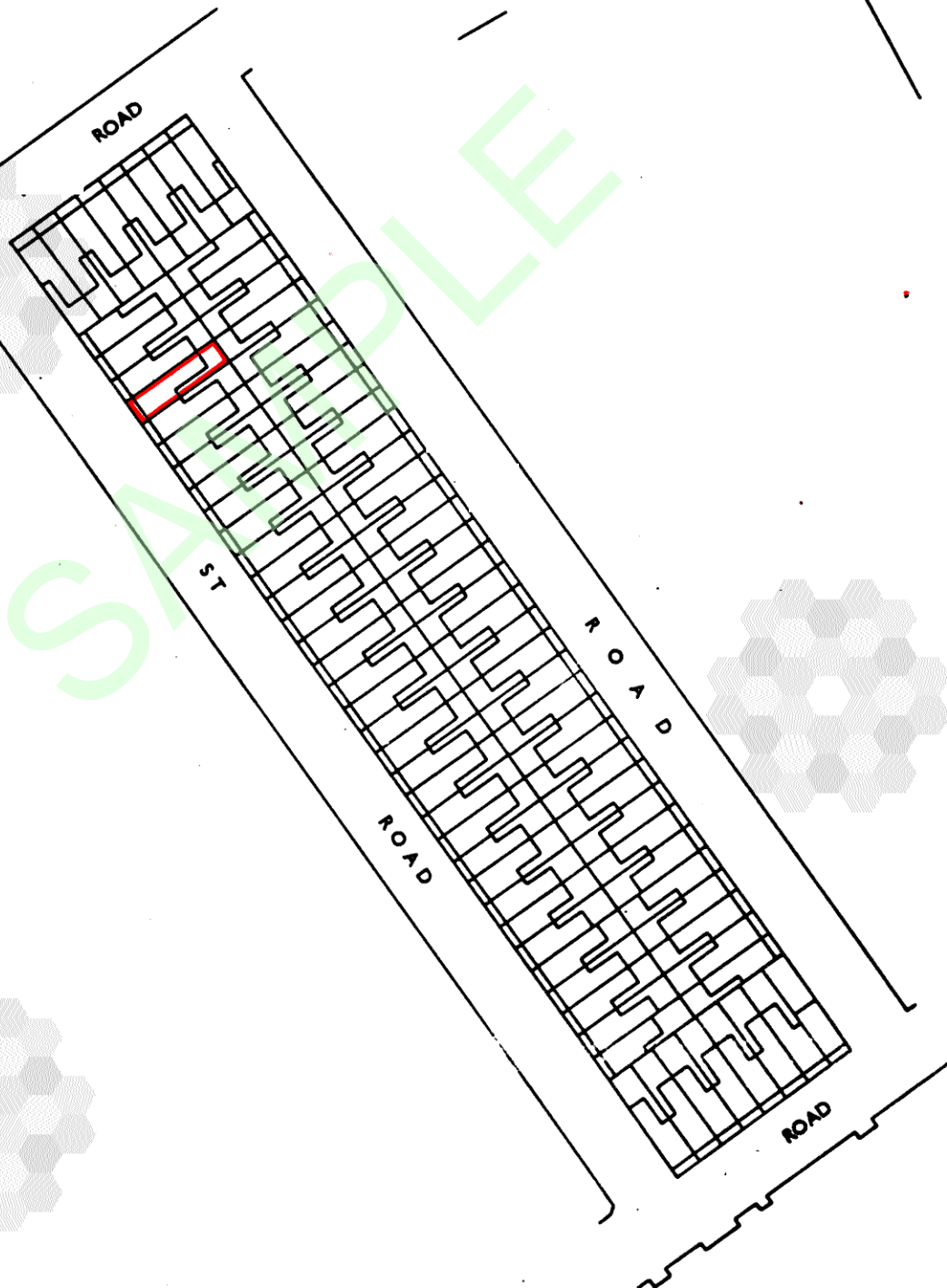
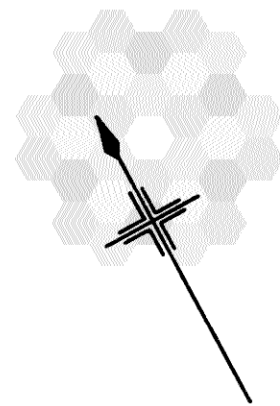
TQ

SECTION

M

(NATIONAL GRID)

Scale 1/1250



Old Reference MIDDLESEX XVI 7 AE



Made and printed by the Director  
General of the Ordnance Survey,  
Chessington, Surrey. 1961 for HMLR

© Crown Copyright 1961

Filed Plan of Title No. **MX**

## Section 4

### Commonhold/ Leasehold Documents

A true copy of the lease document supplied by HM Land Registry.

-- NOT REQUIRED --  
Not included

SAMPLE

## Section 5

### Local Authority Search Results

The following records of personal searches of the local authority register are indemnified by the appointed search agent to be true and accurate record of the particulars on the day they were examined and recorded.

- 5.1** Local Land Charges Register Entries
- 5.2** Enquiries of the Local Authority (2007 Edition)
- 5.3** Personal Search Insurance Certificate

SAMPLE



## ENQUIRIES OF THE LOCAL AUTHORITY

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Local Authority:

Page 1 of 20

**Harrow London Borough Council**  
**PO Box 2, Civic Centre, Station Road, Harrow, Harrow,**  
**HA1 2UH**

Search No:

Date:

Reference:

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Property made subject to Search:

All Personal Local Authority searches undertaken by Watervale Limited are carried out by employees of the company. This ensures that the highest quality and standards are maintained.

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Search prepared for:

**HIPACE Limited**  
**43 Geary Road, London, NW10 1HJ**

The following persons have no personal or business relationship with any person involved in the sale of the property

Search Conducted by: Nenad Banjanin  
Search Prepared by: **Sophie Mckeown**

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### Certificate of Search

It is hereby certified that the search requested above reveals the attached registrations described in the schedule hereto - up to and including the date of this Certificate.

Signed

On behalf of  
**Conveyancing Searches**

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Conveyancing Searches is a trading style of Watervale Limited. Watervale Limited is an Appointed Representative of Home Assistance UK Limited and Home Assistance UK Limited is Authorised and Regulated by the Financial Services Authority.

## SUMMARY OF ENTRIES

PART ONE	GENERAL FINANCIAL CHARGE	None
PART TWO	SPECIFIC FINANCIAL CHARGE	None
PART THREE	PLANNING CHARGE	See attached
PART FOUR	MISCELLANEOUS CHARGES	See attached
PART FIVE	FENLAND WAYS MAINTENANCE CHARGE	None
PART SIX	LAND COMPENSATION ENTRIES	None
PART SEVEN	NEW TOWNS CHARGES	None
PART EIGHT	CIVIL AVIATION CHARGES	None
PART NINE	OPEN CAST COAL CHARGES	None
PART TEN	LISTED BUILDING ENTRIES	None
PART ELEVEN	LIGHT OBSTRUCTION NOTICES	None
PART TWELVE	LAND DRAINAGE SCHEMES	None

# 1. PLANNING AND BUILDING REGULATIONS

## 1.1. Planning and Building Regulation Decisions and Pending Applications

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

- (a) planning permissions
- (b) listed building consent
- (c) conservation area consents
- (d) certificate of lawfulness of existing use or development
- (e) certificate of lawfulness of proposed use or development
- (f) building regulations approvals
- (g) building regulation completion certificates
- (h) any building regulations certificates or notice issued in respect of work carried out under a competent person self- certificate scheme

How can copies of the above be obtained?

## 1.2. Planning Designations and Proposals

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

# 2. ROADS

Which of the roads, footways and footpaths are:

- (a) highways maintainable at public expense?
- (b) subject to adoption and, supported by a bond or bond wavier.
- (c) to be made up at the cost of the frontagers under current Council resolutions?
- (d) to be adopted without cost to the frontagers under current Council resolutions?

## 3. OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? How can relevant documents be obtained?

### 3.1. Land required for Public Purposes

Is the property included in land required for public purposes?

### 3.2. Land to be acquired for Road Works

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

### 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?

- (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?

Note: The sewerage undertaker for the area should also be asked about 3(b) and drainage generally

### 3.4. Nearby Road Schemes

Is the property (or will it be) within 200 metres of the following:

- (a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;
- (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 a dual carriageway;
- (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;
- (d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;
- (e) the centre line of the proposed route of a new road under proposals published for public consultation; or
- (f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation

Footnote\* - any adverse circumstances in existence at the effective date of this personal search causing actual loss because the information examined or provided was either (1) incomplete, (2) inaccurate, (3) unavailable or (4) access to the information was being unlawfully charged, will be covered by the Personal Local Authority Search Indemnity Policy attached to this report, subject to any exclusions set out in the policy document.

1.1

- (a) See attached
- (b) None
- (c) None
- (d) None
- (e) None
- (f) See footnote\*
- (g) See footnote\*
- (h) See footnote\*

On application to the local authority

1.2

See attached

2

- (a) Sussex Road
- (b) None
- (c) None
- (d) None

3

On application to the local authority

3.1

No

3.2

No

3.3

(a) No

(b) No

3.4

(a) No

(b) No

(c) No

(d) No

(e) No

(f) No



### 3.5. Nearby Railway Schemes

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

3.5

No

### 3.6. Traffic schemes

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

- (a) permanent stopping up or diversion
- (b) waiting or loading restrictions
- (c) one way driving
- (d) prohibition of driving
- (e) pedestrianisation
- (f) vehicle width or weight restriction
- (g) traffic calming works including road humps
- (h) residents parking controls
- (i) minor road widening or improvement
- (j) pedestrian crossing
- (k) cycle tracks
- (l) bridge construction

3.6

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) No
- (h) No
- (i) No
- (j) No
- (k) No
- (l) No

### 3.7. Outstanding Notices

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

- (a) building works
- (b) environment
- (c) health and Safety
- (d) housing
- (e) highways
- (f) public health

3.7

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No

### 3.8. Infringement of Building regulations

Proceedings authorised by the Council for infringement of the Building Regulations in respect of the property

3.8

None

### 3.9. Notices, Orders, Directions and Proceedings under Planning Acts

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

- (a) an enforcement notice
- (b) stop notice
- (c) a listed building enforcement notice
- (d) a breach of condition notice
- (e) a planning contravention notice
- (f) another notice relating to breach of the planning control
- (g) a listed building repairs notice
- (h) an order for compulsory acquisition of a listed building with a minimum compensation provision
- (i) a building preservation notice
- (j) a direction restricting permitted development
- (k) an order revoking or modifying planning permission
- (l) an order requiring discontinuance of use or alteration or removal of building or works
- (m) a tree preservation order
- (n) proceedings to enforce a planning agreement or planning contribution

3.9

- (a) No
- (b) No
- (c) No
- (d) No
- (e) No
- (f) No
- (g) No
- (h) No
- (i) No
- (j) No
- (k) No
- (l) No
- (m) No
- (n) No

### 3.10. Conservation Area

Do the following apply to the property

- (a) the making of the area a Conservation Area before 31 August 1974; or
- (b) an unimplemented resolution to designate the area a Conservation Area?

3.10

- (a) No
- (b) No

### 3.11. Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

3.11

No

### 3.12. Contaminated Land\*

3.12

Other than those shown in the official certificate, do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):

(a) a contaminated land notice

(a) No

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:

(b)

(i) a decision to make an entry; or

(i) No

(ii) an entry; or

(ii) No

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

(c) No

### 3.13. Radon Gas

3.13

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

No

**\* Whilst the standard enquiries of District Councils have failed to reveal the existence of any outstanding registrations with regard Contaminated Land, you are advised to undertake an Environmental Search Report.**

SAMPLE

**LONDON BOROUGH OF HARROW**  
**REGISTER OF LOCAL LAND CHARGES**  
**PERSONAL SEARCH**

**Search No.: 2007/06660**

**Enquirer:**

**Address:**

Harrow  
Middlesex

**Part 1: Movable charges**

CLEAN AIR ACT, 1956-SECTION 11An Order made under this Act and confirmed by the Secretary of State for the Environment ( or other authorised person ), declaring this Area defined therein to be a Smoke Control Area as from 01/07/69SMOKE CONTROL ORDER NO.17Clean Air Act 1956 - section 11SMOKE CONTROL ORDER NO.17

**Originating Authority**  
L.B. Harrow

**Place where relevant documents may be inspected**  
Civic Centre (Civic Centre Station Road HARROW)

**Date of Registration**  
01 July, 1969

**LLC1 DOCUMENT No.:**  
4/57/0

**Standard Information Disclaimer**

Addendum

LONDON BOROUGH OF HARROW  
PLANNING HISTORY

Property Reference Number: 1\_\_\_\_\_

Enquiry	No	Status	Enquiry Response Deadline
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Property Address:

Application: **P/113**

Decision: REF

Date: 27-Jun-2007

Appeal:N

Reference:

**Decision:**

Date:

Development: CONVERSION OF SINGLE DWELLING HOUSE TO TWO FLATS.

DECISION CODES: GRA-Grant, REF-Refuse, WIT-Withdrawn, ANR-Applic not required, ANA-Applic not accepted, DR-Deemed Ref  
PD-Permitted Devt, LEG-Subj to legal agreement, X.-ex Brent(refer to file),NDA-Non-Determination Appeal  
APPEAL CODES: ALL-Allow, DIS-Dismiss, PAL-Part Allow, WIT-Withdrawn

## MISCELLANEOUS

### **1.2 Planning Designations and Proposals**

Adopted 2003

Within 200m of:

- Open space
- London distributor road - Pinner Road

### **2. Roads**

- Please note rear access is not adopted

# Property Location Plan



X: 5230 Y: 1825  
Borough Council

Address:

Date:

Customer Reference:

NOTES:  
No notes added

## HIPs Consumer Information

The Home Information Pack (No.2) Regulations 2007 ("HIPs Regulations") require that we provide you further information regarding your rights pertaining to this search report. Should the content of this search report be used as part of a Home Information Pack and provided this search report is incorporated within the Home Information Pack ("Search Report"), the following information will be relevant to your statutory rights:

### 1. THE RECORDS

- 1.1 We have searched the records of the Local Authority stipulated in the Search Report.
- 1.2 In the event that there is any negligent or incorrect entry in those records searched, responsibility for that negligent or incorrect entry in the records searched will remain with the Local Authority identified in the Search Report.
- 1.3 In the event that the content of the Search Report is incorrect due to our negligence or interpretation of the records searched or, alternatively, in the event that there a negligent or an incorrect recording of the interpretation of the information searched, then you will have recourse directly to Watervale Limited in respect of any such negligence or incorrect interpretation or recording of that information contained in the Search Report we have prepared.

### 2. HOW THE REPORT HAS BEEN PREPARED

- 2.1 In preparing the Search Report, Watervale Limited have used reasonable care and skill; the responsible person for the Home Information Pack in which this report appears may copy or issues copies of this Search Report for the purposes of complying with Regulations 5, 6, 8(j)(ii), 8(k), 8(l) and 24 of the HIPs Regulations, as well as pursuant to section 156(i), (ii) and 11 of the Housing Act 2004.

### 3. RESPONSIBILITY FOR SEARCH REPORTS

- 3.1 In the event that the Search Report is used as part of a Home Information Pack, Watervale Limited acknowledge their responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from Watervale Limited.

### 4. INSURANCE PROVISIONS

- 4.1 Watervale Limited, as a responsible provider of Search Reports for inclusion in HIPs, has made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover its liability pursuant to its responsibility to third parties, as set out above, including adequate insurance against its liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that Watervale Limited ceases trading.
- 4.2 Watervale Limited has also made provision for the inclusion of insurance within the search and would like to refer you to the Personal Local Search Indemnity Policy, forming part of the Search Report provided.



## Consumer Information - Property Codes Compliance Board

### Important Protection

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

By giving you this information, this organisation is confirming that we adhere to the principles of the Search and HIPs Codes, and are providing important protection for you.

### The Code's main commitments

The 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.
- Ensure that the terms and conditions of our HIP services comply with this code.
- Provide HIPs and searches promptly. If there is a delay, we will inform you of this and why the delay has occurred.
- Train our staff properly to provide searches and HIPs with thoroughness and diligences as set out in the codes.
- Respond promptly to queries raised on search and HIP 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 and HIP services comply with relevant laws, regulations and industry standards.

### Keeping to the Codes

How search and HIP organisations keep to the Codes is monitored independently by the Property Codes Compliance Board. Complaints under the Codes may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your search or HIP organisation failing to keep to the Code.

### Complaints

We have a written complaints procedure for handling complaints speedily and fairly and if you wish to make a complaint about our services it will be handled as follows:-

- The complaint will be acknowledged within 5 working days of its receipt.
- A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and their contact details are below.
- We will cooperate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

### Contact Details

#### The Property Codes Compliance Board

212 Piccadilly  
London W1J 9HJ  
Telephone: 020 7917 1817

Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)  
[www.propertycodes.org.uk](http://www.propertycodes.org.uk)

#### Independent Property Codes Adjudication Scheme

IDRS Ltd  
24 Angel Gate  
City Road  
London EC1V 2PT  
Phone: 020 7520 3810  
Fax: 020 7520 3829

Email: [info@idsr.ltd.uk](mailto:info@idsr.ltd.uk)



**keyfacts** about our services



**HOME ASSISTANCE UK LIMITED**

**ADDRESS OF FIRM:**

The Penthouse, Amberley Court, Crawley, West Sussex, RH11 7XL

**1. The Financial Services Authority (FSA)**

The FSA is the independent watchdog that regulates financial services. It requires 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 offer products from a range of insurers.
- ☒ **We only offer products from a limited number of insurers.** (*Ask us for a list of insurers we offer insurance from*)
- ☐ We only offer products from a single insurer.

**3. Which services will we provide you with?**

- ☐ We will advise and make a recommendation for you after we have assessed your needs.
- ☒ **You will not receive advice or a recommendation from us.** We may ask some questions to narrow down the selection of products that we will provide details on. You will then need to make your own choice about how to proceed.

**4. What will you have to pay us for our services?**

- ☐ A fee.
- ☒ **No fee.**

You will receive a quotation which will tell you about any other fees relating to any particular insurance policy.

**5. Who regulates us?**

Conveyancing Searches is a trading style of Watervale Limited. Watervale Limited is an Appointed Representative of Home Assistance UK Limited. Home Assistance UK Limited is authorised and regulated by the Financial Services Authority. Home Assistance UK Limited's FSA Register number is 467197.

You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on **0845 606 1234**.

**6. What to do if you have a complaint**

If you wish to register a complaint, please contact us:

- ... in writing** Write to Michael Inns, Managing Director, Home Assistance UK Limited at The Penthouse, Amberley Court, Crawley, West Sussex, RH11 7XL.
- ... by phone** Telephone 0844 880901.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

**7. Are we covered by the Financial Services Compensation Scheme (FCSC)?**

We are covered by the FCSC. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

Further information about compensation scheme arrangements is available from the FCSC.

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

## To the Policyholder/Intermediary

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

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

**If you are a broker**, you should disclose this document in accordance with the FSA rules.

## To the Insured

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

### The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is Home Assistance UK Limited ('HA') of Millstream, Maidenhead Road, Windsor, Berkshire SL4 5BG.

### Summary of insurance and cover provided by this policy.

#### Residential Property

If you are a Buyer or a Potential Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by Conveyancing Searches ('CON') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances CON will not have been able to obtain the answer to certain questions in Parts 1 and 2 CON 29 of the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by CON. The cover applies to those searches and properties notified to us by CON. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from CON or because you have been provided with a Home Information Pack which has Personal Search's search in it. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or CON and thus a potential adverse entry for the property, as per the terms and conditions of the policy. If you are a Potential Buyer cover is for any sums you have expended in contemplation of buying the Property. If you are selling the Property and have requisitioned the Search from CON you will have cover starting on the Completion Date where the Local Authority or CON has made an error in its reply by revealing a matter which should not have been revealed and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

#### Commercial Property

If you are a Buyer (as defined by the policy) who has requested a personal local search provided by Conveyancing Searches ('CON') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances CON will not have been able to obtain the answer to certain questions in Part 1 CON 29 of the Search from the Local Authority

and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by CON. The cover applies to those searches and properties notified to us by CON. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from CON. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of a Part 1 CON 29 answer or any incorrect answer from the Local Authority or CON and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

### Significant features or benefits under this policy.

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

### Significant Conditions or Exclusions under this policy.

#### Significant conditions:-

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

Exclusions:-You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or CON has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry.
- Where you have suffered no loss.
- If you are the Borrower in a remortgage scenario as the cover is for the lender only.
- In respect of commercial property any lack of answer to a Part 2 CON 29 question.

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

#### **What is the Policy term?**

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

#### **Updating the cover.**

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

#### **Rights of cancellation**

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

#### **Claims under this policy**

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

#### **What if you have a complaint?**

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

#### **The Financial Services Compensation Scheme (FSCS)**

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



## PERSONAL LOCAL SEARCH INDEMNITY POLICY

**Insurer:** Stewart Title Limited, Stewart House, Pynes Hill, Exeter EX2 5AZ  
**Policy Number:** LSPV/0511/17036  
**Policy Date:** 1<sup>st</sup> August 2007

### DEFINITIONS:

In this Policy, the words and phrases listed below shall have the following meanings:-

Adverse Entry:	Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed (a) by the Local Authority to the Organisation carrying out the Personal Search due to:- (i) the failure of the Local Authority to provide answers to the questions raised in the Personal Search either because of its failure to make the relevant registers available to the Organisation or a failure to supply relevant information because of its negligence or an error on its part or (ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part and therefore was not disclosed in the Personal Search; or (b) in the Personal Search to the Insured or anyone acting on behalf of the insured due to an error or omission on the part of the Organisation.
Bordereau:	The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.
Buyer or Potential Buyer:	The Buyer is the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation. A Potential Buyer is one who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation in contemplation of buying the property.
Company:	Stewart Title Limited whose registered office is at Stewart House, Pynes Hill, Exeter EX2 5AZ Registered in England No: 2770166.
Deficit:	The amount by which the Lender's proceeds from sale are insufficient to discharge the outstanding balance under the Mortgage Advance as at the date of the sale of the Property inclusive of capital, interest and all costs and expenses properly incurred under the mortgage.
Effective Date:	For a purchase, the date of the Personal Search. For a remortgage the date of completion of the remortgage.
Insured:	For a purchase the Seller referred to in the Endorsement, the Buyer and the Buyer's Lender, for a remortgage the Lender only.
Lender:	The Lender under any deed of mortgage or legal charge made between a Buyer in a purchase or in a remortgage a borrower and the Lender by which a mortgage advance is secured on the Property.
Local Authority	The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Personal Search.
Market Value:	The average of the estimates from two independent Valuers of the open market value (as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors) as at the date that the Company is notified of an Adverse Entry or the date of the sale of the Property by the Insured whichever is the earlier.
Maximum Liability:	(i) Where the transaction is a purchase the purchase price, or (ii) Where the transaction is a remortgage the mortgage advance, or (iii) The liability limit requested by the Insured or its advisors or agents (iv) £2,000,000.00 whichever is the lesser

Knowledge:	Actual knowledge not imputed by statute.
Organisation:	A personal search agency which is a member of and is compliant with the codes laid down by The Council of Property Search Organisations and/or The Association of Independent Personal Search Agents and/or the Property Code Compliance Board and/or has been approved by the Company.
Property:	A private residential dwelling house situated in England or Wales the address of which is stated in the Bordereau.
Personal Search:	A search requested by or on behalf of the Insured in the course of a specific purchase or mortgage or remortgage transaction in response to which the Organisation has undertaken the search and reported the same to the Insured or whoever has requested the search on the Insured's behalf.

#### **COVER:**

Where the Insured or Policyholder notifies the Company of an Adverse Entry and, in the case of a Buyer suffers a loss as detailed below and in the case of a Lender the Lender suffers a Deficit following the sale of the Property

The Company will indemnify:

- (i) The Buyer against a loss being
  - a. The difference between the Market Value of the Property without the Adverse Entry and the Market Value of the Property with the Adverse Entry;
  - b. The amount of any financial charge (s) registered as an Adverse Entry against the Property at the Effective Date;
  - c. Damages, costs and expenses which the Insured may sustain or incur in altering, demolishing and/or reinstating part of the Property ('the Works') in so far as the works are required by the Local Authority following successful enforcement action by it in connection with the Adverse Entry;
  - d. Any costs which the Company requires the Insured to expend in mitigating the effect of the Adverse Entry

Where more than one person is included in the definition of Buyer the Company will indemnify the survivor(s) of them and the Personal Representatives of the Buyer subject to the Buyer's previous compliance and to their compliance with the Conditions of this Policy so far as they can apply.

- (ii) The Lender against the lesser of
  - a. The Deficit
  - b. That part of the Deficit which results directly from the difference between the Market Value of the Property without the Adverse Entry and the Market Value with the Adverse Entry

Provided always in either (i) or (ii) above that the liability of the Company shall not exceed the Maximum Liability and provided further that where, in a purchase scenario both the Buyer and the Lender are the Insured payment to one party shall extinguish the liability of the Company under this Policy to the other.

#### **EXCLUSIONS:**

The Company shall be not liable to indemnify the Insured:

- a. In respect of any matter of which the Insured or his legal representative had Knowledge as at the Effective Date or
- b. In respect of any Adverse Entry which is actually revealed by the Personal Search relating to questions referred to therein or
- c. Any Adverse Entry which arises after the Effective Date or
- d. Any matter which would not have been revealed by a Personal Search or in any answers to the questions raised in an LLC1 or CON 29 Parts 1 and 2.
- e. Where the cover is in respect of a remortgage the cover provided by this policy will be for the Lender only.



### **WARRANTIES:**

It is warranted by the Organisation that it has supplied a Personal Search in response to a request therefore and that it has supplied a copy of the Policy to those insured or their legal representatives requesting the same.

### **CONDITIONS:**

1. The Insured, the Organisation or Policyholder shall notify the Company as soon as reasonably practicable of any Adverse Entry which comes to its attention and shall co-operate fully with all reasonable requests of the Company for information and documentation and shall, at the expense of the Company, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
2. The Company shall be entitled following reasonable notice in writing to inspect the files and records of the Organisation or the Policyholder relating to this Policy and the Policyholder shall afford to the Company all reasonable assistance in this respect.
3. It is a condition precedent to any liability of the Company to make payment under the Policy that the Organisation, the Policyholder and Insured have observed the warranties and conditions of the Policy as they apply to them and that statements, answers and information supplied in or in connection with the cover provided by this Policy are true.
4. The Policy covers only those Personal Searches which have been declared to the Company in the Bordereau and sent to the Company within 14 days after the end of the calendar month in which the Effective Date falls together with the premium due.
5. If the Insured knowingly makes a claim which is false or fraudulent in any respect the cover provided under this Policy in respect of the Property which is the subject of the claim shall become void with immediate effect.
6. This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
7. Either party may terminate the Policy by giving to the other three calendar months notice in writing. All cover effected up to the date of termination will continue in full force and effect.

### **SUBROGATION UPON PAYMENT OR SETTLEMENT:**

1. Subject to Clause 2. below whenever the Company shall have settled or paid a claim under this Policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured would have had against any person or property in respect of the claim had this Policy not been issued. The Insured shall, as soon as reasonably practicable after being requested in writing by the Company to do so, permit the Company to institute in the Insured's name any litigation required by the Company against any person firm or company including without limitation the institution of any appeal against any order made in such litigation.
2. In the event that a claim is settled by the Company, the Company shall waive all rights of subrogation it may have against the Insured. However, nothing in this clause shall prevent the Company making a claim against the Insured where:-
  - a. The Insured has acted fraudulently
  - b. The Insured is in breach of his warranties contained in this Policy

### **COMPLAINTS PROCEDURE:**

Any enquiry or complaint you may have regarding this insurance may be addressed to:-

**Stewart Title Limited  
Stewart House, Pynes Hill  
Exeter  
EX2 5AZ  
Telephone: 01392 680680**

If you are still dissatisfied with the way in which a complaint has been dealt with, you may contact the Insurance Ombudsman Bureau for assistance who address is:-

**Insurance Ombudsman Bureau  
City Gate One  
135 Park Lane  
London  
SE1 9EA**



## MEMORANDUM OF ENDORSEMENT

### Seller Cover

#### Definitions

The Definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

#### Seller:

The Seller of the property who has requested and paid for the Personal Search in order to enable the sale of the Property to the Buyer;

#### Buyer:

The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken or who relies upon a Personal Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Personal Search.

#### Completion Date:

The date upon which the sale of the Property to the Buyer completed

#### Offer Price:

The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the Completion Date (ii) the highest valuation of the Property obtained by the Seller from an estate agent prior to marketing the property with the estate agent.

#### Sale Price:

The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

#### Definitions

The Definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

#### Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for all losses which are a direct consequence of the Local Authority or the Organisation making an error in their reply by revealing a matter which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

#### Exclusions

The Company shall be not liable to indemnify the Seller in respect of:

- (i) any Error not disclosed in the Personal Search
- (ii) any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage

#### Conditions

All Conditions referred to in the Policy shall apply

## MEMORANDUM OF ENDORSEMENT

### Commercial Property Cover

**With effect from 15th October 2007:** The definition of 'Property' will read as follows 'A private residential dwellinghouse or commercial property situated in England or Wales the address of which is stated in the Bordereau.'

Where cover applies under this policy to any commercial property the following definitions will apply and replace those referred to in the Policy:-

**'Adverse Entry'** Any matter which could have been disclosed in forms LLC1 and CON 29 Part 1 only (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed by the Local Authority to the Organisation carrying out the Personal Search due to the failure of the Local Authority to provide answers to the questions raised in the Personal Search because of its failure to make the relevant registers available to the Organisation or

Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed

- (a) due to a failure to supply relevant information by the Local Authority to the Organisation carrying out the Personal Search due to (i) its negligence or an error on its part; or
- (ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part; or

(b) in the Personal Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.' **'Buyer'** The Buyer is the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken who relies upon the Personal Search carried out on his/its behalf by the Organisation.'

**'Insured'** In a purchase scenario the Buyer and the Buyer's Lender. In a remortgage scenario the Lender only.'

All other terms and conditions of the Policy shall remain the same and the Policy will henceforth be read and construed accordingly.



## TERMS AND CONDITIONS

Conveyancing Searches, as part of its core business activities, supplies a range of conveyancing and company search reports for its clients on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a director of Conveyancing Searches.

### 1. DEFINITIONS AND INTERPRETATION

1.1. In these Conditions the following words shall have the meanings set opposite them: "Watervale Report" means any Report that we produce on your behalf. "Charges" means our charges for providing the Services, which will be notified to you on the Order Form. "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the Report, whichever occurs first. "Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right. "Order" means your request for us to provide the Services, which you place by completing an Order Form and sending it to us by facsimile, post or by electronic means or orally confirming the details of the Order by telephone. "Order Form" means our Order Form from time to time. "Property" means the property address or location for which you require a Report. "Report" means any report (s) that you have asked us to deliver to you as detailed in the Order Form whether an Watervale Report or a Third Party Report. "Third Party Report" means any Report that we procure from a third party on your behalf. "Services" means our delivery of Reports to you. "Us" "we" "our" means Conveyancing Searches which is a trading style of Watervale Limited whose registered office is at Interserve House, Ruscombe Business Park, Ruscombe, Berkshire RG10 9JU. "Working Day" means Mondays to Fridays except bank and public holidays. "You" "your" means the person firm or company who instructs us to provide them with a Report either on their own behalf or as agent of the Client.

1.2. Headings used in these Conditions are for convenience only and shall not affect their interpretation.

1.3. If there is a conflict between an Order and the Conditions, the Order will prevail.

### 2. THE SERVICES

2.1. We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

2.2. Each Order if accepted by us will constitute a separate and severable contract.

2.3. We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes publicly available after the date of publication.

2.4. Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.

2.5. Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

### 3. CHARGES

3.1. Unless expressed otherwise, the Charges will include VAT at the applicable rate.

3.2. You will be primarily liable to pay us the Charges plus VAT. You will pay us the Charges within 30 days of the date of our invoice without deduction or set off. If you fail us the Charges in accordance with the payment terms set out in our invoice, we reserve the right to do one or more of the following:

3.2.1. Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well as after any judgement;

3.2.2. Suspend or terminate any Services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such Charges as have accrued to us at the date of such suspension or termination.

### 4. YOUR OBLIGATIONS

4.1. You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

4.2. You agree that any Report that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us.

4.3. You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.

4.4. If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions in these Conditions, the provisions of the Reports will prevail.

## **5 CANCELLATION**

5.1. Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

## **6. INTELLECTUAL PROPERTY RIGHTS**

6.1. Any and all Intellectual Property Rights in the Watervale Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

6.2. You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

## **7. LIMITATION OF LIABILITY**

7.1. We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will be liable for any information contained within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register).

7.2. We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

7.3. Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

7.4. We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring.

7.5. Subject to the foregoing, our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £5,000,000 per claim.

## **8. FORCE MAJEURE**

8.1. We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly of

the reason for such a delay and you agree to give us such an extension to perform the Services as is reasonable in the circumstances.

## **9. ASSIGNMENT**

9.1. You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

9.2. We may assign and/or sub-contract any contract for Services at any time on notice to you.

## **10. GENERAL**

10.1. These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

10.2. You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

10.3. If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

10.4. Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

10.5. Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

10.6. These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

10.7. You and we agree that no third party will be afforded any rights under these Conditions.



## Section 6

### Local Water and Sewerage Board Search Results

A true copy of Official report supplied by Thames Water.

SAMPLE

# Residential

## CON29DW Drainage & Water Search



Hipace Limited  
43  
Geary Road  
London  
NW10 1HJ

**Search address supplied**

**Your reference** 080209/ KA  
**Our reference**

**Received date**  
**Search date**

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.

**CON29DW**  
DRAINAGE AND WATER ENQUIRY

[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](mailto:searches@thameswater.co.uk)  
I [www.twpropertyinsight.co.uk](http://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



### Search address supplied:

Any new owner or occupier will need to contact Thames Water on 0845 9200 888 or log onto our website [www.thameswater.co.uk](http://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](#).

#### Thames Water Utilities Ltd

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# Residential

## 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 and Three Valleys Water of Three Valleys Water Company 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](mailto: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 3<sup>rd</sup> 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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# Residential

## 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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# Residential

## CON29DW Drainage & Water Search



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

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

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' 6<sup>th</sup> Edition.

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# Residential

## CON29DW Drainage & Water Search



### **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 included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within 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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# Residential

## CON29DW Drainage & Water Search



**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 from the map of waterworks is included in which the location of the property is identified.

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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# Residential

## CON29DW Drainage & Water Search



**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 Three Valleys Water PLC, PO Box 48, Bishops Rise, Hatfield, Hertfordshire, AL10 9HL, Tel: 0845 782 3333, Fax: 0170 727 7333 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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## CON29DW Drainage & Water Search



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

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

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](http://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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## CON29DW Drainage & Water Search



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

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

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](http://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 £18.00 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](http://www.thameswater.co.uk)

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## CON29DW Drainage & Water Search



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

Records indicate that the property is served by a water meter, which is not within the dwelling-house which is or forms part of the property, and in particular is located at: pfp lhs front door

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;

Three Valleys Water PLC  
PO Box 48 Bishops Rise  
Hatfield  
Hertfordshire  
AL10 9HL

Tel: 0845 782 3333  
Fax: 0170 727 7333

[www.3valleys.co.uk](http://www.3valleys.co.uk).

**Q20 – Who bills the property for water services?**

The property is billed for water services by;

Three Valleys Water PLC  
PO Box 48  
Bishops Rise  
Hatfield  
Hertfordshire  
AL10 9HL

Tel: 0845 782 3333  
Fax: 0170 727 7333  
Web: [www.3valleys.co.uk](http://www.3valleys.co.uk)

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## CON29DW Drainage & Water Search



### 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.

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](http://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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## CON29DW Drainage & Water Search



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.

**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 all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.

For your guidance:

- 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](http://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.

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## 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 10.744 kilometres to the west of the property. The name of the nearest sewage treatment works is Maple Lodge.

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](http://www.thameswater.co.uk)

### Payment for this Search

An invoice is enclosed. Please send remittance to Thames Water Utilities Ltd., PO Box 223, Swindon, SN38 2TW.

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

Thames Water Utilities Ltd

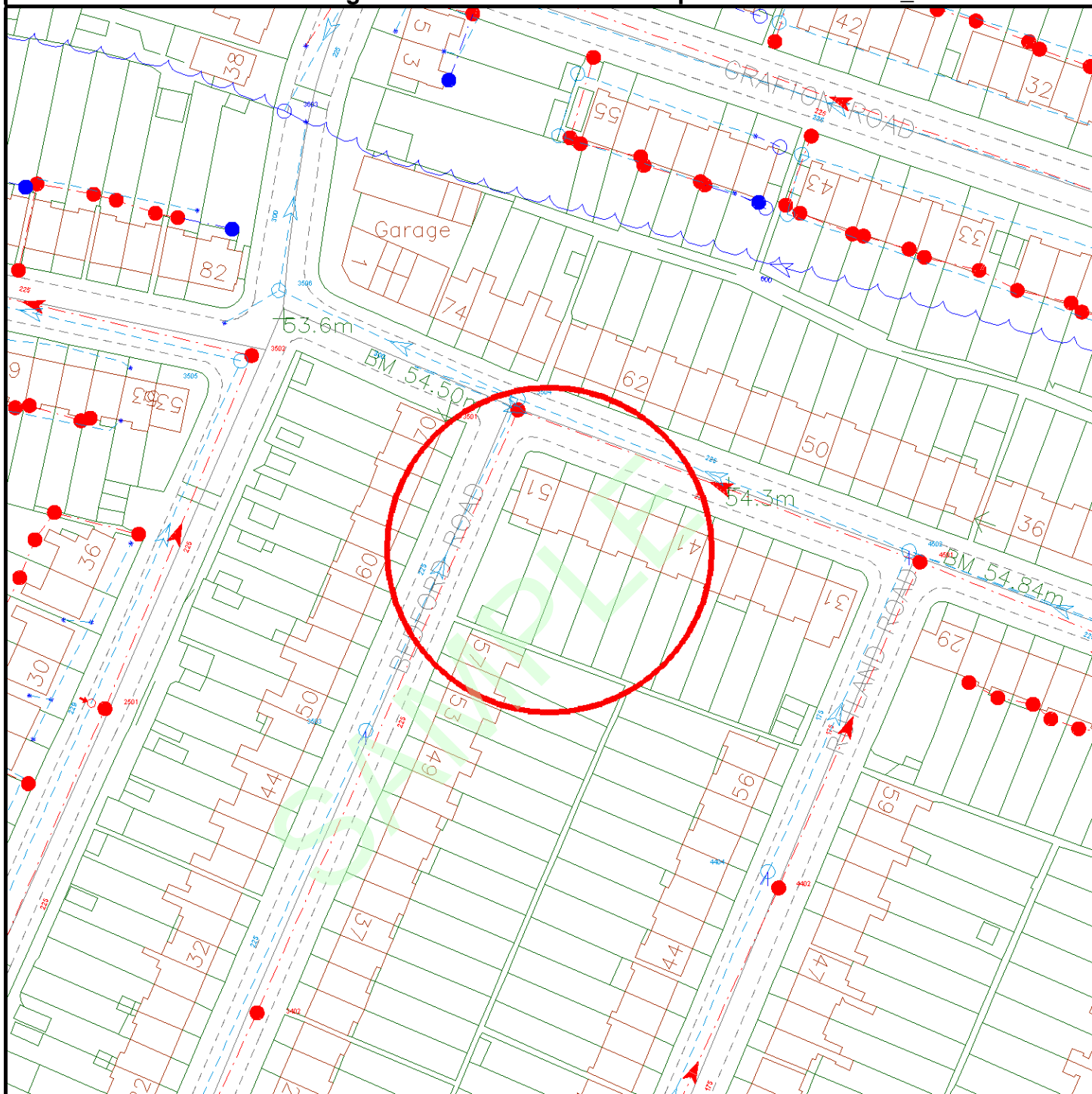
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# Residential CON29DW Drainage & Water Search Sewer Map-DWS/DWS/4/2008\_1069239



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.

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# 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.

Reference No

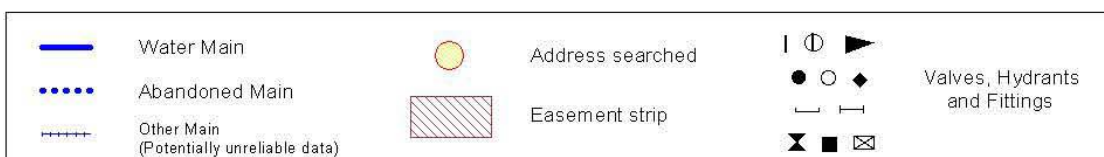


THREE VALLEYS WATER



This map is centred upon Ordnance Survey map tile TQ1488NW

1:1250



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It shows water mains and associated apparatus but should not be relied upon as evidence of ownership or evidence of responsibility for maintenance. Privately owned service pipes (which may serve one or more properties) are unlikely to be shown.

The position of Company apparatus shown on this plan is provided for guidance only and the Company accepts no responsibility in the event of inaccuracy.

For further information about the contents of this plan, please contact Three Valleys Water PLC on 0845 7823333 or at the address below.

Three Valleys Water PLC, PO Box 48, Bishops Rise, Hatfield, Hertfordshire, AL10 9HL  
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# **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 7 - Home Use Questionnaire

Under the Home Information Pack Regulations you can include this form in your Home Information Pack. You may choose not to disclose the information requested by checking the “undisclosed” box for any given section. However, disclosing information should help negotiations with buyers and speed up the sale.

A buyer’s legal adviser and mortgage lender are also likely to ask many of these questions during the sale, so answering them now should save time later.

Part 1 of this form applies to all properties. Part 2 just applies to commonhold properties and Part 3 just applies to leasehold properties. If you do not own a commonhold or leasehold property, please leave Part 2 and 3 blank.

Please cross through any questions that are not relevant and use the suggested answers by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

### Seller’s check of this form

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

Please check the boxes to confirm that ☒ this section has been completed by the seller(s) or with their authority; and ☒ to the best of the seller’s knowledge, the answers are true and accurate.

For all properties	
About the Property being sold	<input type="checkbox"/> Undisclosed
1. Does the owner have access to any parts of the building or surrounding land along with other residents (“common parts”)? Such as private road, recreation area or car park	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don’t know If “Yes”, please give details
2. Will the new owner have to pay a contribution to the costs of maintaining or accessing any common parts?	<input type="checkbox"/> There are no common parts for the Property <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don’t know If “Yes”, please give details
3. Do any buildings or surrounding land form part of the Property (such as a garage or garden) for the owners’ use only?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don’t know If “No”, please give details
4. Which services are connected to the Property?	<div> <input checked="" type="checkbox"/> Mains Water      <input type="checkbox"/> Private water supply  <input checked="" type="checkbox"/> Electricity      <input checked="" type="checkbox"/> Gas      <input checked="" type="checkbox"/> Telephone  <input checked="" type="checkbox"/> Drainage      <input type="checkbox"/> Septic tank/cesspool  <input checked="" type="checkbox"/> Broadband      <input checked="" type="checkbox"/> Satellite/ digital TV           </div>
5. Indicate the banding the Property is in for council tax purposes:  <b>Note:</b> The current council tax band are available on the VOA’s website at <a href="http://www.voa.gov.uk">www.voa.gov.uk</a>	<div> <input type="checkbox"/> Band (A)      <input type="checkbox"/> Band (E)  <input type="checkbox"/> Band (B)      <input checked="" type="checkbox"/> Band (F)  <input type="checkbox"/> Band (C)      <input type="checkbox"/> Band (G)  <input type="checkbox"/> Band (D)      <input type="checkbox"/> Band (H)           </div>

<b>About the boundaries of the Property</b>	<input type="checkbox"/> <b>Undisclosed</b>
<p><b>6.</b> Facing the front of the Property, please indicate who is responsible for maintaining fences, walls, hedges or anything else marking boundaries:</p>	<div> <div> <b>On the right?</b>  <input checked="" type="checkbox"/> Owner  <input type="checkbox"/> Neighbour  <input type="checkbox"/> Other (specify)         </div> <div> <b>On the Left?</b>  <input type="checkbox"/> Owner  <input checked="" type="checkbox"/> Neighbour  <input type="checkbox"/> Other (specify)         </div> </div> <div> <b>At the back?</b>  <input type="checkbox"/> Owner  <input type="checkbox"/> Neighbour  <input checked="" type="checkbox"/> Other (specify)     Railways board         </div>
<b>Access over and to the property</b>	<input type="checkbox"/> <b>Undisclosed</b>
<p><b>7.</b> Does the owner of the Property have right of access through any neighbouring homes, building or land?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know If "Yes", please give details
<p><b>8.</b> Any neighbouring homes, buildings or land have a right of access through the Property?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know If "Yes", please give details
<b>About changes to the Property</b>	<input type="checkbox"/> <b>Undisclosed</b>
<p><b>9.</b> While the current owner has owned the Property, have there been any building works to the Property?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know If "Yes", please give details
<p><b>10.</b> If you answered "Yes" to <b>question 9</b> (above), was any planning permission, building control approval or listed building consent obtained for the works?</p>	<input type="checkbox"/> No, not needed <input type="checkbox"/> Don't know <input type="checkbox"/> Yes <input type="checkbox"/> Needed but not obtained <input type="checkbox"/> No, but work covered by approved person scheme Give details if "Yes" or "No, but work covered by approved person scheme"
<p><b>11.</b> Has planning permission, building control approval or listed building consent been obtained for any future works to the Property?</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know If "Yes", please give details
<p><b>12.</b> If the Property has not yet been completed or converted, have all necessary planning permissions, building control approvals or listed building consent been obtained?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> Application made <input type="checkbox"/> Needed but not obtained <input checked="" type="checkbox"/> Not applicable
<b>Insurance policies, warranties and guarantees</b>	<input type="checkbox"/> <b>Undisclosed</b>
<p><b>13.</b> Provide the name of any insurer of the property against damage and against injury or death caused by or within the Property.</p>	<input type="checkbox"/> No such insurance currently exists for the Property <input checked="" type="checkbox"/> the Property is insured with SAGA Insurance
<p><b>14.</b> Provide the details of warranties &amp; guaranties in respect of any building work carried out while the current owner has owned the Property.</p>	<input checked="" type="checkbox"/> No current warranties and guaranties currently exists for the Property <input type="checkbox"/> Current warranties and guaranties are enclosed

## Section 8

Please check the boxes to confirm that ☒ this section has been completed by the seller(s) or with their authority; and ☒ to the best of the seller's knowledge, the answers are true and accurate.

### Home Contents Questionnaire

Essentials, Fixtures and Fittings		<input type="checkbox"/> Undisclosed
<i>Unless specifically stated herein by the Seller, any buyer or interested party may assume that the following items of fixtures and fittings <b>if already present</b> in the Property are included in the sale price of the Property and that the Seller will leave them behind once the sale is complete. Please use the comments section to say otherwise.</i>		
1.	Central-heating systems	Included
2.	Radiators; Other wall heaters	Included
3.	Night-storage heaters	Included
4.	Boilers; Immersion heaters	Included
5.	Windows and window fitments	Included
6.	Double glazing	Included
7.	Electrical installation, including cables & sockets	Included
8.	Light switches; Other light fittings	Included
9.	Laminate flooring; Parquet flooring; Floor tiles	Included
10.	Fires; Fireplaces	Included
11.	Extractor fans and hoods	Included
12.	Fitted kitchen cupboards; Kitchen sinks; Other fitted kitchen accessories	Included
13.	Baths; Bathroom sinks; Showers; Toilets; Taps; Plugs; Other items	Included
14.	Fitted bathroom cupboards	Included
15.	Fitted towel rails; Soap, toothbrush and toilet roll holders	Included
16.	Fitted shelves	Included
17.	Fitted wardrobes; Dressing tables; Cupboards	Included
18.	Wall tiles	Included
19.	Door and cupboard handles and knobs	Included
20.	Fitted hooks and holders	Included
21.	Inside and outside doors and gates (not including baby and toddler gates)	Included
22.	Greenhouses	Included
23.	Fuel stores	Included
24.	Outside lights	Included
25.	Other (itemised here):	None

Home Furnishing		<input type="checkbox"/> Undisclosed		
For each item, please check (✓) one of the columns only. If your answers depend on which room or area of the property the item is in, please say so.		Include in the Sales	To be negotiated	To be taken with seller
1.	Fitted Carpets	✓		
2.	Rugs	None		
3.	Curtains/net curtains/pelmets/blinds		✓	
4.	Curtain rails	✓		
5.	Sofas			✓
6.	Ceiling lampshades			✓
7.	Beds including headboards			✓
8.	Moveable wardrobes			✓
9.	Moveable cupboards			✓
10.	Moveable dressing tables including any mirrors and chairs			✓
11.	Moveable cabinets/ bookcases			✓
12.	Dining tables and chairs			✓
13.	Other desks/ tables/ chairs			✓
14.	Moveable kitchen accessories			✓
15.	Bathroom cabinets, mirrors/shower curtains/ rails	✓		
16.	Other mirrors			✓
17.	Moveable bathroom and toilet fittings and accessories	✓		
18.	Other (please give details):	None		

Home Appliances		<input type="checkbox"/> Undisclosed		
For each item, please check (✓) one of the columns only. If your answers depend on which room or area of the property the item is in, please say so.		Include in the Sales	To be negotiated	To be taken with seller
1.	Ovens and grills	✓		
2.	Cookers/other cooking hobs	✓		
3.	Microwave ovens	None		
4.	Fridges		✓	
5.	Freezers	None		
6.	Dishwashers	None		
7.	Washing machines		✓	
8.	Tumble dryers	None		
9.	Telephone receivers and cables			✓
10	Aerials/satellite dishes		✓	
11.	Other (please give details):	None		
Outside the Property		<input type="checkbox"/> Undisclosed		
For each item, please check (✓) one of the columns only. If your answers depend on which room or area of the property the item is in, please say so.		Include in the Sales	To be negotiated	To be taken with seller
1.	Dustbins	✓		
2.	Clothes lines/ other clothes dryers	✓		
3.	Shed and contents	✓		Contents
4.	Garden trees/ shrubs/ plants	✓		
5.	Garden furniture/ ornaments			✓
6.	Water butts	✓		
7.	Other (please give details):	None		