



Home Information Pack Index

Borderline
Kedington Road
Sturmer
HAVERHILL
Suffolk
CB9 7XS

About this form:

- Under the Home Information Pack (No. 2) Regulations 2007, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. Required documents need to be included in all cases where relevant: authorised documents do not. Please seek professional advice if you are unsure about what to include in your Home Information Pack.
- All the documents in your Home Information Pack must be listed in the index, whether or not they are required or authorised.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that a required document is missing, which document it is and the reason why.
- Where the document exists and can be obtained, the index should indicate the steps being taken to obtain it and the date by which you expect to obtain the document, updating this date if it changes. It should also indicate the reason for a delay or any likely delay.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations tell you what documents are required to go in the Home Information Pack, and which documents are authorised to be included. Documents that are neither required or authorised should not be included in the Pack and advertising material should not be included. Guidance on the Regulations is available at www.homeinformationpacks.gov.uk

PART 1 - General - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Index			
Energy Performance Certificate	14/06/2008	Included	
Predicted Energy Assessment		Not Applicable	
Sale statement	20/06/2008	Included	
Title information			
Official copy of the individual register (for registered properties only)	05/06/2008	Included	
Official copy of the title plan (for registered properties only)	04/06/2008	Included	
Certificate of official search of the index map (for unregistered properties only)		Not Applicable	
Documents provided by seller to prove title (for unregistered properties only)		Not Applicable	
Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession		Not Applicable	
Search Reports			
Local Authority and Local land charges	18/06/2008	Included	
Drainage and water enquiries	07/06/2008	Included	

Part 2 - Commonhold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Land Registry individual register and title plan for common parts		Not Applicable	
Land Registry copy of commonhold community statement		Not Applicable	
Management rules and regulations outside the commonhold community statement		Not Applicable	
Requests for payment towards commonhold assessment for the past 12 months		Not Applicable	
Requests for payment towards reserve fund for the past 12 months		Not Applicable	
Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)		Not Applicable	
Name and address of managing agents and/or other manager (current and any proposed)		Not Applicable	
Amendments proposed to the commonhold community statement, and other rules		Not Applicable	
Summary of works affecting the commonhold (current and any proposed)		Not Applicable	
Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months		Not Applicable	

Part 3 - Leasehold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property:
			<ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
The lease, being either: <ul style="list-style-type: none"> an "official" copy the original lease or a true copy of it; or an edited information document 		Not Applicable	
Management rules and regulations outside the lease		Not Applicable	
Summaries or statements of service charges for past 36 months		Not Applicable	
Requests for payment towards service charges for the past 12 months		Not Applicable	
Request for payment towards ground rent for the past 12 months		Not Applicable	
Requests for payment for building or personal insurance for the past 12 months (if separate to service charges or ground rent)		Not Applicable	
Name and address of landlord (current and any proposed)		Not Applicable	
Name and address of managing agents or other manager (current and any proposed)		Not Applicable	
Amendments proposed to: <ul style="list-style-type: none"> the lease; and/or rules and regulations 		Not Applicable	
Summary of works or long term agreement affecting the property (current and any proposed)		Not Applicable	
Proposed lease (new properties)		Not Applicable	
Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)		Not Applicable	

PART 4 - Authorised Documents

Home Information Pack document	Date	Inclusion Status	Further Information
Home Condition Report		Not Applicable	
Floor Plan		Not Applicable	
Land Registry copies of documents referred to in the individual register		Not Applicable	
Home use form		Not Applicable	
Home contents form		Not Applicable	
Legal Summary		Not Applicable	
Other commonhold information		Not Applicable	
Other leasehold information		Not Applicable	
Uncommenced new homes warranty with cover note		Not Applicable	
Commenced new homes warranty		Not Applicable	
Other warranties		Not Applicable	
Report on a property not physically complete		Not Applicable	
Evidence of safety, construction, repair or maintenance		Not Applicable	
Radon gas		Not Applicable	
Common land		Not Applicable	
Mining		Not Applicable	
Other extractions		Not Applicable	
Environmental Report		Not Applicable	
Flood risk		Not Applicable	
Telecommunications		Not Applicable	
Utilities		Not Applicable	
Transport		Not Applicable	
Repairing liabilities		Not Applicable	
Other search reports for the property		Not Applicable	
Search reports for other properties		Not Applicable	
Translations of pack documents		Not Applicable	

Additional versions of any pack document in another format such as Braille or large print		Not Applicable	
Summary or explanation of any pack document		Not Applicable	
Information identifying the property including a description, photograph, map, plan or drawing of the property		Not Applicable	
Information identifying the persons involved in providing the pack document or information within a pack document		Not Applicable	
Additional relevant information		Not Applicable	



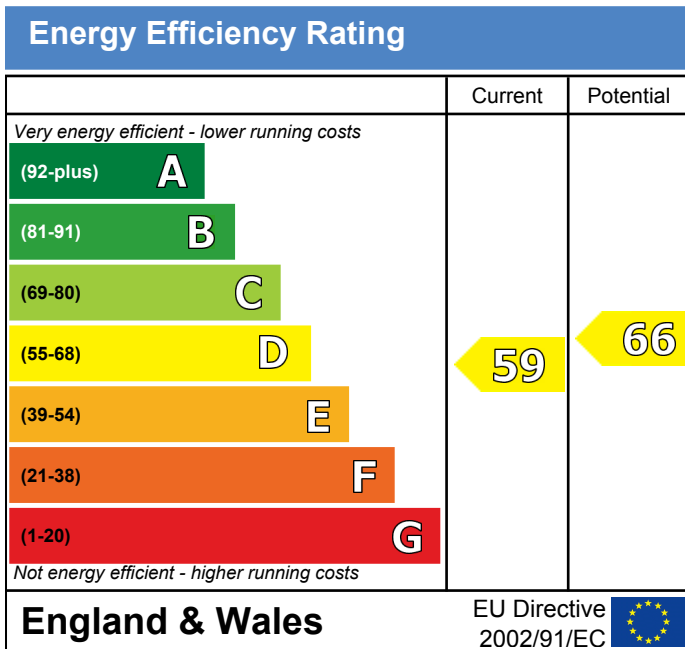
Energy Performance Certificate



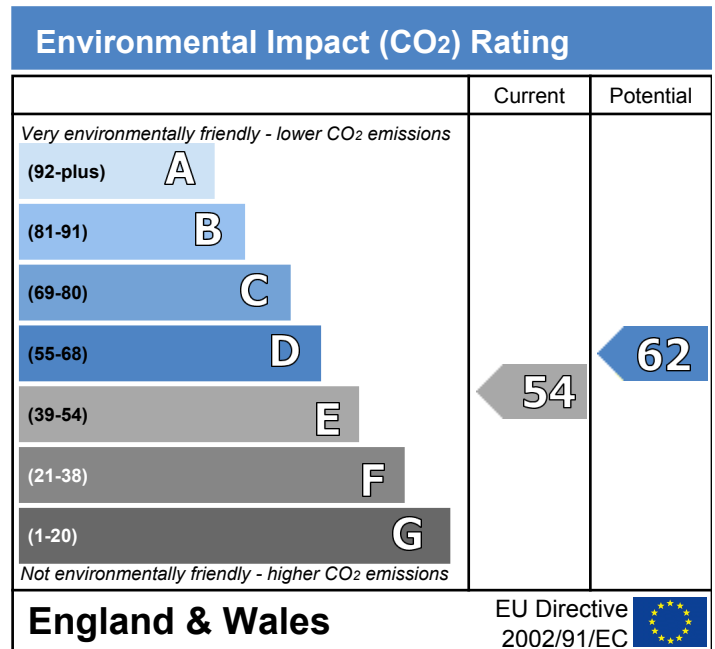
Borderline,
Kedington Road,
Sturmer,
HAVERHILL, CB9 7XS

Dwelling type: Detached house
Date of assessment: 04 June 2008
Date of certificate: 12 June 2008
Reference number: 0148-1080-6236-4488-0044
Total floor area: 169 m²

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



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



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

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

	Current	Potential
Energy use	218 kWh/m ² per year	183 kWh/m ² per year
Carbon dioxide emissions	7.3 tonnes per year	6.1 tonnes per year
Lighting	£150 per year	£79 per year
Heating	£741 per year	£655 per year
Hot water	£173 per year	£146 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 make your home more energy efficient, call **0800 512 012** or visit **www.energysavingtrust.org.uk/myhome**

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Elmhurst Energy Systems, 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: EES/002620
Assessor's name: David Alan White
Company name/trading name: David Alan White
Address: 15 Wells Hall Road, Great Cornard, Suffolk, CO10 0NH

Phone number: 01787 379702
Fax number:
E-mail address: david.dwea.co.uk
Related party disclosure:

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

Borderline,
Kedington Road,
Sturmer,
HAVERHILL, CB9 7XS

Date of certificate: 12 June 2008
Reference number: 0148-1080-6236-4488-0044

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.

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Timber frame, as built, insulated (assumed)	Good	Good
	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Roof room(s), insulated (assumed)	Average	Average
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	Room heaters, wood logs	-	-
Hot water	From main system	Average	Average
Lighting	Low energy lighting in 11% of fixed outlets	Poor	Poor
Current energy efficiency rating		D 59	
Current environmental impact (CO ₂) rating		E 54	

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	£56	D 61	D 55
Sub-Total	£56		
Higher cost measures (over £500)			
2 Replace boiler with Band A condensing boiler	£128	D 66	D 62
Total	£184		
Potential energy efficiency rating		D 66	
Potential environmental impact (CO₂) rating			D 62

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	£29	D 68	D 64
4 Solar photovoltaics panels, 25% of roof area	£74	C 71	D 67
Enhanced energy efficiency rating		C 71	
Enhanced environmental impact (CO₂) rating			D 67

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

About the cost effective measures to improve this home's energy 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 from an energy advisor before carrying out DIY improvements.

1 Low energy lighting

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

Higher cost measures (typically over £500 each)

2 Band A condensing boiler

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

About the further measures to achieve even higher standards

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

3 Solar water heating

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

4 Solar 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 British Photovoltaic 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^{1}, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

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



Sale statement for

Borderline,
Kedington Road,
Sturmer,
HAVERHILL,
Suffolk,
CB9 7XS

About this form:

- I Under the Home Information Pack (No.2) Regulations 2007, you must provide the following information in your Home Information Pack and may use this form to do so.
- I Someone else can complete this form on behalf of a seller.
- I If the property has not yet been completed or converted, please answer the questions as if the property has been completed or converted.
- I Please answer all questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

Seller's check of this form

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

Statement

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl.maisonette) <input checked="" type="checkbox"/> 4 House (incl.bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input checked="" type="checkbox"/> 4 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"/> 4 The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	CHARLES CHRISTOPHERSEN GURTEEN

<p>6. The capacity of the seller</p>	<p><input checked="" type="checkbox"/> 4 The owner or owners</p> <p><input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died</p> <p><input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)</p> <p><input type="checkbox"/> Other (please give details):</p> <div data-bbox="699 495 1326 719" style="background-color: #cccccc; height: 100px;"></div>
<p>7. The property is being sold:</p>	<p><input checked="" type="checkbox"/> 4 With vacant possession</p> <p><input type="checkbox"/> Section 171(2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:</p> <div data-bbox="699 913 1326 1137" style="background-color: #cccccc; height: 100px;"></div>



The electronic official copy of the register follows this message.

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





Official copy of register of title

Title number EX502136

Edition date 14.03.2001

- This official copy shows the entries on the register of title on 30 May 2008 at 13:24:13.
- 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 30 May 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Peterborough Office.

A: Property Register

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

ESSEX : BRAINTREE

- 1 (14.04.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Borderline, Kedington Road, Sturmer, Haverhill, (CB9 7XS).

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 (30.09.1996) Proprietor: CHARLES CHRISTOPHERSEN GURTEEN of Borderline, Kedington Road, Sturmer, Haverhill, Essex CB9 7XS.

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.

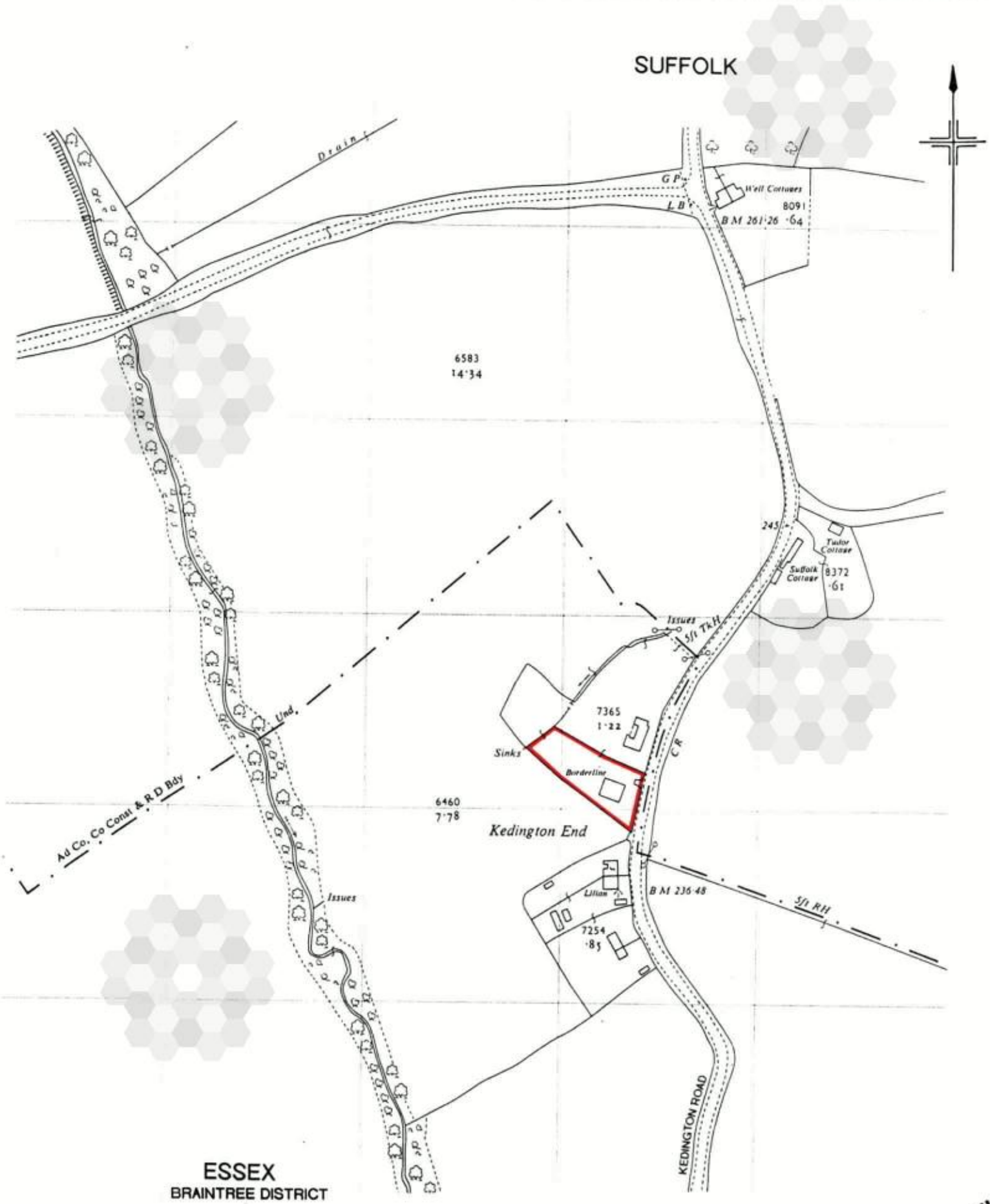
This official copy is issued on 30 May 2008 shows the state of this title plan on 30 May 2008 at 13:24:08. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject 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, Peterborough Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
		EX502136	
ORDNANCE SURVEY PLAN REFERENCE	TL 6944		Scale 1/2500
COUNTY	DISTRICT		© Crown copyright





Search Report

Surehome

E-Mail: info@surehome.co.uk

Our Reference: **XX/1011547**
Your Reference: **HP074865**
Report Prepared by: **LBoyd**

Date: **11/06/2008**

REQUESTED FOR

Subjects: Borderline
Kedington Road
Sturmer
Haverhill
CB9 7XS

Council: Braintree District Council

Local Authority Code: 1510

Search: HIP LLC1 & Local Search

We refer to your enquiry regarding the above noted.
Please find attached a Search Report for same.

Should you require any further information please do not hesitate to contact our Customer Enquiry Team on the following number:

Freephone 0800 052 0117

Yours Faithfully



ONESEARCH DIRECT



SUMMARY OF SEARCH REPORT : 01011547

INVOICE NUMBER : E20435064

LLC1 Search

It is hereby certified that the Search requested above reveals 3 registration/s described in the Schedule hereto and including the date of this certificate

LOCAL Search

3. Planning and Building Regulations

Planning Permissions, Listed	Yes
Building/Conservation Area Consents	
Certificate of Lawfulness of Proposed Use or Development	No
Building Regulation Approvals/Completion Certificates	See main certificate

4. Development Plans

Policies	Yes
Proposals	No
Recommendations	No

5. Roads

Roads, Footways and Footpaths Maintained at Public Expense	Yes
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Other Matters

6. Land Required for Public Purposes	No
7. Land to be Acquired for Roadworks	No
8. Drainage Agreements and consents	Not Available
9. Nearby Road Schemes	No
10. Nearby Railway Schemes	No
11. Traffic Schemes	No
12. Outstanding Notices	None
13. Contravention of Building Regulations	No
14. Notice, Orders, Directions and Proceedings under Planning Acts	None
15. Conservation Areas not registered as a land charge	No
16. Compulsory Purchase	No
17. Contaminated Land	No
18. Radon Gas	No

LLC1 Search

Subjects **Borderline, Kedington Road, Sturmer, Haverhill, Suffolk, CB9 7XS.**
Date of Search Report: **11/06/2008**
Search Report No: **01011547**
Search Report Prepared by: **LBoyd**

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Ref BTE/1093/96 Conditional planning consent Town & County Planning Act 1990. Erection of double car port and store	Braintree District Council	Causeway House Braintree Essex CM7 9HB.	12/9/2002
Ref BTE/1092/96 Conditional planning consent Town & County Planning Act 1990. Erection of two storey extension to existing residential dwelling	Braintree District Council	Causeway House Braintree Essex CM7 9HB.	5/11/1996
Ref 04/2237/FUL Conditional planning consent Town & County Planning Act 1990. Erection of conservatory	Braintree District Council	Causeway House Braintree Essex CM7 9HB.	15/12/2004

Local Search Enquiries

Subjects **Borderline, Kedington Road, Sturmer, Haverhill, Suffolk, CB9 7XS.**
 Date of Search Report: **11/06/2008**
 Search Report No: **01011547**
 Search Report Prepared by: **LBoyd**

Local Search Enquiries deal with entries which affect the subjects of search but which have not been registered as a Land Charge by the Local Authority.

Information relating to applications, consents, designations, notices, orders and other items which are disclosed in the search of the Land Charges will not be duplicated below.

Planning and Building Regulation Decisions and Pending Applications

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

Section 3 (a)	Planning Permissions	Yes
Application Number	Proposal	Decision
		Decision Date
		Application Type
BTE/979/76	erection of garage	Approved on Conditions
		16-Sep-1976
		Planning
Section 3 (b)	Listed Building Consents	None
Section 3 (c)	Conservation Area Consents	None
Section 3 (d)	Certificate of lawfulness of existing use or development	None
Section 3 (e)	Certificate of lawfulness of proposed use or development	Not Available
Section 3 (f)	Building Regulations approvals	Not Available
Section 3 (g)	Building Regulations completion certificate	Not Available
Section 3 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	Not Available

Informative

The seller or developer should be asked to provide evidence of compliance with building regulations

Informative

*Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Braintree District Council, Causeway House, Braintree, Essex, CM7 9HB.***

Planning designations and Proposals

4. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	Yes
Braintree-Review Revised Deposit Plan	Proposed 2003
Local Plan Policy	Special Landscape Area (RLP 74)
Local Plan Policy	Green Wedge (RLP 84)
Local Plan Policy	District Boundary

Roads

5. Which of the roads, footways and footpaths named in the application for this search are:-

(a)	Highway Maintainable at Public Expense				Yes
Name	Carriageway	Footway	Footpath	Verge	
B1061	Public	Public	None	None	
(b)	Subject to adoption and supported by a bond or bond waiver				No
(c)	To be made up by a local authority who will reclaim the cost from the frontagers; or				Not Available
(d)	To be adopted by a local authority without reclaiming the cost from the frontagers?				Not Available

Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Braintree District Council, Causeway House, Braintree, Essex, CM7 9HB.**

Land Required for Public Purposes

6. Is the property included in land required for Public Purposes? **No**

7. Is the property included in land to be acquired for road works? **No**

8. Do either of the following exist in relation to the property?

(a) An agreement to drain building in combination into an existing sewer by means of a private sewer	Not Available
(b) An agreement or consent for:- i. a building; or ii. an extension to a building on the property, to be built over in the vicinity of a drain, sewer or disposal main?	Not Available

Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Braintree District Council, Causeway House, Braintree, Essex, CM7 9HB.**

Nearby Road Schemes

9. Is the property (or will it be) within 200 metres of any of the following?	Not so far as is known
<p>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</p> <p>(b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</p> <p>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-</p> <ul style="list-style-type: none">i) Construction of a roundabout (other than a mini-roundabout); orii) Widening by construction of one or more additional traffic lanes; <p>(d) The outer limits of-</p> <ul style="list-style-type: none">i) Construction of a new road to be built by a local authorityii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; oriii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes <p>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</p> <p>(f) The outer limits of-</p> <ul style="list-style-type: none">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); oriii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	

Nearby Railway Schemes

10. Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No
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Traffic Schemes

11. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property -	Not so far as is known
<ul style="list-style-type: none">(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 restrictions(g) Traffic calming works including road humps(h) Residents parking controls(i) Minor road widening or improvement(j) Pedestrian crossings(k) Cycle tracks; or(l) Bridge building?	

Outstanding Notices

12. 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; or (f) Public health?	Not so far as is known
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Contravention of Building Regulations

13. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No
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Notices, Orders, Directions and Proceedings under Planning Acts

14. 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) Enforcement Notice	None
(b) Stop Notice	None
(c) Listed Building Enforcement Notice	None
(d) Breach of Condition Notice	None
(e) Planning Contravention Notice	None
(f) Other Notice relating to breach of planning control	None
(g) Listed Buildings Repair Notice	None
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	None
(i) A Building Preservation Notice	None
(j) A direction restricting permitted development	None
(k) An order revoking or modifying permission	None
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	None
(m) A Tree Preservation Order	None

(n)	Proceedings to enforce a planning agreement or planning contribution	None
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Conservation Areas

15. Do the following apply in relation to the property-	No
a) The making of the area a Conservation Area before 31st August 1974; or	
b) An unimplemented resolution to designate the area a Conservation Area?	

Compulsory Purchase

16. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	Not so far as is known
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Contaminated Land

17. 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-

No

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - I) A decision to make an entry; or
 - II) An entry; or
- c) Consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice?

Informative

A negative reply does not imply that the property is free from contamination or from risk to it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.

The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class 'B' "Appropriate Person."

Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated area. Registers of remediation notices and contaminated land identified under s.78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.

As part of the OneSearch Local Search we will inspect the remediation register where available

Radon Gas

18. Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency (a body established under section 1 of the Health Protection Agency Act 2004)?

No

No. The property is in an area where less than 1% of homes are estimated to be at or above the Action Level.

Informative

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

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

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

The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your Home Information Pack

HIP Provider: Surehome

Solicitor/Conveyancer: Surehome

The following individuals were responsible for inspecting relevant records and preparing this report on behalf of OneSearch Direct

Search Prepared by: LBoyd

Local Authority Records Inspected by: SNewlyn

Notes

In this section "Subjects" means the property to which this Search Report relates.

The Search Company

1. This Search Report was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct is a registered trade mark of SPH (Scotland) Ltd.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship which it has with any person involved in the sale of the Subjects who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Braintree District Council, Causeway House, Braintree, Essex, CM7 9HB.** The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date set on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the Subjects of the search are disclosed.
7. Planning applications on the Subjects only, have been searched.
8. Where the Search Report shows "Not Available" in response to any question that means the question could not be answered as the information was not made available by the relevant local authority. If, as a result, information in existence prior to the completion of the Search Report is not disclosed and this results in financial loss, a claim may be made under the insurance taken out by OneSearch. (See under Liability and Insurance below)

Definition of Search Terms

9. Definition of Search terms - roads
 - . Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
 - . Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

Legal Issues

10. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch
11. The seller of the Subjects or the person acting as his/her estate agent may copy the Search Report and include it in a Home Information Pack and otherwise copy it as required by the relevant legislation.
12. These terms are enforceable against OneSearch not only by the seller of the Subjects but also by the actual or potential purchaser of, or mortgage lender in respect of, the Subjects, in their own right.

13. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

14. . The local authority will be liable for any negligent or incorrect entry in the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.
15. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the Subjects in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
16. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

Yours Faithfully

ONESEARCH DIRECT

OneSearch Direct

Complaints Procedure

Information for customers

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

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

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

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

Customer Services
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP

0800 052 0117



IMPORTANT PROTECTION

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

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

The Code's Main Commitments

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

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

Keeping to the Search Code

How search organizations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And complaints under the Code 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 organization failing to keep to the Code.

Contact Details

The Property Codes Compliance Board.

Please contact:

Telephone - 020 7917 1817

Email - info@propertycodes.org.uk <mailto:info@propertycodes.org.uk>

You can also get more information about the Property Codes Compliance Board from our website at: www.propertycodes.org.uk
<<http://www.propertycodes.org.uk>>

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

STEWART TITLE LIMITED
Stewart House, Pynes Hill, Exeter, Devon,EX2 5AZ

PERSONAL LOCAL SEARCH INDEMNITY POLICY

BLOCK POLICY

Policyholder: SPH (Scotland) Limited

Policy Number: LSVP/0511/16900

Policy Date: 1 August 2007

This Block Policy of Insurance is granted to the Policyholder under which cover will be granted to an Insured in accordance with the details provided by the Policyholder on the Bordereau referred to within. Cover is subject to the Terms and Conditions and Exclusions of this Block Policy, and any Memoranda endorsed on the Policy. This Policy is effective from the Policy Date and continues until terminated. Cover to the Insured is granted from the date specified in the Bordereau.

Signed for and on behalf of
STEWART TITLE LIMITED

a

Authorised Signatory

DEFINITIONS:

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

Adverse Entry:	<p>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</p> <p>(a) by the Local Authority to the Organisation carrying out the Personal Search due to:-</p> <p>(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</p> <p>(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</p> <p>(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.</p>
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 and the Potential Buyer. 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:	<p>(i) Where the transaction is a purchase the purchase price, or</p> <p>(ii) Where the transaction is a remortgage the mortgage advance, or</p> <p>(iii) The liability limit requested by the Insured or its advisors or agents</p> <p>(iv) £2,000,000.00 (unless otherwise agreed in writing)</p> <p>whichever is the lesser</p>
Knowledge:	Actual knowledge not imputed by statute.

Property:	A private residential dwellinghouse 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 or Potential Buyer suffers a loss as detailed below and in the case of a 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
 - e. Any costs incurred by the Insured in establishing the Market Value which have been previously agreed in writing by the Company.

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.

- (iii) The Potential Buyer against any sums actually expended by the Potential Buyer in contemplation of buying the Property subject to the Maximum Liability.

EXCLUSIONS:

The Company shall not be 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 matter which is actually revealed by the Personal Search relating to questions referred to therein or
- c. In respect of any Adverse Entry which arises after the Effective Date or
- d. In respect of any matter which would not have been revealed 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 therefor 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 21 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

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 For 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.

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



Order Reference:B484767-1
Produced on:02 June 2008

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations 2007

The information in this document refers to:

Borderline
Kedington Road
Sturmer
Haverhill
CB9 7XS

This document was produced by:

Geodesys
PO Box 485
Huntingdon
PE29 6YB

This document was ordered by:

One Search Direct
Skypark SP1
8 Elliot Place
Glasgow
Glasgow
G3 8Ep

Customer reference: D248061

For any queries relating to this report please contact our customer services team on 01480 323889, quoting order reference: B484767-1.

The following records were searched in compiling this report: the Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by Geodesys.

Katie Turner, Service Delivery Manager, is the person responsible in respect of the following:

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



4001962



working on behalf of the water industry towards a sustainable future

The Law Society endorses the use of a residential drainage and water enquiry on all occasions where a property is being sold. With their unique knowledge of the water industry, the regional water companies of England & Wales are best placed to identify any risks relating to the location and ownership of public water mains and sewers before property purchases are completed.

We do accept that on occasions, customers may not be happy and seek clarification or confirmation that our records are correct. For such instances, the Water UK CON29DW group has developed a unified approach in dealing with customer enquiries and complaints, offering customers a set of minimum standards that would apply. These are listed below.

Water UK: Residential Drainage and Water Search Complaint Procedure

As a minimum standard, Geodesys:

- will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that is not possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to contact us via email, fax or letter explaining the reasons why you are not satisfied;
- will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint;
- will keep you informed of the progress and update you with new timescales if necessary, depending on the scale of investigation required;
- will pay you £36.00 (Exc. VAT) compensation regardless of the outcome of your complaint, if we fail to give you a written substantive response within 5 working days;
- will automatically refund your search fee if your complaint is found to be justified, or we have made any substantive errors that change the outcome in your search result. We will provide you with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required;
- will provide the search free of charge if your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/Company Director for resolution.

Question 1 Interpretation of Drainage and Water Search

Answer Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667 - Housing, England and Wales - The Home Information Pack Regulations 2007.

Question 2 Enquiries and Responses

Answer This drainage and water search for Borderline, Kedington Road, Sturmer, Haverhill, CB9 7XS complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

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

The report was completed by Devon Brand who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on and completed on 02 June 2008

The Drainage and Water Report was prepared following examination of Anglian Water's records, and other summary records derived from the original. Section 3 of the attached Drainage and Water Enquiry (Domestic) Terms and Conditions details Anglian Water Services Limited trading as Geodesys' liability.

Geodesys has provided this Drainage and Water Report in line with its Terms and Conditions which are available on its website www.geodesys.com

Geodesys, has a robust and uniformly efficient complaints process. Formal complaints and queries can be made, by telephone on 01480 323889, in writing to Geodesys, Spencer House, Spitfire Close, Huntingdon, Cambs, PE29 6XY or by e-mail to customer.feedback@geodesys.com

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

Answer No map is included, as there are no public sewers in the vicinity of the property.

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

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

Answer Records indicate that foul water from the property does not drain to the public sewerage system.

Informative Sewerage Undertakers are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. 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.

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

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

Informative Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.
If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company.
If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

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

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.
Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.

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

Answer The public sewer map 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.

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

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

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

Informative The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

Question 9 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

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

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

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

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

Supplied by:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Informative 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 and the buyer may therefore 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.

Question 11 Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

Answer Records confirm that water mains or service pipes serving the development, of which the property forms part, are not the subject of an existing adoption agreement or an application for such an agreement.

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

Question 12 Who are the sewerage and water undertakers for the area?

Answer Sewerage and water undertaker:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 13 Is the property connected to mains water supply?

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

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

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

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

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

Answer The charges are based on actual volumes of water measured through a water meter. ("metered-supply")
The meter serial number is: 96M304127Y
The property reference number is: 0000519582

Informative Water and sewerage Undertakers' full charges are set out in their charge schemes which are available from the company free of charge upon request.
On change of occupation, the Company may install a meter at the premises and base charges upon the measured tariff. The Company may also install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: watering the garden, other than by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.

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

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

Informative Water and Sewerage Undertakers full charges are set out in their charges schemes which are available from the company free of charge upon request.
On change of occupation, the Company may install a meter at the premises and base charges upon the measured tariff. The Company may also install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: watering the garden, other than by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.

Question 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is not payable for the property.

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges.

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

Answer 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 2 PTY LHS B4 LONG RED BRICK WALL.FLOWER.

Question 19 Who bills the property for sewerage services?

Answer The property is billed for sewerage services by:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 20 Who bills the property for water services?

Answer The property is billed for water services by:
Anglian Water Customer Services
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Question 21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

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

Informative A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. Flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, siltation, collapses, and equipment or operational failures are excluded.
"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
"At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.
Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.
Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the company.
Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991.
It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excluded flooding from private sewers and drains and the Company makes no comment upon this matter.

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

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

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

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

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

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

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

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

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

One-off incidents: This exclusion covers a number of causes of low pressure: mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incident of a short duration: Properties affected by low pressure which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

Question 23 Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year

Answer All samples taken from this supply zone in the period January to December 2007 fully complied with the standards of the 2000 Regulations or the 2001 Regulations, with the exception of one sample which did not meet the standard for coliforms. A thorough investigation was undertaken but the cause of the exceedance could not be identified.

Informative **Anglian Water investigates all infringements of drinking water quality standards thoroughly and takes appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately, advise them not to drink the water until the risk had been removed and would take appropriate steps to advise and protect their customers.**

For more detailed information, visit www.anglianwater.co.uk, or telephone 01480 323889 or write to Geodesys, PO Box 485, Huntingdon, Cambridgeshire, PE29 6TB.

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) and results in the standards not being met.

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

Water quality is normally tested at the tap used for domestic consumption, usually the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of a domestic water system (the supply pipe and the plumbing within the property) and 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 (Telephone Anglian Water Customer Services on: 08457 145 145) for further advice.

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 operations can be examined.

Question 24 Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations; or authorised by the National Assembly for Wales under Part 6 of the 2001 Regulations from the provisions of Part 3 of those Regulations

Answer There are currently no Undertakings or Authorised Departures relating to this supply zone.

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

Question 25 Please confirm the distance from the property to the nearest boundary of the nearest sewage treatment works

Answer The nearest sewage treatment works is 1.5 kilometres North East of the property. The name of the sewage treatment works is KEDINGTON STW, which is the responsibility of Anglian Water.

Informative The nearest sewerage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
The Sewage undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted, therefore, that there may be a private sewage treatment works closer than the one detailed above that has not been identified.

APPENDIX 1

GENERAL INTERPRETATION

(1) In this Schedule-

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

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

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

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

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

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

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

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

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

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

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

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

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

"lateral drain" means-

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

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

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

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

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

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

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

- (a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);
- (c) under Section 179 of the 1991 Act (k); or
- (d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act (l);

"resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of-

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

(2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

- (a) 1991 c.56.
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.
- (e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.
- (f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
- (g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
- (h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
- (i) 1989 c.15.
- (j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

DRAINAGE & WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

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

Definitions

"Company" means Anglian Water Services Limited trading as GEODESYS who produces the Report..

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

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

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

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

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

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

Agreement

- 1.1 The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser.
- 1.2 The Customer, the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

2. Whilst the Company will use reasonable care and skill in producing the Report, it is provided to the Customer, the Client and the Purchaser on the basis that they acknowledge and agree to the following:
 - 2.1 The information contained in the Report can change on a regular basis so the Company cannot be responsible to the Customer, the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was produced and sent to the Client.
 - 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
 - 2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client.
 - 2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and the Purchaser. The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
 - 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

Liability

- 3.1 The Company shall not be liable to the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond the Company's reasonable control or the acts or omissions of any party for whom the Company are not responsible.
- 3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.
- 3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence.

Copyright and Confidentiality

- 4.1 The Customer, the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of the Company. No intellectual or other property rights are transferred or licensed to the Customer, the Client or the Purchaser except to the extent expressly provided.
- 4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 4.3 The Customer, the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 4.5 The Customer, the Client and the Purchaser agree to indemnify the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

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 of Reports, the Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with the Company.

General

- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Client's or the Purchaser's statutory or any other rights of access to the information contained in the Report.
- 6.4 These terms and conditions may be enforced by the Customer, the Client and the Purchaser.



0 50 100 150 Metres

Map Centre 569729, 244612



GEODESYS
LAND & PROPERTY INFORMATION

PO Box 485, Huntingdon, PE29 6YB
DX 123730 Huntingdon 6

WATER ASSET LEGEND

Operational Potable Water



Decommissioned Water



Operational Raw Water



Title: B484767-1

Scale: 1:1250

Date: 02/06/2008 13:57

This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but the position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or drain or disposal main or any item of apparatus. This information is valid for the date printed. The plan is produced by Anglian Water Services Limited, trading as Geodesys from Ordnance Survey © Crown Copyright, WU 298492. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other use of the map data or further copies are not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.



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