

HOME INFORMATION PACK INDEX for 25,Maple Drive,Widdrington,Morpeth,NE61 5PF

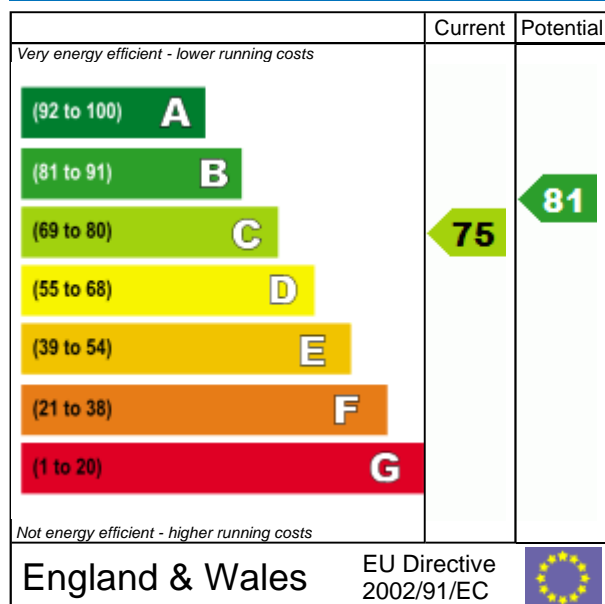
<b>Document</b>	<b>Status</b>	<b>Further Details</b>	<b>Reason Not Included</b>	<b>Steps Taken</b>
Index of Documents				
Energy Performance Certificate (EPC)	Final			
Sale Statement	Final			
Official Copies of the Registers	Received			
Official Copy of the Title Plan	Received			
Local Land Charges Search	Received			
Local Authority Search	Received			
Drainage and Water Search	Received			
Home Content Form	Final			
Home Use Form	Work In Progress			

25, Maple Drive  
Widdrington  
MORPETH  
NE61 5PF

Dwelling type: End-terrace house  
Date of assessment: 15 February 2008  
Date of certificate: 20 February 2008  
Reference number: 8418-6022-4610-6505-5092  
Total floor area: 69 m<sup>2</sup>

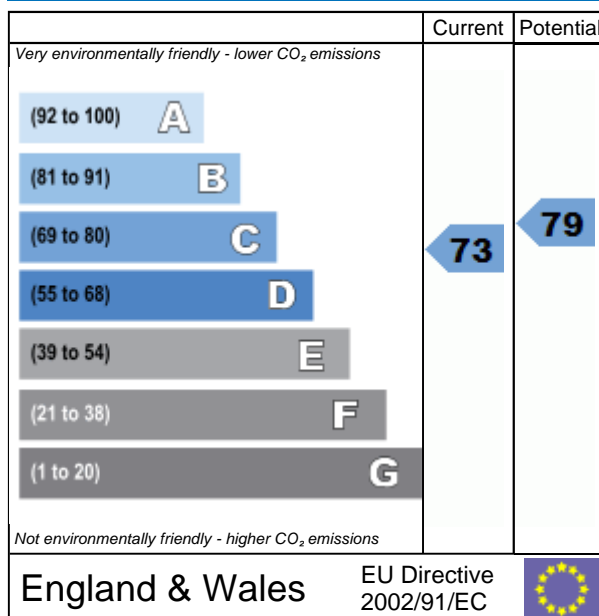
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.

## Energy Efficiency Rating



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

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



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

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

	Current	Potential
Energy use	200 kWh/m <sup>2</sup> per year	159 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	2.3 tonnes per year	1.8 tonnes per year
Lighting	£64 per year	£32 per year
Heating	£245 per year	£220 per year
Hot water	£84 per year	£68 per year

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

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



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

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

## About this document

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

Assessor's accreditation number: SAVA001246  
Assessor's name: Mr Derek Coleman  
Company name/trading name: Derek Coleman (Home Inspector)  
Address: Whitefriars, Hallgarth View, Pitlington, Durham, DH6 1AS  
Phone number: 07821 649759  
Fax number:  
E-mail address: derekhcoleman@aol.com

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at [www.nher.co.uk](http://www.nher.co.uk) together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

## About the building's performance ratings

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

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your building. Different methods of calculation are used for homes and for other buildings. Details can be found at [www.communities.gov.uk/epbd](http://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 that you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

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

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

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

25, Maple Drive  
Widdrington  
MORPETH  
NE61 5PF

Date of certificate: 20 February 2008  
Reference number: 8418-6022-4610-6505-5092

### Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roofs	Pitched, 200mm loft insulation	Good	Good
Floor	Solid, insulated (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, room thermostat and TRVs	Average	Average
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	No low energy lighting	Very poor	Very poor
<b>Current energy efficiency rating</b>		<b>C 75</b>	
<b>Current environmental impact (CO<sub>2</sub>) rating</b>		<b>C 73</b>	

## Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvements	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£26	C 77	C 74
Sub-total	£26		
<b>Higher cost measures</b>			
2 Replace boiler with Band A condensing boiler	£47	B 81	C 79
Total	£73		
<b>Potential energy efficiency rating</b>		<b>B 81</b>	
<b>Potential environmental impact (CO<sub>2</sub>) rating</b>			<b>C 79</b>

## 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.

<b>Higher cost measures</b>			
3 Solar photovoltaics panels, 25% of roof area	£32	B 83	B 81
<b>Enhanced energy efficiency rating</b>		<b>B 83</b>	
<b>Enhanced environmental impact (CO<sub>2</sub>) rating</b>			<b>B 81</b>

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

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

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

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

#### 1 Low energy lighting

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

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

#### 2 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<sup>1</sup>, 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 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<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

---

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

# Sale statement Form

25, Maple Drive, Widdrington, Morpeth, NE61 5PF

Seller: Mr & Mrs Robert Wilkinson

	Statement
1. The property is (or will be):	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input type="checkbox"/> Leasehold starting (or likely to start) from and with years left on the lease
2. The title to the interest in the property being sold is	<input checked="" type="checkbox"/> Registered at Land Registry <input type="checkbox"/> Unregistered
3. Who is selling the property?	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details)
4. The property is being sold	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Subject to occupation where one or more properties in a subdivided building are marketed for sale as a dwelling property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)

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 ND139182

Edition date 05.09.2006

- This official copy shows the entries on the register of title on 14 Feb 2008 at 09:39:03.
- 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 14 Feb 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](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Durham (Southfield) Office.

## A: Property Register

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

NORTHUMBERLAND : CASTLE MORPETH

- 1 (12.04.2000) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 25 Maple Drive, Widdrington, Morpeth (NE61 5PF).
- 2 The mines and minerals together with ancillary powers of working are excepted.
- 3 (08.11.2004) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 1 October 2004 referred to in the Charges Register.
- 4 (08.11.2004) The Transfer dated 1 October 2004 referred to above contains provisions as to light or air and boundary structures.

## B: Proprietorship Register

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

### Title absolute

- 1 (05.09.2006) PROPRIETOR: ROBERT ALAN WILKINSON and LYN WILKINSON of 25 Maple Drive, Widdrington, Morpeth, Northd NE61 5PF.
- 2 (05.09.2006) The price stated to have been paid on 29 June 2006 was £122,000.
- 3 (05.09.2006) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (05.09.2006) RESTRICTION: No disposition of the registered estate by the

## B: Proprietorship Register continued

proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 29 June 2006 in favour of Southern Pacific Mortgage Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 (12.04.2000) A Conveyance dated 31 December 1924 made between (1) Mary Winkworth (2) Sir Frederick Charlton Meyrick and William Stafford Sanderson (3) Dorothy Mary Winkworth and others and (4) John Henry Burn and Frank Hawthorn Burn contains the following covenants:-  
  
...and the Purchasers for themselves and their respective heirs executors administrators and assigns with intent to bind the hereditaments hereby conveyed into whosoever hands the said hereditaments shall for the time being be vested but not so as to render themselves personally liable for any breach thereof after they shall have parted with all interest in the premises in respect of which such breach shall occur hereby covenant with the said Sir F.C. Meyrick and W.S. Sanderson and as a separate covenant with each of them there and each of their heirs administrators and assigns that no part of the hereditaments hereby conveyed or any building now or hereafter to be erected thereon shall be used as an inn public house or as a club (in which intoxicating liquors shall be supplied to the members) or for the sale or disposal of ale beer wines or spirituous liquors and in the event of the breach of this covenant the said Sir F.C. Meyrick and W.S. Sanderson and their respective heirs executors administrators and assigns shall be entitled to recover and receive from the Purchasers their heirs executors administrators and assigns as liquidated damages (and not by way of penalty) the sum of £50 for the first six months and £10 for every succeeding month in or during which such breach shall continue without prejudice nevertheless to the right of the said Sir F.C. Meyrick and W.S. Sanderson or other persons entitled to the benefit of this covenant to apply for and obtain an injunction restraining the continuance of such breach.
- 2 (12.04.2000) The land is subject to the following rights reserved by a Transfer thereof and other land dated 31 March 2000 made between (1) George Rea Campbell and Mary Anne Campbell and (2) Hatch Warren 1992 Limited:-  
  
"The Property is sold subject to:-  
  
...All rights of way drainage water courses and other rights in the nature of easements or quasi-covenants now or usually enjoyed by adjoining owners or occupiers over all or any part of the Property"  
  
NOTE: 'The Property' referred to includes the land in this title.
- 3 (08.11.2004) A Transfer of the land in this title dated 1 October 2004 made between (1) Hatch Warren 1992 Limited (2) Grainger Homes Limited and (3) Allan Haig Smith and Lindsay Claire McEvoy contains restrictive covenants.  
  
NOTE: Copy filed.
- 4 (05.09.2006) REGISTERED CHARGE dated 29 June 2006.
- 5 (05.09.2006) Proprietor: SOUTHERN PACIFIC MORTGAGE LIMITED (Co. Regn. No. 3266119) of First Floor, 6 Broadgate, London EC2M 2QS.

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.

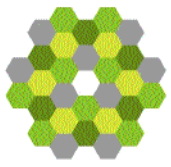
This official copy is issued on 14 February 2008 shows the state of this title plan on 14 February 2008 at 09:39:03. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Durham (Southfield) Office .

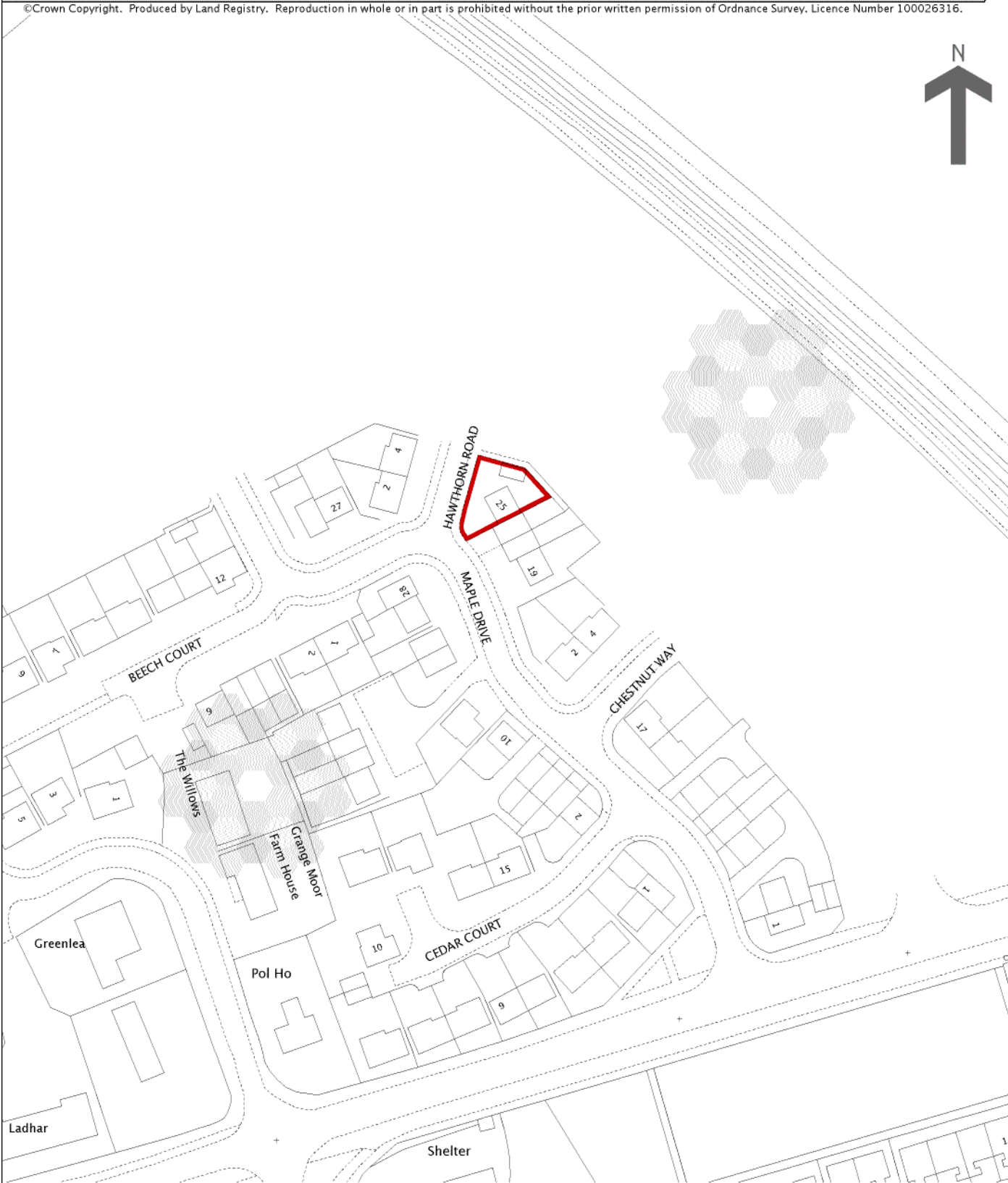


# Land Registry Official copy of title plan

Title number ND139182  
Ordnance Survey map reference NZ2494SW  
Scale 1:1250  
Administrative area NORTHUMBERLAND:  
CASTLE MORPETH



©Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.





# Search Report



HipHipHooray

Our Reference: **XX/X454797**  
Your Reference: **Not Found**  
Report Prepared by: **BAppleby**

Date: **25/02/2008**

## REQUESTED FOR

Subjects:  
25 Maple Drive  
Morpeth  
NE61 5PF

Council: **Castle Morpeth District Council**

Local Authority Code: **2920**

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 : 00853394

#### LLC1 Search

It is hereby certified that the Search requested above reveals 15 registration/s described in the Schedule hereto and including the date of this certificate

#### LOCAL Search

##### 3. Planning and Building Regulations

Planning Permissions, Listed Building/Conservation Area Consents **Yes**

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 **No**

##### 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 **25, Maple Drive, Widdrington, Morpeth, Northumberland, NE61 5PF.**  
 Date of Search Report: **25/02/2008**  
 Search Report No: **00853394**  
 Search Report Prepared by: **BAppleby**

### 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
93/D/0332 Outline residential development	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	9/9/1992
92/D/0135 Outline residential development	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	8/6/1992
Reserved matters erection of 60 no. dwellings 94/D/341B	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	12/12/2001
Erection of 2 no. detached bungalows and garages 01/D/515	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	17/12/2001
Amendment to condition no. 4 94/D/341B-regarding children's play area	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	3/5/2002
Miscellaneous use-development incorporating 138 bungalows, flats, and houses terraced semi-detached and detached forms, commercial and retail premises and outdoor recreation space and ancillary works 01/D/119	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	7/5/2002
Section 106 Grainger Trust PLC. and Castle Morpeth Borough Council to which 01/D/119 refers	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	7/5/2002
Amended decision notice 94/D/4310	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	12/12/2002
Reserved matters construction of noise attenuation mound and landscape proposals. 01/D/119A	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	30/4/2003
Erection of 4 no. flats and 3 no. retail/office units 05/D/213	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	13/5/2005

Agreement dated 22/11/1994 between George Rea Campbell and Mart Anne Campbell and Castle Morpeth Borough Council relating to restriction and obligations in regard to development 94/D/341 refers	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	22/11/1994
Residential development 94/D/341	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	22/11/1994
Construction of temporary access on to B1337 Road and provision of temporary car park 01/D/649	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	28/11/2001

#### 04 - Miscellaneous charges

Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Highways Act 1980 Section 38 Phase 1 and 2 Agreement made between Grainger Homes(1) Hatch Warren 1992 Ltd. (2) Northumberland County Council (3) Barclays Bank PLC. (4) Agreement dated 08/03/2004 received by Castle Morpeth Borough Council for registration on 13th may 2004	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	17/5/2004
Smoke Control Order 05	Castle Morpeth District Council	The Kylins Morpeth Northumberland NE61 2EQ.	1/4/1996

## Local Search Enquiries

Subjects **25, Maple Drive, Widdrington, Morpeth, Northumberland, NE61 5PF.**  
 Date of Search Report: **25/02/2008**  
 Search Report No: **00853394**  
 Search Report Prepared by: **BAppleby**

### 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
92/D/0332	Outline residential development	Refused	9-Sep-1992	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

### 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
Castle Morpeth District Local Plan 1991 - 2006 Adopted	Adopted 27/02/2003
Local Plan Policy	Settlement Boundary
Local Plan Policy	Borough Boundary



## Roads

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

<b>(a) Highway Maintainable at Public Expense</b>					<b>No</b>
<b>Name</b>	<b>Carriageway</b>	<b>Footway</b>	<b>Footpath</b>	<b>Verge</b>	
Maple Drive, Widdrington	Private	Private	None	None	
Path to rear	None	None	Private	None	
<b>(b) Subject to adoption and supported by a bond or bond waiver</b>					<b>Yes, Section 38</b>
<b>(c) To be made up by a local authority who will reclaim the cost from the frontagers; or</b>					<b>Not Available</b>
<b>(d) To be adopted by a local authority without reclaiming the cost from the frontagers?</b>					<b>Not Available</b>

## Land Required for Public Purpose

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:- **Not Available**  
 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?

## Nearby Road Schemes

<b>9. Is the property (or will it be ) within 200 metres of any of the following?</b>	<b>Not so far as is known</b>
<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"><li>i) Construction of a roundabout (other than a mini-roundabout); or</li><li>ii) Widening by construction of one or more additional traffic lanes;</li></ul> <p>(d) The outer limits of-</p> <ul style="list-style-type: none"><li>i) Construction of a new road to be built by a local authority</li><li>ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or</li><li>iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes</li></ul> <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"><li>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;</li><li>ii) Construction of a roundabout (other than a mini-roundabout); or</li><li>iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?</li></ul>	

## Nearby Railway Schemes

<b>10. Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?</b>	<b>No</b>
--	-----------

## Traffic Schemes

<b>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 -</b>	<b>Not so far as is known</b>
<ul style="list-style-type: none"><li>(a) Permanent stopping up or diversion;</li><li>(b) Waiting or loading restrictions</li><li>(c) One way driving</li><li>(d) Prohibition of driving</li><li>(e) Pedestrianisation</li><li>(f) Vehicle width or weight restrictions</li><li>(g) Traffic calming works including road humps</li><li>(h) Residents parking controls</li><li>(i) Minor road widening or improvement</li><li>(j) Pedestrian crossings</li><li>(k) Cycle tracks; or</li><li>(l) Bridge building?</li></ul>	

## Outstanding Notices

<b>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-</b> (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health?	<b>Not so far as is known</b>
---	-------------------------------

## Contravention of Building Regulations

<b>13. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations</b>	<b>No</b>
---	-----------

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

<b>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-</b>	
(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
-----	--	------

### 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
---	------------------------

## 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?

Entries in Register	Section	Reference	Description	Status	Date
---------------------	---------	-----------	-------------	--------	------

### 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:

HipHipHooray

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

Search Prepared by:

BAppleby

Local Authority Records Inspected by:

Judith Whalen

## 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 **Castle Morpeth District Council, The Kylins, Morpeth, Northumberland, NE61 2EQ.** 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](mailto: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 out on the

### 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 "N/A" 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](mailto:cs@onesearchdirect.co.uk). Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

### **Liability and Insurance**

14. Liability for, and financial compensation due in respect of, an error or omission in the Search Report caused by negligence on the part of OneSearch rests with OneSearch. OneSearch has taken out an insurance policy to cover this liability. A copy of that insurance policy is attached. In addition to providing coverage for errors and omissions in the Search Report caused by OneSearch's negligence, the said insurance policy provides coverage for financial loss arising from any inaccuracy in the Search Report, however that came about, including under the circumstances set out in paragraph 8 above. The said insurance is for the benefit of the seller, the potential or actual buyer and the mortgage lender in respect of the subjects and claims may be made under the policy directly by any of them. To make a claim, the relevant person should contact the insurers direct in the manner set out in the said policy.
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.
17. OneSearch is registered with the Property Codes Compliance Board as a subscriber to the Search Code. 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

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 an extra level of protection as the service can award compensation of up to £5,000 for losses suffered as a result of the search organization failing to comply with the Code.

**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](mailto: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) <<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)  
<<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:- (i) the failure of the Local Authority to provide answers to the questions raised in the Personal Search either because of its failure to make the relevant registers available to the Organisation or a failure to supply relevant information because of its negligence or an error on its part ;or (ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part and therefore was not disclosed in the Personal Search; or (b) in the Personal Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.</p>
Bordereau:	<p>The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.</p>
Buyer or Potential Buyer:	<p>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.</p>
Company	<p>Stewart Title Limited whose registered office is at Stewart House, Pynes Hill, Exeter EX2 5AZ Registered in England No: 2770166.</p>
Deficit:	<p>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.</p>
Effective Date:	<p>For a purchase, the date of the Personal Search. For a remortgage the date of completion of the remortgage.</p>
Insured:	<p>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.</p>
Lender:	<p>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 .</p>
Local Authority:	<p>The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Personal Search.</p>
Market Value:	<p>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.</p>
Maximum Liability:	<p>(i) Where the transaction is a purchase the purchase price, or (ii) Where the transaction is a remortgage the mortgage advance, or (iii) The liability limit requested by the Insured or its advisors or agents (iv) £2,000,000.00 (unless otherwise agreed in writing)</p> <p>whichever is the lesser</p>
Knowledge:	<p>Actual knowledge not imputed by statute.</p>

- 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







TM PROPERTY SERVICE LTD  
SEARCH COMPANY  
200 DELTA BUSINESS PARK  
GREAT WESTERN WAY  
SWINDON  
SN5 7PX

Your Ref: 1958635\_16851\_4092024\_10  
Enquiry for 25 MAPLE DRIVE  
WIDDRINGTON  
MORPETH  
NE61 5PF



**NORTHUMBRIAN  
WATER**

Property Solutions

P O Box 338  
Durham  
DH1 9ZR

DX 717042 DURHAM 15

Tel : 0870 241 7408  
Fax : 0870 241 7409  
email : [propertyolutions@nwl.co.uk](mailto:propertyolutions@nwl.co.uk)  
[www.nwpropertyolutions.co.uk](http://www.nwpropertyolutions.co.uk)

Date: 17/FEB/2008  
Our Ref: 617996/2079335

Dear Sir

I attach the replies to your enquiry for the above property dated 14 February 2008.

ADVICE NOTE					
Date of enquiry : 14 February, 2008.			Your Ref: 1958635_16851_4092024_10		
	Status	Price	VAT Amount	VAT%	Total
Drainage & Water Enquiry - Domestic	Enclosed	34.47	6.03	17.50%	40.50
	Totals £	34.47	6.03		40.50

This is not an invoice, the amount above will be charged to your account.

We thank you for your enquiry and hope that we can be of assistance in the future.

Yours faithfully

*Anne Westmorland*

Anne Westmorland

Northumbrian Water (Property Solutions)



## Drainage & Water Enquiry

### Question 1

Interpretation of Drainage and Water Search.

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

### Question 2

#### Enquiries and Responses

This Drainage and Water Search for 25 MAPLE DRIVE WIDDRINGTON MORPETH NE61 5PF complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to Regulation 8(1) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by:

Anne Westmorland of Northumbrian Water.

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

The report was completed by:

Anne Westmorland of Northumbrian Water.

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

This was requested on 14/FEB/2008 and completed on 17/FEB/2008

The person liable in each of the following events is Northumbrian Water Limited

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

The Drainage and Water Report was prepared following examination of Northumbrian Water Limited Records, and other summary Records derived from the original.

Section 3 of the attached Drainage and Water Enquiry (Domestic) Terms and Conditions details Northumbrian Water's liability.

NWPS has provided this Drainage and Water Report in line with its Terms and Conditions which are available on its web site [www.nwpropertyolutions.co.uk](http://www.nwpropertyolutions.co.uk) .



Northumbrian Water Limited (NWL) offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made to NWPS Team Leader, by telephone on 0870 241 7408, in writing to Northumbrian Water Property Solutions, Head Office, Abbey Road Pity Me Durham DH1 5FJ or by e-mail to [propertysolutions@nwl.co.uk](mailto:propertysolutions@nwl.co.uk).

As a minimum standard Northumbrian Water Property Solutions will -

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

### Question 3

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

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

1. Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
2. The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.
4. Assets other than public sewers may be shown on the copy extract, for information.

### Question 4

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

Records indicate that foul water from the property drains to the public sewerage system.

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



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

### Question 5

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

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

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

### Question 6

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

If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

Records indicate that in relation to sewers and lateral drains serving the development of which the property forms part - an adoption agreement exists and is supported by a Bond. The sewers and lateral drains are not yet vested in the sewerage undertaker and the maintenance period has not yet commenced.

1. This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer
2. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
3. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

### Question 7

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

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

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a



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

### Question 8

Does the public sewer map indicate any public sewer or a sewer subject to an agreement under Section 104 of the Water Industry Act 1991, within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map indicates that there is a sewer, subject to an agreement under Section 104 of the Water Industry Act 1991, within 30.48 metres (100feet) of the building(s) within the property. (See supplied extract from the public sewer map)

1. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
2. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

### Question 9

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

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

### Question 10

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

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

1. The "water mains" in this context are those which are vested in and maintainable by the water company under statute.
2. Assets other than public water mains may be shown on the plan, for information only.
3. Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
4. The enclosed extract of the public water main record shows known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

### Question 11

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

Records confirm that water mains or service pipes serving the property are not the subject



of an existing adoption agreement or an application for such an agreement.

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

#### Question 12

Who are the sewerage and water undertakers for the area?

The sewerage undertaker for the area is Northumbrian Water Limited, PO Box 300 Durham DH1 5WQ and the water undertaker for the area is Northumbrian Water Limited, PO Box 300 Durham DH1 5WQ

#### Question 13

Is the property connected to mains water supply?

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

#### Question 14

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

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

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

#### Question 15

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

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

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

#### Question 16

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

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

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

2. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: Watering the garden, other by hand (this includes the use of sprinklers)



Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

### Question 17

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £35.40 for the charging year 2007/2008.

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

### Question 18

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

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

### Question 19

Who bills the property for sewerage services?

The property is billed for sewerage services by:  
Northumbrian Water Limited, PO Box 300 Durham DH1 5WQ  
0845 733 5566  
www.nwl.co.uk

### Question 20

Who bills the property for water services?

The property is billed for water services by:  
Northumbrian Water Limited, PO Box 300 Durham DH1 5WQ  
0845 733 5566  
www.nwl.co.uk

### Question 21

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

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

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small



diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

2. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
3. "At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.
4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.
5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
6. Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
7. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.

## Question 22

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

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

1. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
2. Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).
3. The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.  
The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.  
For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.
4. Allowable exclusions  
The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply:  
Abnormal demand:  
This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.  
Planned maintenance:  
Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.  
One-off incidents:  
This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Fire fighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.  
Low pressure incidents of short duration:  
Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer





duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

### Question 23

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

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

### 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.

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

### Question 25

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

The nearest sewage treatment works is 1815 metres South Westerly of the property. The name of the sewage treatment works is Ulgham S.T.W., which is the responsibility of Northumbrian Water.

1. The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.

2. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that have not been identified.

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

### 1. Interpretation

In this Schedule-

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

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

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

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

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

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

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

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

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

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

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

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

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

"lateral drain" means-

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

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

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

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

(b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

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

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

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

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

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

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

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

'The Company' means Northumbrian Water who produces the Report.  
'Order' means any request completed by the Customer requesting the Report.  
'Report' means the drainage and/or water report prepared by The Company in respect of the Property.  
'Property' means the address or location supplied by the Customer in the Order.  
'Customer' means the person, company, firm or other legal body placing the Order, either on their own behalf as Client, or, as an agent for a Client.  
'Client' means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property  
'Purchaser' means the actual or potential purchaser of the Property including their mortgage lender.

### Agreement

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

### The Report

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

### Liability

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

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

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

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

### Copyright and Confidentiality

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

### Payment

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

### General

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

*NWL Drainage & Water T & C's Version 1.0 August 2007*



General Notes

Northumbrian Water Property Solutions has provided this report in accordance with the Drainage and Water Enquiry (Domestic) Terms and Conditions.

Signed.

*Anne Westmorland*

For Northumbrian Water Limited (Property Solutions)

Date 17/FEB/2008

Ref 617996/2079335



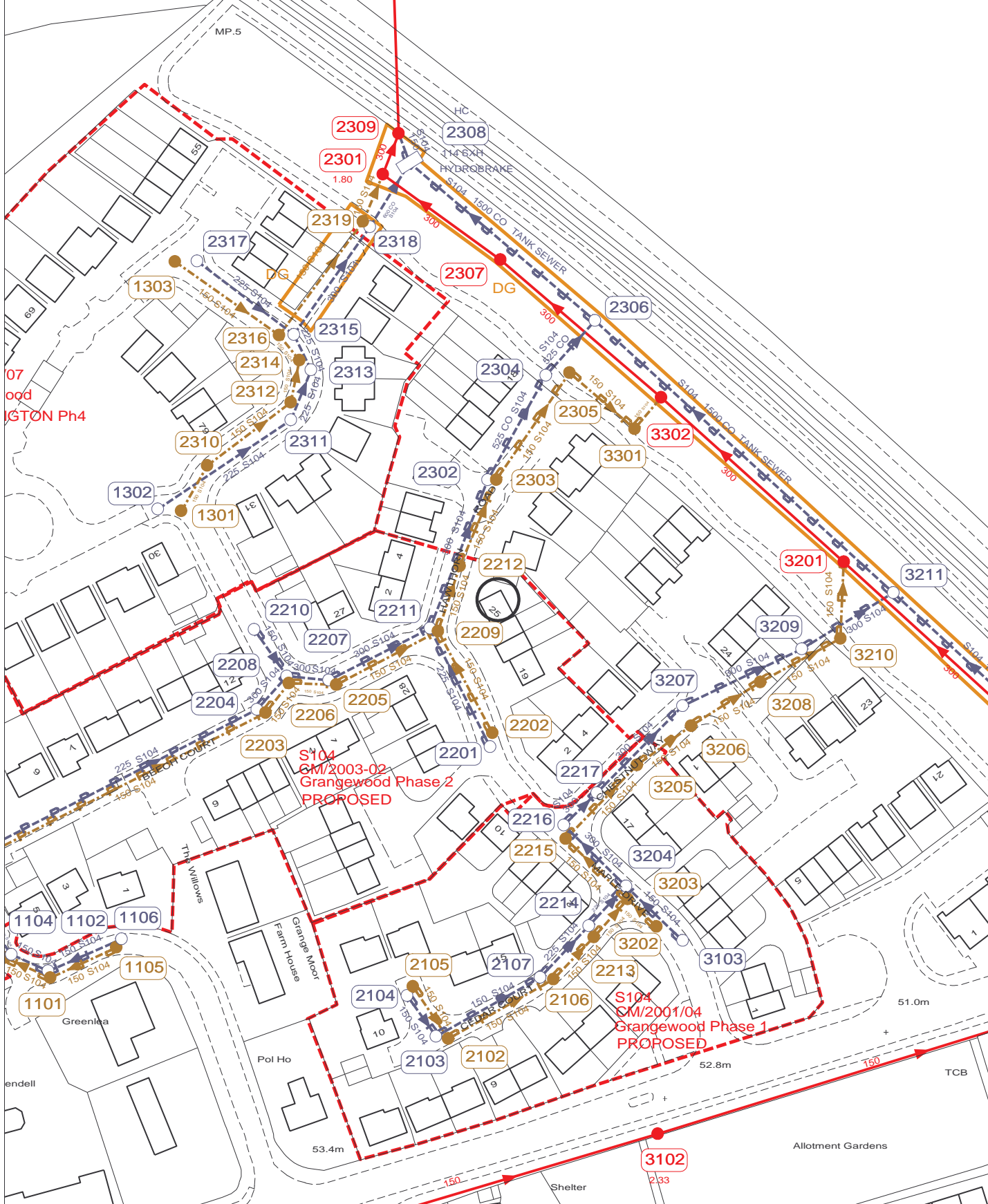
Reference No: 1958635\_16851\_4

	Distribution Main		Private Main
	Raw Water Main		Out of Commission Main
	Trunk Main		Abandoned Asbestos Main
	Proposed Main		Abandoned Main

Author : BLAKE Date : 14-02-2008  
 Title : WATER - '2079335' Sheet: N22494SW  
 Centre Point : 424275,594281 Scale : 1:1250

The material contained on this plot has been reproduced from an Ordnance Survey map with permission of the controller of H.M.S.O. Crown Copyright Reserved. Licence No. WU29506  
 The information shown on this plan should be regarded as approximate and is intended for guidance only. No Liability of any kind whatsoever is accepted by Northumbrian Water, its servants or agents for any omission. The actual position of any water mains or sewers shown on the plan must be established by taking trial holes in all cases, in the case of water mains Northumbrian Water must be given two working days notice of their intention to excavate trial holes. Private connections are not shown but their presence should be anticipated.  
**WARNING** - Where indicated on the plan there could be abandoned asbestos cement materials or shards of pipe. If excavating in the vicinity of these abandoned asbestos cement materials, the appropriate Health & Safety precautions should be taken. Northumbrian Water accepts no liability in respect of claims, costs, losses or other liabilities which arise as the result of the presence of the pipes or any failure to take adequate precautions.  
 Emergency Telephone Number: 0845 717 1100





	Combined		Private		Abandoned		Manhole	Reference No: 1958635_16851_4
	Foul		Highway Drain		Pumping Stn		Adoption Agreement	
	Surface Water		Rising Main					
	Watercourse		Backdrop					

Author : BLAKE	Date : 14-02-2008	<p>The material contained on this plot has been reproduced from an Ordnance Survey map with permission of the controller of H.M.S.O. Crown Copyright Reserved. Licence No. WU298506          The information shown on this plan should be regarded as approximate and is intended for guidance only. No Liability of any kind whatsoever is accepted by Northumbrian Water, its servants or agents for any omission. The actual position of any water mains or sewers shown on the plan must be established by taking trial holes in all cases. In the case of water mains Northumbrian Water must be given two working days notice of their intention to excavate trial holes. Private connections are not shown but their presence should be anticipated.  <b>WARNING</b> - Where indicated on the plan there could be abandoned asbestos cement materials or shards of pipe. If excavating in the vicinity of these abandoned asbestos cement materials, the appropriate Health &amp; Safety precautions should be taken. Northumbrian Water accepts no liability in respect of claims, costs, losses or other liabilities which arise as the result of the presence of the pipes or any failure to take adequate precautions.          Emergency Telephone Number: 0845 717 1100</p>
Title : SEWERAGE - '2079335'	Sheet: N22494SW	
Centre Point : 424275,594281	Scale : 1:1250	



## Home contents form for

25, Maple Drive, Widdrington, Morpeth, NE61 5PF

### Home essentials

	Comments		Comments
1. Central-heating systems		2. Radiators; Other wall heaters	
3. Night-storage heaters		4. Boilers; Immersion heaters	
5. Windows and window fitments		6. Double glazing	
7. Electrical installation, including cables and sockets		8. Light switches; Other light fittings	
9. Laminate flooring; Parquet flooring; Floor tiles		10. Fires; Fireplaces	
11. Extractor fans and hoods		12. Fitted kitchen cupboards; Kitchen sinks; Other fitted kitchen accessories	
13. Baths; Bathroom sinks; Showers; Toilets; Taps; Plugs; Other items		14. Fitted bathroom cupboards	
15. Fitted towel rails; Soap, toothbrush and toilet roll holders		16. Fitted shelves	
17. Fitted wardrobes; Dressing tables; Cupboards		18. Wall tiles	
19. Door and cupboard handles and knobs		20. Fitted hooks and holders	
21. Inside and outside doors and gates (not including baby and toddler gates)		22. Greenhouses	
23. Fuel stores		24. Water butts	
25. Outside lights		26. Other (please give details):	

### Home furnishings

	Included in the sale	To be taken with the seller	To be negotiated
27. Carpets	[ ]	[ ]	[ ]
28. Rugs	[ ]	[ ]	[ ]



29. Curtains/net curtains/pelmets/blinds	[ ]	[ ]	[ ]
30. Curtain rails	[ ]	[ ]	[ ]
31. Sofas	[ ]	[ ]	[ ]
32. Ceiling lampshades	[ ]	[ ]	[ ]
33. Beds including headboards	[ ]	[ ]	[ ]
34. Moveable wardrobes	[ ]	[ ]	[ ]
35. Moveable cupboards	[ ]	[ ]	[ ]
36. Moveable dressing tables including any mirrors and chairs	[ ]	[ ]	[ ]
37. Moveable cabinets/bookcases	[ ]	[ ]	[ ]
38. Dining tables and chairs	[ ]	[ ]	[ ]
39. Other desks/tables/chairs	[ ]	[ ]	[ ]
40. Moveable kitchen accessories	[ ]	[ ]	[ ]
41. Bathroom cabinets, mirrors/shower curtains/rails	[ ]	[ ]	[ ]
42. Other mirrors	[ ]	[ ]	[ ]
43. Moveable bathroom and toilet fittings and accessories	[ ]	[ ]	[ ]
44. Other (please give details)			

### Home appliances

	Included in the sale	To be taken with the seller	To be negotiated
45. Ovens and grills	[ ]	[ ]	[ ]
46. Cookers/other cooking hobs	[ ]	[ ]	[ ]
47. Microwave ovens	[ ]	[ ]	[ ]
48. Fridges	[ ]	[ ]	[ ]
49. Freezers	[ ]	[ ]	[ ]
50. Dishwashers	[ ]	[ ]	[ ]
51. Washing machines	[ ]	[ ]	[ ]
52. Tumble dryers	[ ]	[ ]	[ ]
53. Telephone receivers and cables	[ ]	[ ]	[ ]
54. Aerials/satellite dishes	[ ]	[ ]	[ ]

55. Other (please give details)	
---------------------------------	--

### Outside the home

	Included in the sale	To be taken with the seller	To be negotiated
56. Dustbins	[ ]	[ ]	[ ]
57. Clothes lines/other clothes dryers	[ ]	[ ]	[ ]
58. Shed and contents	[ ]	[ ]	[ ]
59. Garden trees/shrubs/plants	[ ]	[ ]	[ ]
60. Garden furniture/ornaments	[ ]	[ ]	[ ]
61. Water butts	[ ]	[ ]	[ ]
62. Other (please give details):			

# Home Use Report Form

25, Maple Drive, Widdrington, Morpeth, NE61 5PF

## Part 1 – About this form and seller's check

Seller's check of this form

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

## Part 2 – All properties

About the property being sold ("the property")	
1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette), or <input type="checkbox"/> 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, or <input type="checkbox"/> Conversion of commercial premises
3. Does the owner have access to any parts of the building or surrounding land along with other residents ("common parts")? Examples could include a private road, recreation area or car park:	<input type="checkbox"/> Yes <input type="checkbox"/> No, or <input type="checkbox"/> Don't know If "Yes", please give details:
4. If the answer to question 3 is "Yes", are there any conditions attached or costs incurred for exercising access rights?	<input type="checkbox"/> Yes <input type="checkbox"/> No, or <input type="checkbox"/> Don't know If "Yes", please give details:
5. Will the new owner have to pay a contribution to the costs of maintaining any common parts?	<input type="checkbox"/> Yes <input type="checkbox"/> There are no common parts for the property <input type="checkbox"/> No, or <input type="checkbox"/> Don't know If "Yes", please give details:
6. If you answered "yes" to question 5, who else contributes to the cost of maintaining any common parts?	<input type="checkbox"/> The person(s) listed below: <input type="checkbox"/> No-one else contributes, or <input type="checkbox"/> Don't know

<p>7. Do any buildings or surrounding land form part of the property (such as a garage or garden) for the owners' use only?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "No", please give details:</p>
<p>8. Which services are connected to the property?</p>	<p><input type="checkbox"/> Mains Water  <input type="checkbox"/> Telephone  <input type="checkbox"/> Private water supply  <input type="checkbox"/> Drainage  <input type="checkbox"/> Electricity  <input type="checkbox"/> Septic tank/cesspool  <input type="checkbox"/> Gas  <input type="checkbox"/> Broadband/digital</p>
<p>9. Indicate the banding the property is in for council tax purposes:  Note: The current council tax band may increase following a sale of the property if it has undergone improvements, such as an extension, since it was last assessed by the Valuation Office Agency (VOA). The current council tax bands for all domestic properties in England and Wales, together with further information, are available on the VOA's website at <a href="http://www.voa.gov.uk">www.voa.gov.uk</a>.</p>	<p><input type="checkbox"/> Band A  <input type="checkbox"/> Band B  <input type="checkbox"/> Band C  <input type="checkbox"/> Band D  <input type="checkbox"/> Band E  <input type="checkbox"/> Band F  <input type="checkbox"/> Band G, or  <input type="checkbox"/> Band H</p>
<p><b>Boundaries</b></p>	
<p>10. Facing the front of the property, who is responsible for maintaining fences, walls, hedges or anything else marking boundaries:</p>	<p><input type="checkbox"/> On the right?  <input type="checkbox"/> On the left?  <input type="checkbox"/> At the back?  <input type="checkbox"/> Other</p>
<p>11. Has the seller had a dispute or are they aware of a dispute with anyone over boundaries or boundary markings?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p><b>Access over and to the property</b></p>	
<p>12. Does the property have free running of services across adjacent land and does it have access to adjacent land for maintaining the services?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>

<p>13. Do any neighbouring homes, buildings or land have a right of access through the property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>14. As far as the current owner is aware, has there been a dispute with anyone over access relating to the property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>Changes to the property</p>	
<p>15. While the current owner has owned the property, have there been any building works to the property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>16. If you answered "Yes" in question 15, was any planning permission, building control approval or listed building consent obtained for the works?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> Needed but not obtained  <input type="checkbox"/> No, but work covered by approved person scheme  <input type="checkbox"/> No, not needed, or  <input type="checkbox"/> Don't know  If "Yes" or "No, but work covered by approved person scheme" please give details:</p>
<p>17. If you answered "Yes" in question 15, was any permission needed for the works from a commonhold association, landlord, other manager/company whose consents are required?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> Needed but not obtained  <input type="checkbox"/> No, not needed, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>18. While the current owner has owned the property, have they needed to get any permission from a commonhold association, landlord, or other manager to make other changes to the property or to decorate it?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> Needed but not obtained  <input type="checkbox"/> No, not needed  <input type="checkbox"/> No changes made, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>

<p>19. Has planning permission, building control approval or listed building consent been obtained for any future works to the property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>20. If the property has not yet been completed or converted, have all necessary planning permissions, building control approvals or listed building been obtained?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> Application made  <input type="checkbox"/> Needed but not obtained, or  <input type="checkbox"/> Not applicable  If "Yes", please give details:</p>
<p>Use and occupation of the property</p>	
<p>21. Would a relative, partner (including a former partner) or other person have a legal claim to any rights to the property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>22. Is the seller aware of any complaints that have been made about the use of the property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>23. Is the seller aware of any complaints made about neighbours' use of their properties?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know  If "Yes", please give details:</p>
<p>Insurance policies, warranties and guarantees</p>	
<p>24. Please give the name of any insurer who covers the property against damage and against injury or death caused by or within the property:</p>	<p>The name of the insurer is:  <input type="checkbox"/> Or, No such insurance currently exists for the property</p>
<p>25. If this is the first sale of a new home and you are not including a Home Condition Report, please include a copy an uncommenced new build warranty with a cover note:</p>	<p><input type="checkbox"/> Included</p>
<p>26. If there is a warranty of the type mentioned in question 25 and the cover has already started, you should still include it or any other type of new build warranty:</p>	<p><input type="checkbox"/> Included</p>

<p>27. Please provide copies of any warranties or guarantees for building work, treatment or installations done to the property if these can be transferred to the new owner:</p>	<p><input type="checkbox"/> Included</p> <p><input type="checkbox"/> Not available</p> <p><input type="checkbox"/> None existing, or</p> <p><input type="checkbox"/> Don't know</p>
---	---

### Part 3 – Commonhold properties

The commonhold community statement ("CCS")	
<p>28. Please include a copy of the CCS registered with Land Registry. If no CCS has yet been registered, include the proposed CCS:</p>	<p><input type="checkbox"/> Included</p>
<p>29. Please include a copy of any amendments proposed to the CCS which have not yet been registered with Land Registry:</p>	<p><input type="checkbox"/> Included</p> <p><input type="checkbox"/> None proposed, or</p> <p><input type="checkbox"/> Don't know of any</p>
<p>30. Are there any proposals to enlarge or reduce the size of the commonhold?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know, or</p> <p><input type="checkbox"/> First sale of the commonhold</p> <p>If "Yes", please give details:</p>
Relationship with the commonhold association	
<p>31. Please include copies of any extra rules or regulations about the use of the commonhold made or that will be made by the commonhold association or its agent or manager (which apply as well as those in the commonhold community statement):</p>	<p><input type="checkbox"/> Included, or</p> <p><input type="checkbox"/> There are no extra rules or regulations made so far</p>
<p>32. Please include a copy of any separate amendments proposed to the rules or regulations referred to in question 31:</p>	<p><input type="checkbox"/> Included, or</p> <p><input type="checkbox"/> Don't know of any proposed</p>
<p>33. Name and registered address of the commonhold association:</p>	
<p>34. When did the seller or unit-holder last hear from the commonhold association?</p>	<p><input type="checkbox"/> Date:</p> <p><input type="checkbox"/> There has been no contact with the association</p> <p><input type="checkbox"/> Don't know, or</p> <p><input type="checkbox"/> First sale of the commonhold</p>
<p>35. Has the commonhold association employed an agent to manage the property or will it do so?</p>	<p><input type="checkbox"/> Yes, and Name and current address:</p> <p><input type="checkbox"/> No, or</p> <p><input type="checkbox"/> Don't know</p>

<p>36. If you answered "Yes" in question 35, when did the seller or unit-holder last hear from the agent?</p>	<p><input type="checkbox"/> Date:</p> <p><input type="checkbox"/> There has been no contact with the agent</p> <p><input type="checkbox"/> Don't know, or</p> <p><input type="checkbox"/> First sale of the commonhold</p>
<p>37. Is there any other manager of the commonhold or will there be?</p>	<p><input type="checkbox"/> Yes and Name and current address:</p> <p><input type="checkbox"/> No, or</p> <p><input type="checkbox"/> Don't know</p>
<p>38. If you answered "Yes" in question 37, when did the seller or unit-holder last hear from the manager?</p>	<p><input type="checkbox"/> Date:</p> <p>Or</p> <p><input type="checkbox"/> There has been no contact with the manager</p> <p><input type="checkbox"/> Don't know, or</p> <p><input type="checkbox"/> First sale of the commonhold</p>
<p>39. Please include the commonhold association's memorandum and articles of association registered with Land Registry. If none have yet been registered, include the proposed versions of these documents:</p>	<p><input type="checkbox"/> Included</p>
<p>40. Please include a copy of any amendments proposed to the memorandum and articles of association which have not yet been registered with Land Registry:</p>	<p><input type="checkbox"/> Included</p> <p><input type="checkbox"/> None proposed, or</p> <p><input type="checkbox"/> Don't know of any</p>
<p>41. Is the commonhold association a member of an ombudsman scheme?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know</p> <p><input type="checkbox"/> If "Yes", please give details:</p>
<p><b>Commonhold assessment and reserve fund levy</b></p>	
<p>42. Is there any commonhold assessment due for the property which has not been paid?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> None due, or</p> <p><input type="checkbox"/> Don't know</p> <p>If "Yes", please state how much:</p>
<p>43. Please include the most recent request for payment of commonhold assessment for the past 12 months:</p>	<p><input type="checkbox"/> Included</p> <p><input type="checkbox"/> No request made, or</p> <p><input type="checkbox"/> No payments have been made</p>



<p>44. Is there any reserve fund levy due for the property which has not been paid?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> None due  <input type="checkbox"/> Don't know</p> <p>If "Yes", please state how much:</p>
<p>45. Please include the most recent request for payment of reserve fund levy for the past 12 months:</p>	<p><input type="checkbox"/> Included  <input type="checkbox"/> No request made, or  <input type="checkbox"/> No payments have been made</p>
<p>46. While the current owner has owned the property, have there been any disputes over commonhold assessment or reserve fund levy?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No  <input type="checkbox"/> Don't know, or  <input type="checkbox"/> First sale of the commonhold</p> <p>If "Yes", please give details:</p>
<p>47. At the end of the financial year are there expected to be any additional expenses due for works to the unit or the common parts which will not be covered by commonhold assessment or reserve fund levy?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No  <input type="checkbox"/> Don't know, or  <input type="checkbox"/> First sale of the commonhold</p> <p>If "Yes", please give details:</p>
<p>48. If this is the first sale of the commonhold, please provide a total estimate of any commonhold assessment and reserve fund levy payable during the first 12 months of a new unit-holder's ownership:</p>	<p>The total is likely to be £</p>
<p>49. Has there been a reserve study and if so, what was its outcome?</p>	<p><input type="checkbox"/> Yes and  Date and outcome:  <input type="checkbox"/> No  <input type="checkbox"/> Don't know, or  <input type="checkbox"/> First sale of the commonhold</p>
<p>Maintenance of the property</p>	
<p>50. Are there any works affecting the unit or common parts being undertaken or are there any proposed?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't know</p> <p>If "Yes", please give details:</p>

51. When was the outside of the building last maintained?	<input type="checkbox"/> Year: <input type="checkbox"/> It has not been maintained during the leaseholder's ownership, or <input type="checkbox"/> Don't know
52. When were the common parts last decorated?	<input type="checkbox"/> Year: <input type="checkbox"/> They have not been decorated during the unitholder's ownership or <input type="checkbox"/> Don't know
53. Is there or will there be a unit-holders' or residents' association of any kind?	<input type="checkbox"/> Yes <input type="checkbox"/> No, or <input type="checkbox"/> Don't know  If "Yes", please give details:
<b>Insurance for the property</b>	
54. Who is or will be responsible for insuring the unit	<input type="checkbox"/> Commonhold association <input type="checkbox"/> Unit-holder, or <input type="checkbox"/> Don't know
55. Please include copies of any request for contributions for insuring the common parts for the past 12 months:	<input type="checkbox"/> Included <input type="checkbox"/> Payment included in commonhold assessment or reserve fund levy <input type="checkbox"/> No request made, or <input type="checkbox"/> No contribution required so far

#### Part 4 – Leasehold properties

<b>The lease</b>	
56. Please include a copy of the lease of the property or the proposed lease:	<input type="checkbox"/> Included
57. Is the seller aware of any negotiations under way to extend the length of the lease?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know, or <input type="checkbox"/> First sale of the lease  If "Yes", please give details:

<p>58. Are there any proposals by or affecting the seller or leaseholder to exercise any right to buy a freehold of the property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No  <input type="checkbox"/> Don't know, or  <input type="checkbox"/> First sale of the lease</p> <p>If "Yes", please give details:</p>
<p>59. Is the lease held on a shared equity basis? If so, what percentage has been purchased (and is for sale)?</p>	<p><input type="checkbox"/> Yes and % has already been bought from the landlord and is now being offered for sale and % is the maximum additional equity share that can be bought from the Landlord in the future</p> <p><b>or</b></p> <p><input type="checkbox"/> No  <input type="checkbox"/> Don't know  <input type="checkbox"/> First sale of the lease or  <input type="checkbox"/> Not applicable</p>
<p>60. Is a share of the freehold interest of the building containing the property also included in the sale? If yes, will it be owned jointly with others in addition to the buyer of this property?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, or  <input type="checkbox"/> Don't Know</p> <p>If "Yes", please give details:</p>
<p>61. Have the leaseholder's rights or obligations been altered other than through changes to the lease (for example by a custom or common practice)?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No  <input type="checkbox"/> Don't know, or  <input type="checkbox"/> First sale of the lease</p> <p>If "Yes", please give details:</p>
<p>62. Please include a copy of any separate amendments to the lease and any amendments that are currently being negotiated:</p>	<p><input type="checkbox"/> Included, or  <input type="checkbox"/> None made or proposed</p>
<p>63. Please include copies of any leases above the lease being sold:</p>	<p><input type="checkbox"/> Included  <input type="checkbox"/> Unavailable, or  <input type="checkbox"/> Not applicable</p>
<p>Relationship with the landlord</p>	
<p>64. Is the landlord's consent needed for the sale of the lease?</p>	<p><input type="checkbox"/> Yes  <input type="checkbox"/> No, none needed, or  <input type="checkbox"/> Don't know</p> <p>If "Yes", please provide details of the landlord's requirement for giving consent (if known):</p>

65. Please include copies of all the rules and regulations which affect the use and enjoyment of the property:	<input type="checkbox"/> Included, or <input type="checkbox"/> There are no extra rules or regulations made so far
66. Please include a copy of any separate amendments proposed to the rules or regulations referred to in question 65:	<input type="checkbox"/> Yes and <input type="checkbox"/> Included, or <input type="checkbox"/> Don't know of any proposed
67. Name and current address of the landlord:	
68. When did the seller or leaseholder last hear from the landlord?	<input type="checkbox"/> Date <input type="checkbox"/> There has been no contact with the landlord <input type="checkbox"/> Don't know, or <input type="checkbox"/> First sale of the lease
69. Has the landlord employed an agent to manage the property or will he or she do so?	<input type="checkbox"/> Yes and Name and current address:  or <input type="checkbox"/> No, or <input type="checkbox"/> Don't know
70. If you answered "Yes" in question 69, when did the seller or leaseholder last hear from the agent?	<input type="checkbox"/> Date <input type="checkbox"/> There has been no contact with the agent <input type="checkbox"/> Don't know, or <input type="checkbox"/> First sale of the lease
71. Is there any other manager of the building (such as a right to manage company, resident management company or a tenants management organisation)?	<input type="checkbox"/> Yes and Name and current address:  or <input type="checkbox"/> No, or <input type="checkbox"/> Don't know
72. If you answered "Yes" in question 71, when did the seller or leaseholder last hear from the manager?	<input type="checkbox"/> Date: <input type="checkbox"/> There has been no contact with the manager <input type="checkbox"/> Don't know, or <input type="checkbox"/> First sale of the lease
73. If you answered "Yes" in question 72, must leaseholders become members of any management company for the building?	<input type="checkbox"/> Yes and memorandum and articles of association included <input type="checkbox"/> Membership optional <input type="checkbox"/> Membership neither required nor optional, or <input type="checkbox"/> There is not or will not be a management company

<p>74. Is the landlord, agent or manager a member of a professional association?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, or</p> <p><input type="checkbox"/> Don't Know</p> <p>If "Yes", please give details:</p>
<p>Rent, service charges and reserve fund payments</p>	
<p>75. Is there any ground rent due for the property which has not been paid?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, or</p> <p><input type="checkbox"/> None due, or</p> <p><input type="checkbox"/> Don't know</p> <p>If "Yes", please state how much:</p>
<p>76. Please include the most recent request for payment of ground rent for the past 12 months:</p>	<p><input type="checkbox"/> Included</p> <p><input type="checkbox"/> No request made, or</p> <p><input type="checkbox"/> No payments have been made</p>
<p>77. Must the current leaseholder pay a service charge? A service charge is a payment in addition to ground rent which is payable, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management. The amount typically varies according the costs involved:</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, or</p> <p><input type="checkbox"/> Don't know</p> <p>If "Yes", please state how much:</p>
<p>78. If you answered "Yes" in question 77, please include the most recent request for payment of service charge for the past 12 months:</p>	<p><input type="checkbox"/> Included</p> <p><input type="checkbox"/> No request made</p> <p><input type="checkbox"/> Unavailable</p> <p><input type="checkbox"/> No payments have been made, or</p> <p><input type="checkbox"/> First sale of the lease</p>
<p>79. Are there any service charge payments due for the property which have not been paid?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> None due</p> <p><input type="checkbox"/> Don't know, or</p> <p><input type="checkbox"/> First sale of the lease</p> <p>If "Yes", please state how much:</p>
<p>80. Have there been any disputes over service charge payments for the property during the leaseholder's ownership?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Don't know, or</p> <p><input type="checkbox"/> First sale of the lease</p> <p>If "Yes", please give details:</p>

81. Please include any written summaries or statements of service charge costs supplied by the landlord for the past 36 months:	<input type="checkbox"/> Included <input type="checkbox"/> None received, or <input type="checkbox"/> First sale of the lease
82. Is there or will there be a reserve fund included within the property?	<input type="checkbox"/> Yes <input type="checkbox"/> No, or <input type="checkbox"/> Don't know If "Yes", please give details:
83. At the end of the financial year, are there expected to be any additional service charges payable for works to the property or the common parts or payment made from any reserve fund?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know, or <input type="checkbox"/> First sale of the lease If "Yes", please give details:
84. If this is the first sale of the lease, please provide a total estimate of any ground rent, service charges and reserve fund payments payable during the first 12 months of a new leaseholder's ownership:	The total is likely to be £
<b>Maintenance of the property</b>	
85. Are there any works affecting the unit or common parts being undertaken or are there any proposed?	<input type="checkbox"/> Yes <input type="checkbox"/> No, or <input type="checkbox"/> Don't know If "Yes", please give details:
86. Are there any other large scale redecoration or works planned to the property or building?	<input type="checkbox"/> Yes <input type="checkbox"/> No, or <input type="checkbox"/> Don't know If "Yes", please give details:
87. When was the outside of the property or building last maintained?	<input type="checkbox"/> Year: <input type="checkbox"/> It has not been maintained during the leaseholder's ownership or <input type="checkbox"/> Don't know
88. If there are any common parts used with the property, when were these last decorated?	<input type="checkbox"/> Year: <input type="checkbox"/> They have not been decorated during the leaseholder's ownership <input type="checkbox"/> Don't know, or <input type="checkbox"/> There are no common parts

<p>89. Is there or will there be a leaseholders' or residents' association of any kind?</p>	<p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No, or</p> <p><input type="checkbox"/> Don't know</p> <p>If "Yes", please give details:</p>
<p>Insurance for the property</p>	
<p>90. Who is or will be responsible for insuring the property or the building against damage to it or injury caused by it?</p>	<p><input type="checkbox"/> Landlord</p> <p><input type="checkbox"/> Leaseholder</p> <p><input type="checkbox"/> Other (please specify): or</p> <p><input type="checkbox"/> Don't know</p>
<p>91. If the leaseholder should contribute to the cost of such insurance, please include copies of the request for payment made for the past 12 months:</p>	<p><input type="checkbox"/> Included</p> <p><input type="checkbox"/> Payment included in service charge</p> <p><input type="checkbox"/> No request made, or</p> <p><input type="checkbox"/> No contribution required so far</p>

# Consumer Information

## Registered Firms under the HIP code

### Important Protection

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

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

### The Code's main commitments

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

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

### Keeping to the HIP Code

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

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

### IPCAS Contact Details:

Telephone: 020 7520 3800

E-mail: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

You can also get more information about the PCCB and IPCAS from the PCCB website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

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

**HIP HIP hooray.com Limited is registered with the Property Codes Compliance Board as a subscriber to the HIP Code.**