

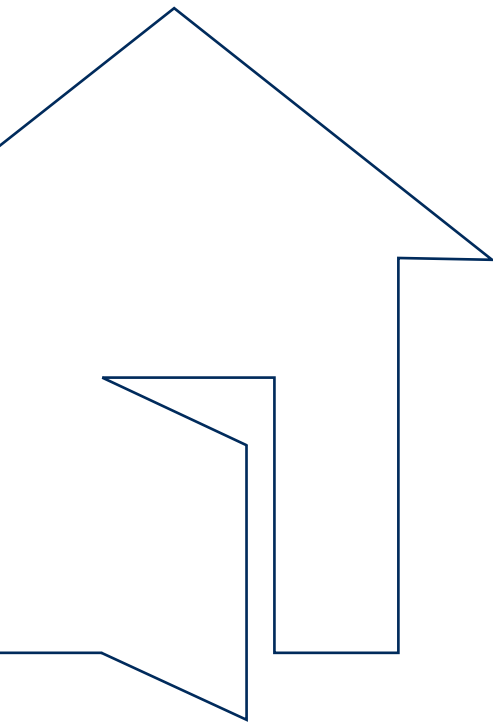
**Ferndale
Silver Street
Barrow-upon-Humber
DN19 7DN**



28 Oswald Road
Scunthorpe
DN15 7PT
Tel: 01724 282868
Fax: 01724 282419
www.paul-fox.com

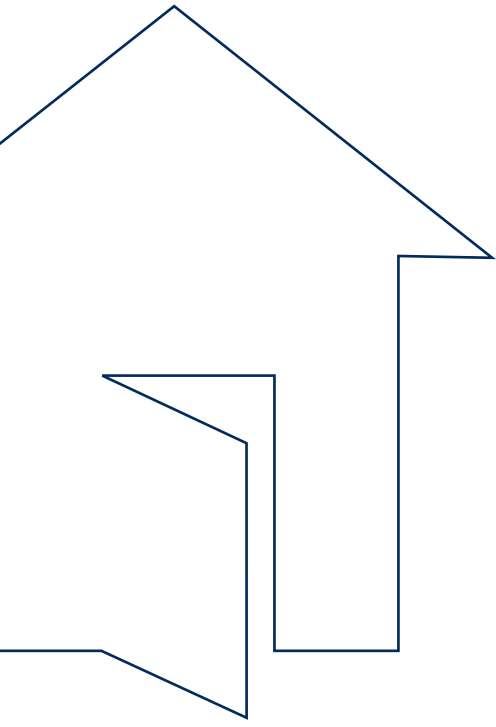
21 Market Place
Brigg
DN20 8LD
Tel: 01652 651777
Fax: 01652 651333

1 King Street
Barton-upon-Humber
DN15 5ER
Tel: 01652 635000
Fax: 01652 634000



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Predicted Energy Assessment/
Sustainability Certificate
(New Homes Only)
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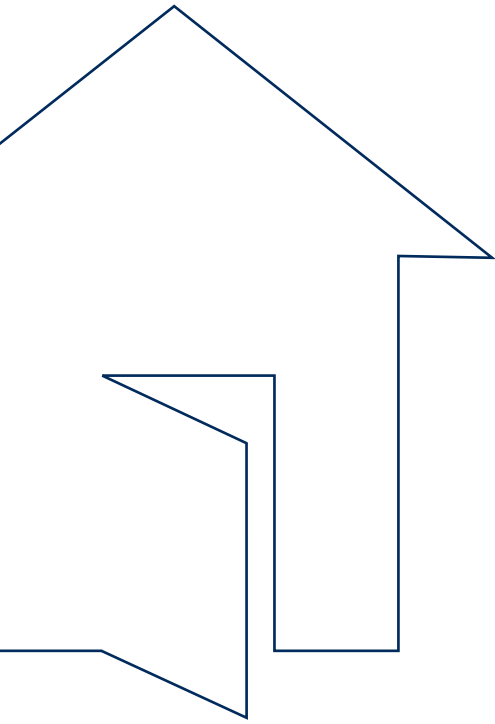
Ferndale
Silver Street
Barrow-upon-Humber
DN19 7DN

Required Documents

Home Information Pack document	Date of document	(Inc.) - Included (N/I) - Not Included (N/A) – Not Applicable	Further information/details of steps being taken to obtain documents not included
Index	06/07/2009 Revised 22/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Property Information Questionnaire	05/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Energy Performance Certificate/Predicted Energy Assessment	01/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Sustainability Certificate		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
Sale Statement	03/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Title & Lease Information (as applicable)			
Land Registry individual Register	01/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Land Registry title plan	01/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Official search of Land Registry index map		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
Deduction of title documents		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
The lease or proposed lease if a new property		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
Search Reports			
Local land charges & local enquiries	20/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Optional/ additional local enquiries		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
Water and drainage enquiries	03/07/2009	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	

Authorised Documents

Home Information Pack document	Date of document	Further Information
Please list any authorised documents that have been included relevant to this property below:		
1. Details of pack provider	Undated	
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		



home information pack

Property Information Questionnaire

Property Information Questionnaire

PART 1 - ALL PROPERTIES

a. The postal address of the property	FERNDALE SILVER STREET BARROW UPON HUMBER, N. Lincs DN19 7DN
b. The name of the seller(s)	JOHN SIDNEY BILLINGHURST & MICHAEL KEITH FOSTER
c. The date the PIQ was completed:	5.7.2009
1. When was the property purchased?	[JULY] month [2005] year
2. Is your property a listed building or contained in a listed building?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know
3. What council tax band is the property in? <small>[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]</small>	<input type="checkbox"/> A <input type="checkbox"/> B <input type="checkbox"/> C <input checked="" type="checkbox"/> D <input type="checkbox"/> E <input type="checkbox"/> F <input type="checkbox"/> G <input type="checkbox"/> H
4. What parking arrangements exist at your property?	<input checked="" type="checkbox"/> Garage <input type="checkbox"/> Allocated parking space <input checked="" type="checkbox"/> Driveway <input type="checkbox"/> On street <input type="checkbox"/> Resident permit <input type="checkbox"/> Metered parking <input type="checkbox"/> Shared parking <input type="checkbox"/> Other (please specify):

Other issues affecting the property

5. Has there been any damage to your property as a result of storm or fire since you have owned it? 5a. If "yes", please give details.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim? 6a. If "yes", please state whether any of these claims are outstanding.	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know
7. Are you aware of any flooding at your property since you have owned it? 7a. If "yes", please give details.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DURING FLOODS 2007 BOTTOM HALF OF GARDEN AFFECTED BELIEVED DUE TO BLOCKAGE IN VILLAGE DRAINAGE SINCE WE UNDERSTAND DEALT WITH BY COUNCIL
8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/homeandleisure/floods/31656.aspx)? 8a. If "yes", please give details. 8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know SHOWS LOW RISK FOR THIS PROPERTY - BE PREPARED INDICATES YESTERDAY SEARCH SHOWED LOW RISK - IT APPEARS RISKS FOR ALL AREAS HAVE NOW BEEN AMENDED. MAP INDICATES PROPERTY CLEAR. EXTENT OF EXTREME FLOODS 2007 WAS OF COURSE UNIQUE
9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property? 9a. If "yes", please give details of any guarantees relating to work and who holds the guarantees.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know

Utilities and Services

10. Is there central heating in your property? Yes No Don't know

10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).

GAS - INSTALLED DECEMBER 2005

11. When was your central heating or other primary heating system last serviced?

* NB ANNUAL SERVICE DUE 7/7/09

Serviced available * [year] a report is/is not available
 Not serviced HOME CARE 200 SERVICE AGREEMENT - PAYABLE MONTHLY
 Don't know RUNS TO DECEMBER 2009

12. When was the electrical wiring in your property last checked?

Serviced available
 Not serviced
 Don't know [year] a report is/is not available
~~HOME CARE 200 SERVICE AGREEMENT - PAYABLE MONTHLY RUNS TO DEC 2009~~

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

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

Changes to the property

14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?

Yes No Don't know

14a. If "yes", please give details of the nature of the work

14b. Was building regulation approval obtained?

Yes No Don't know

14c. Was planning permission obtained?

Yes No Don't know

14d. Was listed building consent obtained?

Yes No Don't know

If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").

15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?

Yes No Don't know

15a. If "yes", please give details of changes and guarantees, if held.

SOME SAVED DOUBLE GLAZED WINDOWS REPLACED IN CONSERVATORY LAST YEAR

Access

16. Do you have right of access through any neighbouring homes, buildings or land?

Yes No Don't know

16a. If "yes", please give details.

17. Does any other person have a right of access through your property?

Yes No Don't know

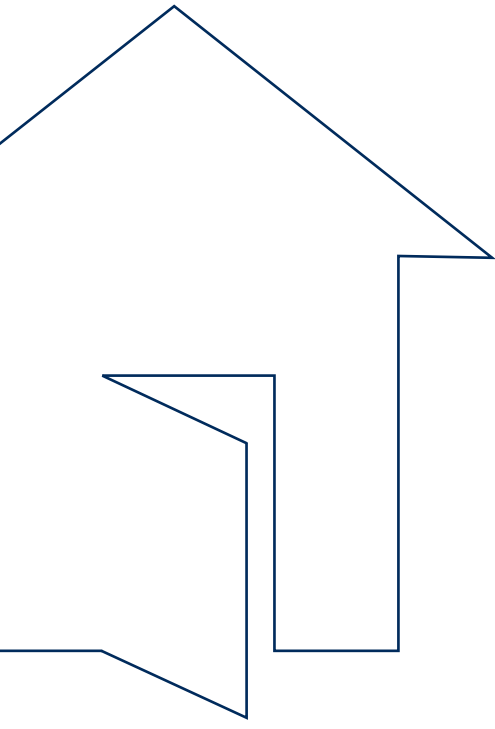
17a. If "yes", please give details.

Leasehold properties

18. Is your property a leasehold property?

Yes No

If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.



home information pack

Energy Performance Certificate / Predicted Energy Assessment / Sustainability Certificate (New Homes Only)

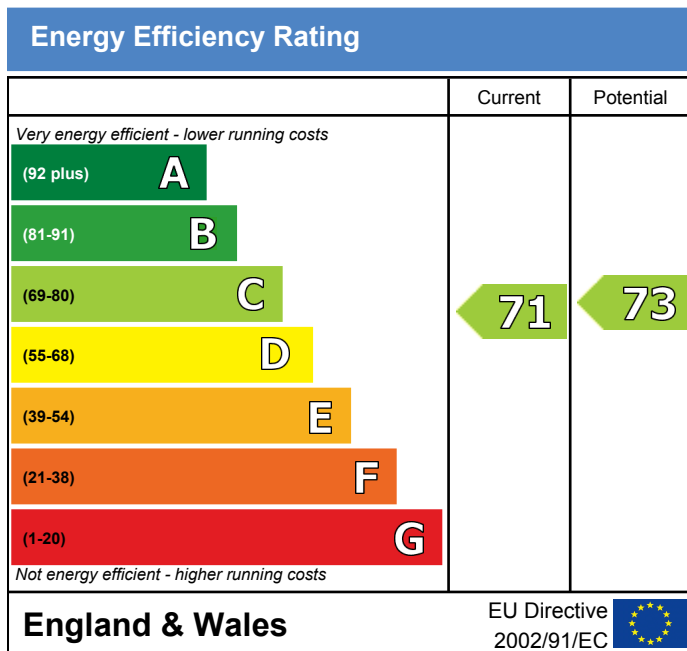
Energy Performance Certificate



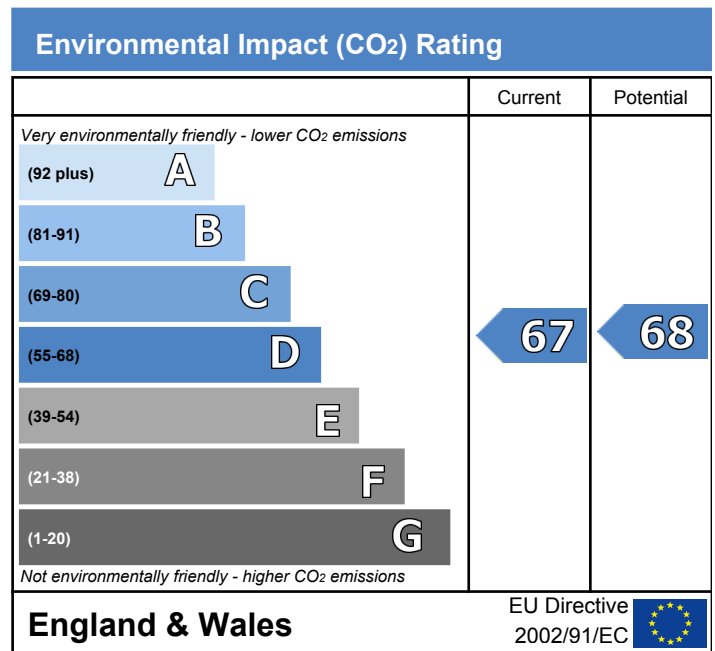
Ferndale,
Silver Street,
BARROW-UPON-HUMBER,
DN19 7DN

Dwelling type: Detached bungalow
Date of assessment: 01 July 2009
Date of certificate: 01 July 2009
Reference number: 0561-2849-6134-0201-3361
Total floor area: 97 m²

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



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



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

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

	Current	Potential
Energy use	214 kWh/m ² per year	208 kWh/m ² per year
Carbon dioxide emissions	3.5 tonnes per year	3.4 tonnes per year
Lighting	£80 per year	£46 per year
Heating	£467 per year	£473 per year
Hot water	£95 per year	£95 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.



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

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

Certification mark

About this document

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

Assessor's accreditation number: EES/004449
Assessor's name: Mr. Ryan Fox
Company name/trading name: Paul Fox Estate Agents & Surveyors
Address: 28 Oswald Road, North Lincolnshire, Scunthorpe, DN15 7PT
Phone number: 01724 282868
Fax number: 01724 282419
E-mail address: rfox@paul-fox.com
Related party disclosure:

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

Ferndale,
Silver Street,
BARROW-UPON-HUMBER, DN19 7DN

Date of certificate: 01 July 2009
Reference number: 0561-2849-6134-0201-3361

Summary of this home's energy performance related features

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

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, filled cavity	Good	Good
Roof	Pitched, 250 mm loft insulation	Good	Good
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Very good	Very good
Main heating controls	Programmer, room thermostat and TRVs	Average	Average
Secondary heating	None	-	-
Hot water	From main system	Very good	Very good
Lighting	Low energy lighting in 27% of fixed outlets	Average	Average
Current energy efficiency rating		C 71	
Current environmental impact (CO ₂) rating		D 67	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£28	C 73	D 68
Total	£28		
Potential energy efficiency rating		C 73	
Potential environmental impact (CO ₂) rating		D 68	

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home. However you should check the conditions in any covenants, planning conditions, warranties or sale contracts.

2 Solar water heating	£21	C 74	C 70
3 Solar photovoltaic panels, 2.5 kWp	£159	B 83	C 79
Enhanced energy efficiency rating		B 83	
Enhanced environmental impact (CO ₂) rating		C 79	

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

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

About the further measures to achieve even higher standards

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

2 Solar water heating

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

3 Solar photovoltaic (PV) panels

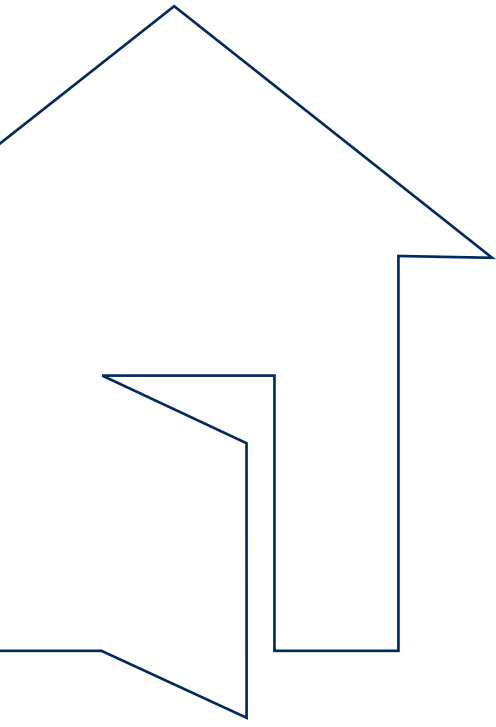
A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date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

What can I do today?

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

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

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



home information pack

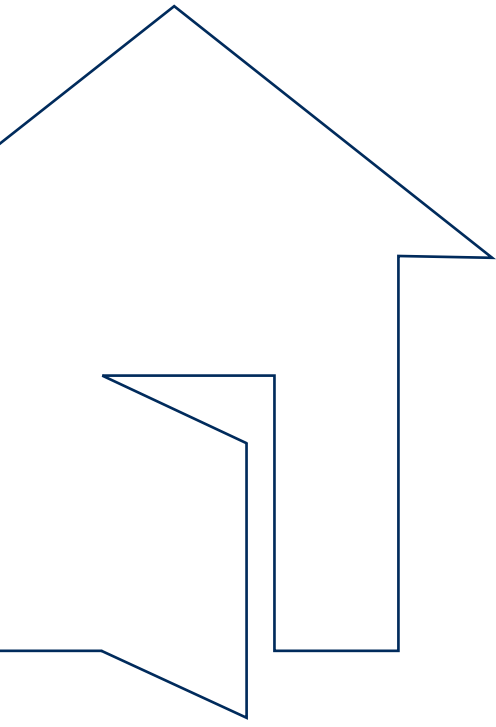
Sale Statement

Sale Statement

Ferndale
Silver Street
Barrow-upon-Humber
DN19 7DN

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette) or <input checked="" 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. 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 With a term of
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> Registered at Land Registry <input type="checkbox"/> Unregistered
5a. Who is selling the property?	Name of Seller(s) Michael Keith Foster and John Sidney Billinghurst
5b. Capacity in which they are selling :	<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):
6. 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 sub-divided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)

Date: 03/07/2009



home information pack

Land Registry Documents

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 HS218557

Edition date 22.07.2005

- This official copy shows the entries on the register of title on 01 Jul 2009 at 12:52:33.
- 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 01 Jul 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Kingston upon Hull Office.

A: Property Register

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

NORTH LINCOLNSHIRE

- 1 (21.09.1992) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Ferndale, Silver Street, Barrow upon Humber, (DN19 7DN).
- 2 (08.03.2000) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

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

Title absolute

- 1 (22.07.2005) PROPRIETOR: MICHAEL KEITH FOSTER and JOHN SIDNEY BILLINGHURST of Ferndale, Silver Street, Barrow-Upon-Humber, North Lincolnshire DN19 7DN.
- 2 (22.07.2005) The price stated to have been paid on 6 July 2005 was £184,950.
- 3 (22.07.2005) 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.

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.

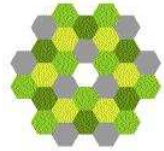
This official copy is issued on 01 July 2009 shows the state of this title plan on 01 July 2009 at 12:52:33. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be 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, Kingston upon Hull Office .

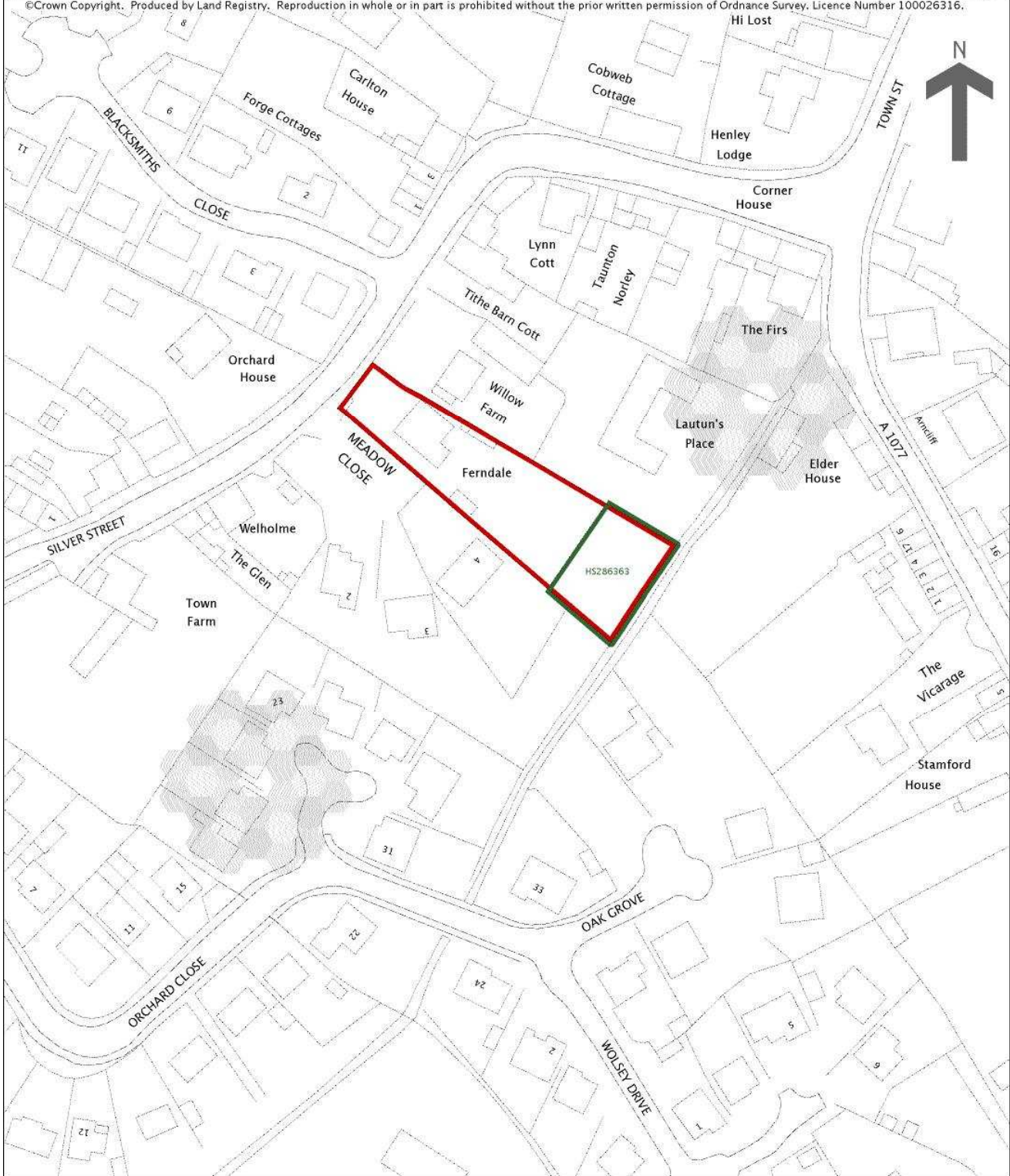


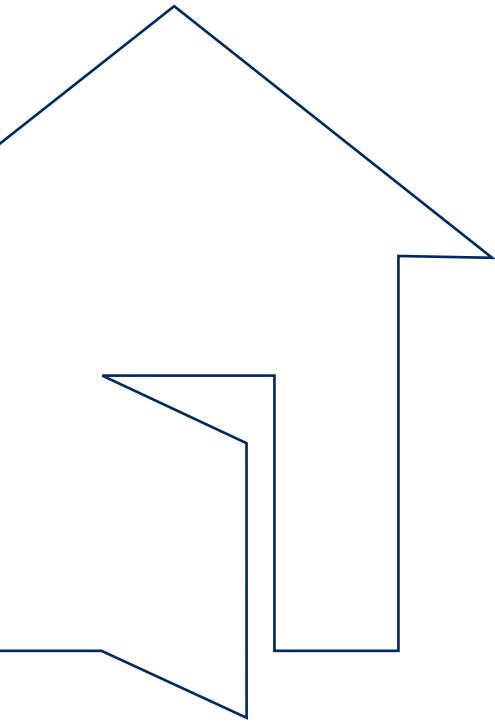
Land Registry Official copy of title plan

Title number HS218557
Ordnance Survey map reference TA0620NE
Scale 1:1250
Administrative area NORTH LINCOLNSHIRE



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home information pack

Local Authority and Water and Drainage Enquiries

ENQUIRIES OF LOCAL AUTHORITY



<p>Search prepared for: PSG HIP TEAM 6 GREAT CLIFFE COURT GREAT CLIFFE ROAD BARNSELEY S75 3SP</p> <p>Tel: Fax:</p>	<p>Search Number: 2961575 Your Reference: *161281</p>
<p>Property: FERNDALE SILVER STREET BARROW-UPON-HUMBER DN19 7DN</p> <p>UPRN: NOT AVAILABLE</p>	<p>Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)</p> <p>Name of vendor: MR JOHN SIDNEY BILLINGHURST AND MR MICHAEL KEITH FOSTER</p> <p>Name of estate agent: PAUL FOX</p> <p>Name of HIP Provider: PSG</p> <p>Name of solicitor/conveyancer: NOT KNOWN</p> <p>Your personal data name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.</p>
<p>Other roadways, footpaths and footways:</p> <p>NONE</p>	
<p>Search prepared by and any enquiries to: The Property Search Group 6 Great Cliffe Court Great Cliffe Road Barnsley S75 3SP</p> <p>Tel: 01226 240055 Fax: 01226 240095 Email: searchteam@propertysearchgroup.co.uk</p>	<p>On behalf of The Property Search Group Signed:</p>  <p>Date: 20/07/2009</p>

Information obtained at NORTH LINCOLNSHIRE COUNCIL .
For further information contact The Property Search Group.

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

FERNDALE
SILVER STREET
BARROW-UPON-HUMBER
DN19 7DN

LOCAL LAND CHARGE REGISTER ENTRIES:

1. TOWN & COUNTRY PLANNING ACT 1962
TOWN & COUNTRY PLANNING (CONTROL OF ADVERTISEMENTS) REGULATIONS 1960
THE COUNTY COUNCIL OF LINCOLN - PARTS OF LINDSEY (AREA OF SPECIAL CONTROL) ORDER 1965

PLANNING REGISTER ENTRIES SINCE: 01/01/1978

1. 2001/1355 CONDITIONAL FULL PLANNING PERMISSION TO ERECT A BATHROOM EXTENSION AND MAKE ALTERATIONS FOR DISABLED PERSON
PG/C 30/11/2001

BUILDING REGULATION APPLICATIONS SINCE: 01/04/1996

1. WORK ADMINISTERED UNDER A COMPETENT PERSONS SCHEME - NO MORE DETAILS AVAILABLE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

**PART I - STANDARD ENQUIRIES
(APPLICABLE IN EVERY CASE)**

1. PLANNING AND BUILDING REGULATIONS

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

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

How can copies of the decisions be obtained?

INFORMATIVE:

If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.

1.2 Planning Designations & Proposals.

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

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

2. ROADS

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

SEE PAGE 2

NONE SINCE 01/01/1978

NONE SINCE 01/01/1978

NONE SINCE 01/01/1978

NONE SINCE 01/01/1978

NONE SINCE 01/04/1996

NONE SINCE 01/04/1996

SEE PAGE 2

PLEASE CONTACT YOUR LOCAL PSG OFFICE WHO WILL OBTAIN COPIES FOR YOU.

INFORMATIVE:

The owner or occupier of the property should be asked to produce any such certificate.

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

WITHIN DEVELOPEMENMT BOUNDARY
CONSERVATION AREA TO REAR

SILVER STREET - YES

NONE

NONE

NONE

3. OTHER MATTERS

From records inspected, do any of the following matters apply to the property?

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

NO

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for roadworks?

NO

3.3 Drainage Agreements and Consents

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

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

3.3 (a) - (b) PLEASE CONTACT:
SEVERN TRENT SEARCHES
P O BOX 6187
NOTTINGHAM
NG5 1LE
DX 723860 NOTTINGHAM 43
TEL: 0115 9627269

(b) an agreement or consent for (i) a building; or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.

3.4 Nearby Road Schemes

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

NO

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

NO

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

NO

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

NO

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

NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

NO

Note: A mini-roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches

3.5 Nearby Railway Schemes

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

NONE

3.6 Traffic Schemes

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:

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

NO
NO
NO
NO
NO
NO
NO
NO
NO
NO
NO
NO

In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.

3.7 Outstanding Notices

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

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health?

NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED

3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NONE REGISTERED

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

- (a) an enforcement notice;
- (b) a stop notice;
- (c) a listed building enforcement notice;
- (d) a breach of condition notice
- (e) a planning contravention notice
- (f) another notice relating to breach of planning control;

NONE REGISTERED
NONE REGISTERED
NOT APPLICABLE
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED

(g) a listed building repairs notice;	NOT APPLICABLE
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NOT APPLICABLE
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED
(n) proceedings to enforce a planning agreement or planning contribution?	NOT APPLICABLE

3.10 Conservation Area

Do any of the following apply in relation to the property:

(a) the making of the area a conservation area before 31st August 1974; or	3.10 (a) - (b) NO
(b) an unimplemented resolution to designate the area a conservation area?	

3.11 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
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3.12 Contaminated Land

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

(a) a contaminated land notice:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	NONE REGISTERED NONE REGISTERED NONE REGISTERED
(i) a decision to make an entry;	
(ii) or 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?	

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

3.13 Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?	NO
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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).

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. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency

(HPA) website (www.hpa.org.uk/radiation/radon/index.htm). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

A guide containing further information about Radon Affected Areas is available free from DEFRA

PSG and its employees have a business or personal relationship with the following involved in the sale of the property
Estate Agent - PAUL FOX

SEARCH CODE:

Important Consumer Protection Information

This search has been produced by PSG which is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which 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 organisation is confirming that they keep to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

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

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

Keeping to the Search Code

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

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

IPCAS contact Details:

Telephone: 020 7520 3800

E-mail: info@irdrs.ltd.uk

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

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

PSG Complaints procedure

We have a formal written complaints procedure for handling complaints. If you wish to make a complaint it will be handled as follows:

- The complaint will be acknowledged within 5 working days of its receipt. Please address your complaint as described on page 1 of this report or alternatively email serviceimprovement@propertysearchgroup.co.uk.
- A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request, we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to IPCAS. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

Terms and Conditions

 <p>PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.</p>	<p>PSG Franchising Ltd (T/A The Property Search Group (PSG)) Wellington Mills 70 Plover Road Huddersfield HD3 3HR Tel: 01484 773266 Fax:01484 489799 Email: customerservices@propertysearchgroup.co.uk Website: www.TheHIPAlliance.com</p>
	<p>Registered in England and Wales registration number: 3674092 VAT Registered Number: 721 3017 86. Registered Office: 133 Ebury Street London SW1W 9QU</p>

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our financial charges for providing the services, which will be notified to you when you submit your order.

"Confirmation of Order" means the point at which the agreement becomes binding on both parties when we confirm acceptance of your Order whether by written, facsimile or electronic means whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the Services, which you place by completing the Order Form and sending it to us by electronic or other acceptable means.

"Order Form" means the Order Form currently published on our website.

"Property" means the property address of location, the building(s), land, fixtures and all chattels of which you require a Report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the Order Form whether originated from PSG Franchising Ltd, its franchisees or associated trading partners, or whether it is a Third Party Report.

"Required Information" means all information required to submit the Order Form to us which shall enable us to provide the Services to you.

"Third Party Report" means any report or document that we procure from a third party on your behalf for the purpose of providing the Services.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/we/our" mean PSG Franchising Ltd or one of our franchised offices, together The Property Search Group or PSG.

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide the Services either on their own behalf or as an agent of another person.

1.2 Headings used in these conditions are for convenience only and shall not affect the interpretation of the main provisions.

2. Your Privacy and Security

2.1 Your personal details are held on a secure database and these details are used solely for the provision of the Services. We will not pass confidential customer information to other organisations unless you (or your agent) specifically authorise PSG to do so during the ordering process.

2.2 Your Order will be retained by us in an electronic format and is available for inspection upon reasonable notice for a period of 6 years from the date of Confirmation of Order.

3. The Services

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

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

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

3.4 The Order Form will not be accepted by us unless you have confirmed that you have read and agree to be bound by these terms and conditions.

3.5 Upon receiving and accepting your Order we shall provide a Confirmation of Order. Once this is issued we shall commence work on your order. If the Order is submitted online, by post or via telephone the Confirmation of Order shall be communicated in a durable medium.

3.6 Any indication that we may give as to the time in which we will perform the Services will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated. Due to variations in availability of the information required to provide the Services, delivery of Reports may be in excess of 30 days from the date of Order. By accepting these conditions you agree that in such a case that time of delivery of Reports is not of the essence and that delivery may take place as reasonably soon as is possible after the information for the Reports shall be made available to us.

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

4 Charges

4.1 Unless expressly indicated otherwise, the Charges will include VAT at the applicable rate.

4.2 Unless indicated otherwise the Charges also include all delivery and communication costs.

4.3 You shall be liable for payment for the Services at the rates notified to you prior to the Order, unless otherwise advised before the Confirmation of Order, or before the commencement of performance of the Services. All other invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge interest on outstanding sums at 1.75% monthly and to recover costs associated with the same.

5. Your Obligations

5.1 You will provide us with the Required Information by way of the Order Form. By submitting the Order Form you warrant that the information supplied by you is complete, correct and up to date, and that we may proceed to provide the Services that you have ordered.

5.2 You will notify us immediately you become aware of any inaccuracy contained within the Order whether supplied by you or any other person. We will attempt to alter the Services to reflect the new information but there will be further reasonable charges depending on the progress of the Services at that point and the nature of the changes to the information.

5.3 If ordering online you will provide an electronic mailing address. If ordering by other means or if you are not capable of communicating by email you shall communicate by first class post or facsimile machine. In all communications you will provide a return address. In providing this address you agree that communications between us and you will be through these means.

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

6. Cancellation

6.1 If your order is submitted online, by post or via telephone we shall communicate our confirmation to you through a durable medium. Once we have confirmed your Order and work has begun to provide the Services you will have no right to cancel the Order. Any monies paid shall not be recoverable once provision of the Services has commenced.

6.2 If your Order is submitted in any other acceptable manner and you wish to cancel or re-schedule an Order, you agree to give us written notice as soon as is reasonably practicable. If work on the Services has commenced there will be a reasonable charge depending on the progress of the Services at that point.

6.3 Where appropriate these Terms and Conditions constitute notice pursuant to the Consumer Protection (Distance Selling) Regulations 2000 as amended and the Electronic Commerce (EC Directive) Regulations 2002.

7 Intellectual Property Rights and Proprietorship

7.1 Any and all Intellectual Property Rights arising from performance of the Services shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

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

7.3 Title to the PSG products which are the subject of your order shall remain the property of PSG and shall not pass to you or any other third party until the Charges notified to you have been paid in full.

8 Limitation of Liability

8.1 The Property Search Group has in place Professional Indemnity Insurance of £2m in respect of each and every claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches.

8.2 A Home Information Pack contains information supplied by third parties such as Solicitors, Home Inspectors, Local Authorities, Water Authorities, HM Land Registry and Domestic Energy Assessors. Not all of the third parties providing the information may have been commissioned by PSG. These third parties are required by their regulatory bodies to have appropriate Professional Indemnity Insurance or be covered by statutory compensation arrangements. PSG will of course assist you should you need to pursue any supplier of information for defects in their reports contained in the Home Information Pack. When a Home Information Pack contains a mandatory Property Information Questionnaire supplied by the property vendor, the vendor is entirely liable for its contents.

8.3 We cannot accept liability for any error in a Report, which is derived from any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate.

8.4 Access to some information is not freely available when conducting a personal search of records and data. We will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-01 1-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email. For searches contained within a HIP issued after 6th April 2009 we do not rely on these indemnity insurance policies but answer every question to the best of our ability from the available sources which may not be complete.

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

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

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

8.8 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £2,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.

8.9 In the event that the Search Report is used as part of a Home Information Pack, We acknowledge their further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains except as described in 8.3. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

9. Force Majeure

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

10. Assignment

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

10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

11. General

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

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

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

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

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

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

11.7 You and we agree that no third party will be afforded any rights under these Conditions to gain access to the data of either party to this agreement unless permission is granted by the parties already involved.

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 five working days of receipt.

. Try and resolve your complaint fully within four 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 eight 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 (see below). 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 the Codes Compliance Officer of the PSG Office shown at bottom left on page 1 of your Search.

In the event your complaint cannot be resolved by PSG, you may refer it to (IPCAS), who can be contacted at: IDRS Ltd 24 Angel Gate City Road London EC1V 2PT Phone: 020 7520 3800 Fax: 020 7520 3829 E-mail: info@idrs.ltd.uk

Order Reference: B608249-1

Produced on: 03 July 2009

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations 2007

The information in this document refers to:

Ferndale
Silver Street
Barrow-upon-humber
DN19 7DN

This document was produced by:

Geodesys
PO Box 485
Huntingdon
PE29 6YB

This document was ordered by:

Property Search Group
6 Great Cliffe Court
Dodworth
Barnsley
SOUTH YORKSHIRE
S75 3SP

Customer reference: *161281

For any queries relating to this report please contact our customer services team on 01480 323889, quoting order reference: B608249-1.

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

Katie Turner, Customer Services Manager, is the person responsible in respect of the following:

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



4001962



working on behalf of the water industry towards a sustainable future

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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

As a minimum standard, Geodesys:

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

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

Question 1 Interpretation of Drainage and Water Search

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

Question 2 Enquiries and Responses

Answer This drainage and water search for Ferndale, Silver Street, Barrow-upon-humber, DN19 7DN complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Kerry McNair (Anglian Water Services Ltd. T/A Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Kerry McNair (Anglian Water Services Ltd. T/A Geodesys) who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 03 July 2009 and completed on 03 July 2009

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

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

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

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

Answer 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.

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

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

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

Informative Sewerage Undertakers are not responsible for any private drains and sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 5 Does surface water from the property drain to a public sewer?**Answer** Records indicate that surface water from the property does drain to the public sewerage system.**Informative** Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.
If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company tel: 0800 169 3271.
If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.**Question 6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?****Answer** The property is part of an established development and is not subject to an adoption agreement.**Informative** This enquiry is of interest to purchasers of new properties who will want to know whether or not the property will be linked to a public sewer.
Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of public drains and sewers for which they will hold maintenance and renewal liabilities.**Question 7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?****Answer** The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, it has not always been a requirement for such public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property.**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.
The presence of a public sewer running within the boundary may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.**Question 8 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any building with the property?****Answer** The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the boundary of the property. (See supplied extract from the public sewer map)**Informative** The presence of a public sewer within 30.48 metres (100 feet) of any building within the boundary of the property can result in the local authority requiring a property to be connected to the public sewer.
The measure is estimated from the Ordnance Survey record, between any building within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.

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

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

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

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

Answer A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.
The map of the waterworks has been supplied by:
Anglian Water Services Ltd
PO Box 770
Lincoln
LN5 7WX
Tel: 08457 145 145
www.anglianwater.co.uk

Informative The 'water mains' in this context are those which are vested in and maintainable by the water company under statute. Assets other than public water mains may be shown on the plan, for information only. Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, 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. 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?

Answer 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.

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.
Please note this could relate to a piece of land and is not subject to an adoption agreement.

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

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

Question 13 Is the property connected to mains water supply?

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

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

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

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

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

Answer The charges are based on actual volumes of water measured through a water meter. ("metered-supply")
The meter serial number is: 97M520352I
The property reference number is: 0004370624

Informative Water and sewerage companies full charges are set out in their charge 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?

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

Informative Water and Sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request.
The 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 than by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
Where charges are levied to a third party, the occupier needs to contact the vendor to confirm charging arrangements.

Question 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property at £34.00 per year.

Informative Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable. Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, application can be made to the water company to end surface water charges (freephone 0800 169 3271 for more details).

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

Answer Records indicate that the property is served by a water meter, which is located not within the dwelling-house which is or forms part of the property, and in particular is located 1YD IFO RH G/POST.

Question 19 Who bills the property for sewerage services?

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

Question 20 Who bills the property for water services?

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

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

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

Informative

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

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

"At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.

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

Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the company.

Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excluded flooding from private sewers and drains and the Company makes no comment upon this matter.

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

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

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

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

Answer All samples taken from this supply zone in the period January to December 2007 fully complied with the standards as set in the 2000 Regulations or the 2001 Regulations, with the exception of one out of 27 iron samples which did not meet the standard. A thorough investigation was undertaken and the exceedance was found to be due to iron deposits in the mains supplying the property. Flushing of the mains was carried out and further samples were satisfactory.

Informative **Anglian Water investigates all infringements of drinking water quality standards thoroughly and takes appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately, advise them not to drink the water until the risk had been removed and would take appropriate steps to advise and protect their customers.**
For more detailed information, visit www.anglianwater.co.uk, or telephone 01480 323889 or write to Geodesys, PO Box 485, Huntingdon, Cambridgeshire, PE29 6TB.
Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the owner/occupier is responsible for any deterioration in water quality that is a result of the supply pipe and the plumbing within the property and results in the standards not being met.
In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.
Water quality is normally tested at the tap used for domestic consumption, usually the kitchen. However, the owner/occupier is responsible for any deterioration in water quality that is a result of the supply pipe and the plumbing within the property and results in the standards not being met.
If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company (Telephone Anglian Water Customer Services on: 08457 145 145) for further advice.
The water company undertakes a monitoring programme to establish water quality that includes random sampling from properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the supply pipe and the plumbing within the property.
The data collected by the company is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operations can be examined.

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

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

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

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

Answer The nearest sewage treatment works is 3.07 kilometres North of the property. The name of the sewage treatment works is NORTH FERRY STW, which is the responsibility of Anglian Water.

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

APPENDIX 1

GENERAL INTERPRETATION

(1) In this Schedule-

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

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

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

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

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

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

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

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

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

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

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

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

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

"lateral drain" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRAINAGE & WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

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

Definitions

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

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

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

6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Client's or the Purchaser's statutory or any other rights of access to the information contained in the Report.


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



0 50 100 150 Metres

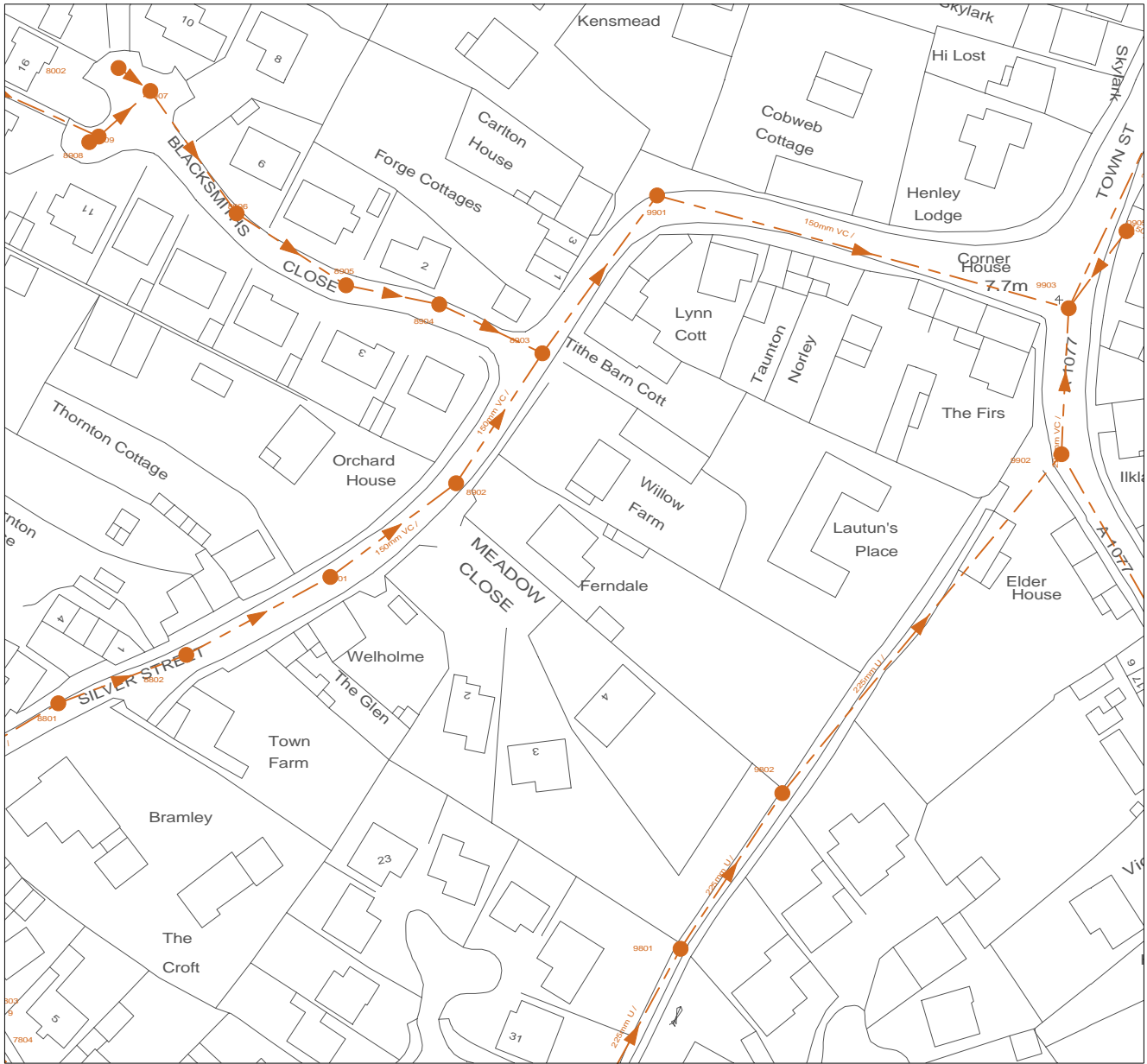
Map Centre 506901, 420913

WATER ASSET LEGEND		
Operational Raw Water — RAW — RAW — RAW	Operational Potable Water —————	Decommissioned Water -A-A-A-A-A-
Washout Hydrant	Fire Hydrant	Air Hydrant
Washout	Boundary Box	Sluice Valve



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DX123730 Huntingdon 6**



0 50 100 150 Metres

Map Centre 506901, 420913

SEWER ASSET LEGEND		
Manholes		
Foul	Surface	Combined
Foul Sewerage	Foul Decommissioned Sewerage	Foul S104/Private Main
Surface Sewerage	Surface Decommissioned Sewerage	Surface S104/Private Main
Combined Sewerage	Combined Decommissioned Sewerage	Rising Main



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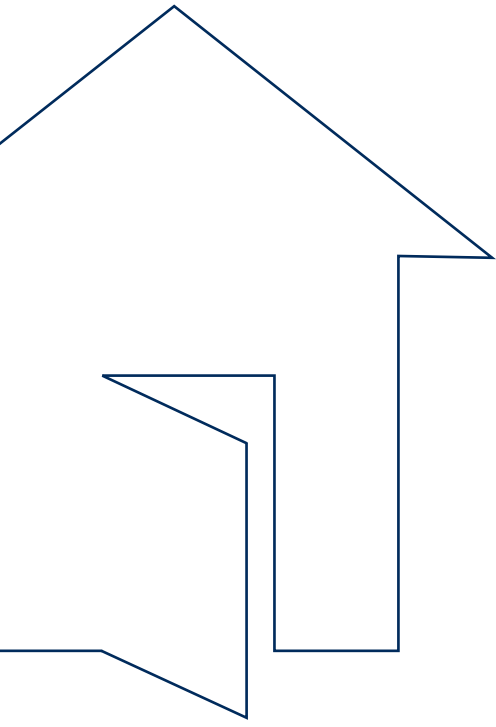
Title: B608249-1

Scale: 1:1250

Date: 03/07/2009 14:17

Code:

This plan must be used in conjunction with the search results attached.
 The information shown on this drawing is based on the data currently recorded but the position must be regarded as approximate.
 Service pipes, private sewers and drains are not generally shown. The actual position of all apparatus MUST be established by trial holes.
 No liability whatsoever is accepted for any error or omission. This information is valid for the date printed.
 This plan is produced by Anglian Water Services Ltd. trading as GEODESYS from Ordnance Survey digital map data which is protected by Crown copyright and remains the property of Ordnance Survey, (c)Crown copyright, 100018507
 This map data is to be used for the purposes of viewing the location of Anglian Water 'plant' only.
 Any other use of the map data or further copies are not permitted.



home information pack

Authorised Documents



THE NATION'S LOCAL HIP AUTHORITY

This Page/Section is
Intentionally Blank
Or
Report/Documents
On Order

Please see below for details

- For Interim HIPs that have been produced to enable the property to be marketed, the documents in this section have either been ordered or are not required – please refer to the HIP Index for details of documents that are on order.
- For Completed HIPs the documents in this section are not required.

An interim HIP has been produced to comply with The Home Information Pack (No.2) Regulations 2007. Some items may not yet be available. Please refer to the HIP Index for details of documents not yet available but on order.

Where the HIP is complete this page is intentionally blank to indicate this section is not required

This Home Information Pack was compiled by:



In the event of any queries please contact:

The HIP Team, PSG Yorkshire

Tel: 01226 241010 Fax: 01226 245050

Email: hipteam@propertysearchgroup.co.uk

Important Customer Protection Information

This Home Information Pack (HIP) has been produced by PSG, which is registered with the Property Codes Compliance Board as a subscriber to the HIP Code.

The 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
Email: info@idrs.ltd.uk

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

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



HIPcode

PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.



www.TheHIPAlliance.com