



## Home Information Pack

# Home Information Pack

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- The content of the HIP is based (in part) on information and documents provided by the seller.
- Where there is a doubt or inconsistency between the HIP, including its sale statement and the sale particulars, the HIP shall prevail and take precedence.
- Whilst we take care in preparing the HIP the buyer and seller should ensure that his/her Property Lawyer confirms as soon as possible all matters relating to title including the extent and boundaries of the property and other important matters before exchange of contracts.
- This HIP may not be transferred to another person. Unless the HIP is an authorised printed version provided by Optima Legal or is an electronic link version, it shall be invalid and may not be relied upon.
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A decorative header featuring three overlapping curved bands. The top band is black, the middle is white, and the bottom is grey. A large white number '1' is positioned in the upper right corner of the black band.

1

# Section 1 Index

# Home Information Pack Index

Insert address of property to be sold below and include postcode:

Flat 27 Noko, 3 6, Banister Road, London, W10 4AR

About this form:

- Under the Home Information Pack (No. 2) Regulations 2007, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. Required documents need to be included in all cases where relevant: authorised documents do not. Please seek professional advice if you are unsure about what to include in your Home Information Pack.
- All the documents in your Home Information Pack must be listed in the index, whether or not they are required or authorised.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that a required document is missing, which document it is and the reason why.
- Where the document exists and can be obtained, the index should indicate the steps being taken to obtain it and the date by which you expect to obtain the document, updating this date if it changes. It should also indicate the reason for a delay or any likely delay.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations tell you what documents are required to go in the Home Information Pack, and which documents are authorised to be included. Documents that are neither required or authorised should not be included in the Pack and advertising material should not be included. Guidance on the Regulations is available at [www.homeinformationpacks.gov.uk](http://www.homeinformationpacks.gov.uk)
- All requests for documents comply with paragraph (1) of Regulation 19 of the Home Information Pack Regulations 2007

## PART 1 – General – Required Documents

Please look at each document listed in column 1 and then complete the relevant entry in either column 2 or column 3

Column 1  Home Information Pack document	Column 2  Included  <input checked="" type="checkbox"/> date document received and any further information	Column 3  If it is a required document for your property:  <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
1. Index	<input checked="" type="checkbox"/> 27 Mar 2009	
2. Energy Performance Certificate and Recommendation Report or Predicted Energy Assessment:	<input checked="" type="checkbox"/> 17 Mar 2009	
3. Sale Statement	<input checked="" type="checkbox"/> 27 Mar 2009	
<b>Title information</b>		
4. Official copy(ies) of the individual register (for registered properties only)	<input checked="" type="checkbox"/> 12 Mar 2009	
5. Official cop(ies) of the title plan (for registered properties only)	<input checked="" type="checkbox"/> 12 Mar 2009	
6. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	Not Included
7. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	Not Included

<b>Column 1</b>  <b>Home Information Pack document</b>	<b>Column 2</b>  <b>Included</b>  <input checked="" type="checkbox"/> <b>date document received and any further information</b>	<b>Column 3</b>  <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
8. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	Not Included
<b>Search Reports</b>		
9. Local Land Charges	<input type="checkbox"/>	Not Included
10. Local Enquiries	<input checked="" type="checkbox"/> 19 Mar 2009	
11. Drainage and water enquiries	<input checked="" type="checkbox"/> 27 Mar 2009	

## Part 2 – Commonhold properties – Required Documents

Column 1  Home Information Pack document	Column 2  Included  <input checked="" type="checkbox"/> date document received and any further information	Column 3  If it is a required document for your property:  <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
1. Land Registry individual register and title plan for common parts	<input type="checkbox"/>	Not Included
2. Land Registry copy of commonhold community statement	<input type="checkbox"/>	Not Included
3. Management rules and regulations outside the commonhold community statement	<input type="checkbox"/>	Not Included
4. Requests for payment towards commonhold assessment for the past 12 months	<input type="checkbox"/>	Not Included
5. Requests for payment towards reserve fund for the past 12 months	<input type="checkbox"/>	Not Included



<b>Column 1</b>  <b>Home Information Pack document</b>	<b>Column 2</b>  <b>Included</b>  <input checked="" type="checkbox"/> <b>date document received and any further information</b>	<b>Column 3</b>  <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	<input type="checkbox"/>	Not Included
7. Name and Address of managing agents and/or other manager (current and proposed)	<input type="checkbox"/>	Not Included
8. Amendments proposed to the commonhold community statement and other rules	<input type="checkbox"/>	Not Included
9. Summary of works affecting the commonhold (current and proposed)	<input type="checkbox"/>	Not Included
10. Where the commonhold interest has not been registered at the land registry: the proposed commonhold community statement and an estimate of costs expected of the unit-holder in the first 12 months	<input type="checkbox"/>	Not Included

## Part 3 – Leasehold properties – Required Documents

Column 1	Column 2	Column 3
Home Information Pack document	<b>Included</b> <input checked="" type="checkbox"/> date document received and any further information	<b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
1. The lease, being either: <ul style="list-style-type: none"> <li>• an “official” copy</li> <li>• the original lease or a true copy of it; or</li> <li>• an edited information document</li> </ul>	<input checked="" type="checkbox"/> 12 Mar 2009	
2. Management rules and regulations outside the lease	<input type="checkbox"/>	Not Included

<b>Column 1</b>  <b>Home Information Pack document</b>	<b>Column 2</b>  <b>Included</b>  <input checked="" type="checkbox"/> <b>date document received and any further information</b>	<b>Column 3</b>  <b>If it is a required document for your property:</b> <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
3. Summaries or statements of service charges for past 36 months	<input type="checkbox"/>	Not Included
4. Requests for payment towards service charges for the past 12 months	<input type="checkbox"/>	Not Included
5. Request for payment towards ground rent for the past 12 months	<input type="checkbox"/>	Not Included
6. Requests for payment for building or personal insurance for the past 12 months (if separate to service charges or ground rent)	<input type="checkbox"/>	Not Included
7. Name and address of landlord (current and any proposed)	<input type="checkbox"/>	Not Included
8. Name and address of managing agents or other manager (current and any proposed)	<input type="checkbox"/>	Not Included

<b>Column 1</b>  <b>Home Information Pack document</b>	<b>Column 2</b>  <b>Included</b>  <input checked="" type="checkbox"/> <b>date document received and any further information</b>	<b>Column 3</b>  <b>If it is a required document for your property:</b>  <ul style="list-style-type: none"> <li>• Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing)</li> <li>• reason why not included;</li> <li>• steps being taken to obtain it;</li> <li>• date when it is expected to be obtained;</li> <li>• any reason for further delay and further date by which the document is expected.</li> </ul>
9. Amendments proposed to:  <ul style="list-style-type: none"> <li>• the lease; and/or</li> <li>• rules and regulations</li> </ul>	<input type="checkbox"/>	Not Included
10. Summary of works or long term agreement affecting the property (current and any proposed)	<input type="checkbox"/>	Not Included
11. Proposed lease (new properties)	<input type="checkbox"/>	Not Included
12. Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)	<input type="checkbox"/>	Not Included

## PART 4 – Authorised Documents

<b>Home Information Pack document</b>	Included <input checked="" type="checkbox"/> <b>date document received and any further information</b>
<b>Please list any authorised documents that have been included relevant to this property below:</b>	
1.	<input type="checkbox"/>
2.	<input type="checkbox"/>
3.	<input type="checkbox"/>
4.	<input type="checkbox"/>
5.	<input type="checkbox"/>
6.	<input type="checkbox"/>
7.	<input type="checkbox"/>
8.	<input type="checkbox"/>
9.	<input type="checkbox"/>
10.	<input type="checkbox"/>
11.	<input type="checkbox"/>
12.	<input type="checkbox"/>
13.	<input type="checkbox"/>
14.	<input type="checkbox"/>
15.	<input type="checkbox"/>
16.	<input type="checkbox"/>

## Section 2

# Energy Performance Certificate

Energy Performance Certificates (“EPCs”) tell home buyers and sellers how energy efficient a home is on a scale of A-G. The most efficient homes, which should have the lowest fuel bills, are in band A.

The Certificate also shows, on a scale of A-G, the impact the home has on the environment. Better rated homes should have less impact through carbon dioxide (CO<sub>2</sub>) emissions.

The average property in the UK is in bands D-E for both ratings. The Certificate includes recommendations on ways to improve the home’s energy efficiency to save you money and help the environment.

The EPC provides the property with an energy rating in line with the European Union Directive on energy efficiency and global communities made internationally to reduce carbon dioxide (CO<sub>2</sub>) emissions.

The rating is calculated by one of the Government’s licensed and approved energy rating software organisations. The software is designed to generate general recommendations as to further improvements that may be put into effect to improve the energy efficiency rating.

EPCs may only be carried out by suitably qualified and accredited Energy Assessors or Home Inspectors.

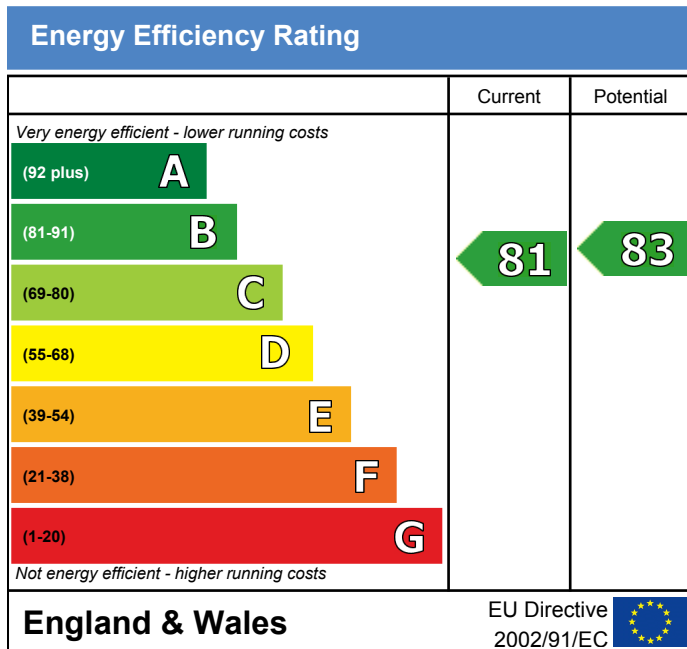
# Energy Performance Certificate



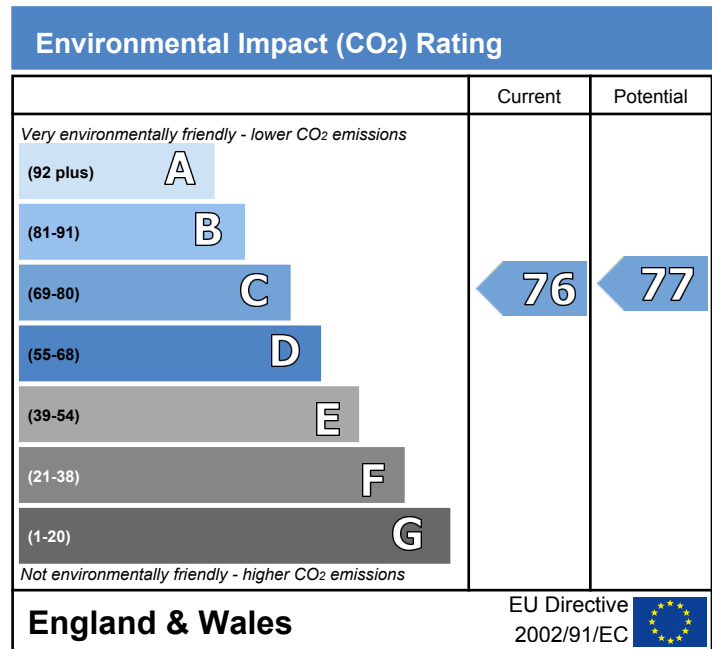
Flat 27 Noko,  
3-6, Banister Road,  
LONDON, W10 4AR

Dwelling type: Mid-floor flat  
Date of assessment: 17 March 2009  
Date of certificate: 17 March 2009  
Reference number: 8341-6227-5730-7953-9096  
Total floor area: 63 m<sup>2</sup>

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



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 (CO<sub>2</sub>) emissions. The higher the rating the less impact it has on the environment.

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

	Current	Potential
Energy use	207 kWh/m <sup>2</sup> per year	197 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	1.9 tonnes per year	1.9 tonnes per year
Lighting	£76 per year	£38 per year
Heating	£101 per year	£106 per year
Hot water	£121 per year	£121 per year

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

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



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

For advice on how to take action and to find out about offers available to make your home more energy efficient, call **0800 512 012** or visit [www.energysavingtrust.org.uk/myhome](http://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/004233  
Assessor's name: Ms. Lisa Page  
Company name/trading name: Connells Survey & Valuation  
Address: 8A Frank Foley Way, Stafford, ST16 2ST

Phone number: 0208 993 8098  
Fax number: 01525 218661  
E-mail address: [lisa.page@connells.co.uk](mailto:lisa.page@connells.co.uk)  
Related party disclosure:

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at [www.elmhurstenergy.co.uk](http://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](http://www.communities.gov.uk/epbd).

Buildings that are more energy efficient use less energy, save money and help protect the environment. A building with a rating of 100 would cost almost nothing to heat and light and would cause almost no carbon emissions. The potential ratings 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](http://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
- Learn more about energy efficiency and reducing energy consumption



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

Flat 27 Noko,  
3-6, Banister Road,  
LONDON, W10 4AR

Date of certificate: 17 March 2009  
Reference number: 8341-6227-5730-7953-9096

### 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	System built, as built, insulated (assumed)	Good	Good
Roof	(another dwelling above)	-	-
Floor	(other premises below)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Electric underfloor heating	Average	Poor
Main heating controls	Temperature zone control	Average	Average
Secondary heating	None	-	-
Hot water	Electric immersion, off-peak	Average	Poor
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency rating		B 81	
Current environmental impact (CO <sub>2</sub> ) rating		C 76	

### 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	£33	B 83	C 77
<b>Total</b>	<b>£33</b>		
Potential energy efficiency rating		B 83	
Potential environmental impact (CO <sub>2</sub> ) rating		C 77	

## Further measures to achieve even higher standards

None

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

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

Not applicable

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

# Section 3

## Sale Statement

This document confirms the following:

- Who is selling the property.
- In what capacity they are selling the property, for example as a representative of an owner who has died.
- Whether the legal title to the property has been registered at Land Registry or not.
- Whether the property is sold with vacant possession upon completion or not.
- The tenure of the property. Tenure can be one of the following:

“Freehold” is where the ownership lasts forever. It can be passed to heirs and successors.

“Leasehold” is where the ownership is for a stated period after which it goes back to the person described as the Landlord (or their successors). It too can be passed down to heirs and successors but only within the stated period. The stated period is often 99 years, 125 years or 999 years but there can be many variations. Often there is rent and other payments required of the owner.

“Commonhold” means the same as “freehold” but there is also an obligation to pay towards the upkeep of common and shared areas or buildings.

## Sale Statement

Flat 27 Noko, 3 6, Banister Road, London, W10 4AR

	Statement
1. The property above is (or will be):	<input type="checkbox"/> Freehold <input checked="" type="checkbox"/> Leasehold <input type="checkbox"/> Commonhold
2. The title to the property is:	<input checked="" type="checkbox"/> Registered at the Land Registry <input type="checkbox"/> Unregistered <input type="checkbox"/> The new interest is not yet registered but there is another registered title for the land
3. The Seller:	Barclays
4. Capacity in which the Seller is selling the property?	<input 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 checked="" type="checkbox"/> Other (please give details) <p style="margin-left: 40px;">Mortgagee in Possession</p>
5. 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)

# Section 4

## Evidence of Title

For property that has had its ownership recorded at Land Registry, this contains copies of the following documents, that comprise the legal title to the property.

- Official Copies of the register for the property.
- The Title Plan, which identifies the property.

For a property that has not had its ownership recorded at Land Registry so far, evidence of ownership will comprise of old title deeds and a search result (known as an Index Map Search) that confirms that no one has registered ownership of the property.

These documents are, by their very nature, complex. They contain words and phrases which may not be readily understandable without legal knowledge.

Your own lawyer will explain them to you as necessary.

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 NGL858620

Edition date 07.03.2008

- This official copy shows the entries on the register of title on 12 Mar 2009 at 14:06:55.
- 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 12 Mar 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](http://www.landregistry.gov.uk) or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Swansea Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

BRENT

- 1 (03.02.2006) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry. Short particulars of the land and of the leases under which the land is held are contained in the Property Register Schedule hereto.
- 2 (03.02.2006) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Leases referred to in the Property Register Schedule hereto.
- 3 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

## Schedule of short particulars of the land and of the leases under which the land is held

- 1 Property description: Flat 27, NOKO, 3 to 6 Banister Road, London, (W10 4AR).  
 Date of lease : 20 December 2005  
 Parties : (1) London & Kensal Developments Limited  
           (2) Ali Doureid Haidar  
 Term : 125 years from 24 June 2004  
 Lessor's title : MX379448  
 Plan reference : tinted blue  
 NOTE 1: Only the first floor flat is included in the title



Title number NGL858620

## Schedule of short particulars of the land and of the leases under which the land is held continued

NOTE 2: The lessors title is registered

- 2 Property description: Car Parking Space 40, 3 to 6 Banister Road, London, (W10 4AR).  
Date of lease : 20 December 2005  
Parties : (1) London & Kensal Developments Limited  
(2) Ali Doureid Haidar  
Term : 125 years from 24 June 2004  
Lessor's title : MX379448  
NOTE: The lessors title is registered

## 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 (03.02.2006) PROPRIETOR: ALI DOUREID HAIDAR of Flat 27, NOKO, 3 to 6 Banister Road, London W10 4AR.
- 2 (03.02.2006) The price, other than rents, stated to have been paid on the grant of the lease was £239,000.
- 3 (07.03.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 June 2007 in favour of Barclays Bank PLC referred to in the Charges Register.

## C: Charges Register

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

- 1 (03.02.2006) The land is subject to the following rights reserved by a Conveyance dated 14 January 1959 made between (1) The Church Commissioners for England (Commissioners) and (2) Gilbert Reeves and Company Limited (Purchasers):-
- "EXCEPT NEVERTHELESS AND RESERVING unto the Commissioners and their successors in title the owner or owners for the time being of the adjoining and neighbouring property
- (a) the free passage of water soil and other services from such adjoining land through any drains watercourses pipes and conduits now existing in or under the said property hereby conveyed or substituted therefor by the Purchaser and
- (b) full and free right and liberty without obtaining the consent of or making any compensation to the Purchaser or other the owner or owners occupier or occupiers for the time being of the said property hereby conveyed to deal in any manner whatsoever with any of the said adjoining or neighbouring property and to erect and maintain or suffer to be erected or maintained on such land any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said property hereby conveyed or any buildings for the time being thereon and
- (c) All such rights of way and such rights of user of air light and the passage thereof as the Commissioner their lessees or tenants now have or enjoy in through over and upon the said property or any part thereof to for or in respect of any adjoining property."
- 2 (03.02.2006) An Agreement dated 1 March 2004 made between (1) The Mayor and Burgesses of the London Borough of Brent (2) London & Kensal Developments Limited and (3) National Westminster Bank Plc pursuant to section 106 of the Town and Country Planning Act 1990 contains provisions relating to the development of the land in this title.

## C: Charges Register continued

*NOTE: Copy filed under MX379448.*

- 3 (07.03.2008) REGISTERED CHARGE dated 15 June 2007.
- 4 (07.03.2008) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of Meridian House, Anchor Boulevard, Crossways Business Park, Dartford DA2 6QU, trading as The Woolwich.
- 5 (07.03.2008) The proprietor of the Charge dated 15 June 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

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.

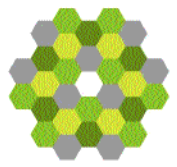
This official copy is issued on 12 March 2009 shows the state of this title plan on 12 March 2009 at 14:06:55. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

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

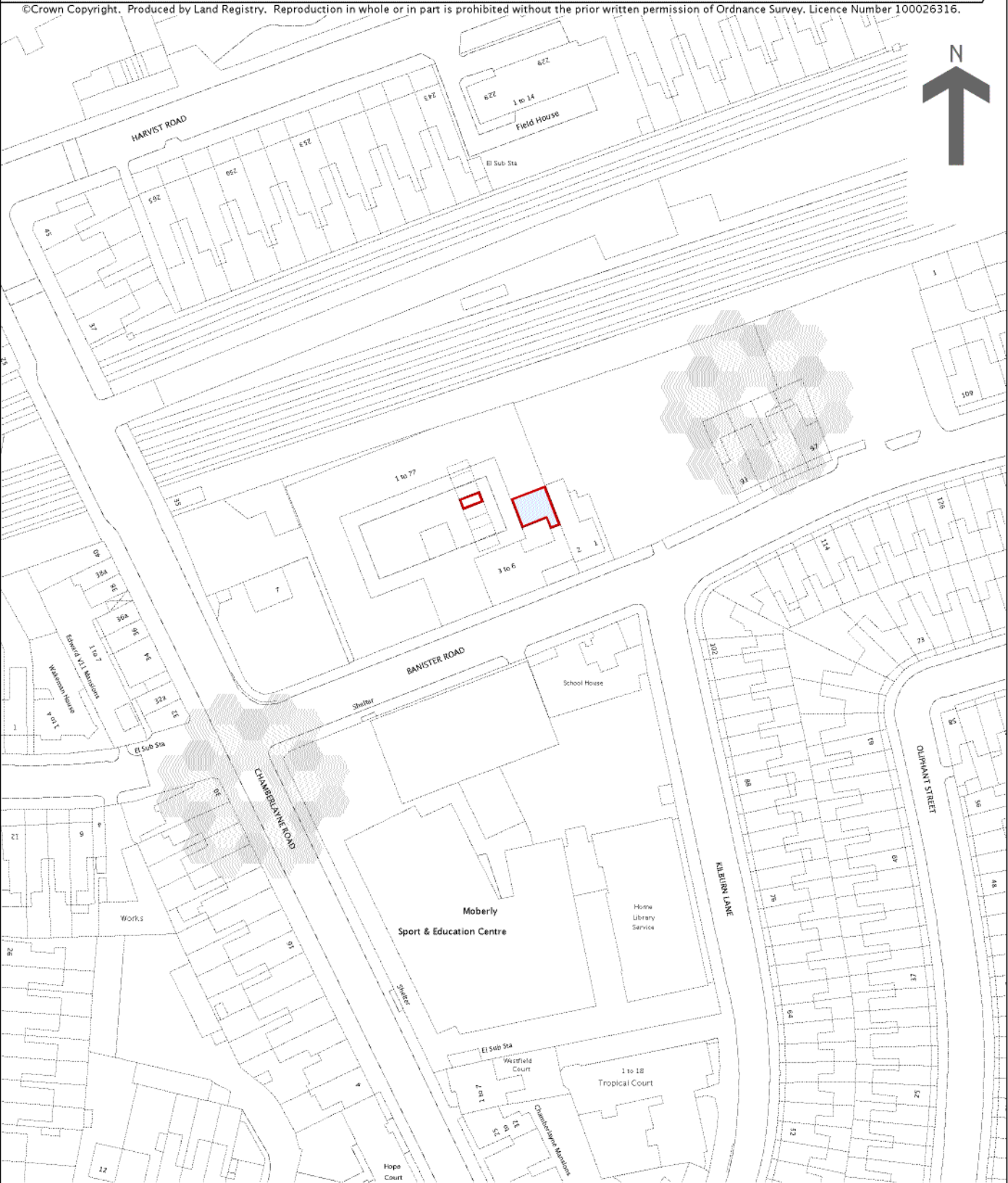


# Land Registry Official copy of title plan

Title number NGL858620  
Ordnance Survey map reference TQ2382NE  
Scale 1:1250  
Administrative area BRENT



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# Section 5

## Searches

This section contains copies of the searches, which have been made to establish information, which might affect the purchase or ownership of the property. The searches will be the Local Search and Enquiries of the Local Authority and Water Drainage Search. Examples of the type of information contained in these are outlined on the right:

### **Local Search and Enquiries of the Local Authority**

- Is the road maintained and paid for by the Local Authority?
- Any planning permissions which exist on the property since 1974.
- Any plans for new roads or road widening, which affect the property.

### **Water and Drainage Search**

- Indication of connections to mains water and sewerage.

These documents are, by their very nature, complex. They contain words and phrases which may not be readily understandable without legal knowledge.

Your own lawyer will explain them to you as necessary.

# Search Report

Requested by:-  
Search Choice Limited

Our Reference: **XX/X707841**  
Your Reference: **5916081**  
Report Prepared by: **DChung**

Date: **19/03/2009**

## REQUESTED FOR

Flat 27 Noko  
3-6 Banister Road  
London  
W10 4AR

Council: London Borough of Brent  
Local Authority Code: 5150  
Search: HIP LLC1 & Local Search

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

Freephone 0800 052 0117

Yours Faithfully



ONESEARCH DIRECT

**SUMMARY OF SEARCH REPORT : 01166263**

**INVOICE NUMBER : E20589760**

**LLC1 Search**

The Search requested above reveals 6 registration/s described in the Schedule hereto

**LOCAL Search**

**1.1. Planning and Building Regulations**

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

**1.2. Development Plans**

Policies	Yes
Proposals	No
Recommendations	No

**2. Roads**

Roads, Footways and Footpaths Maintained at Public Expense	Yes
--	-----

**Other Matters**

3.1. Land Required for Public Purposes	No
3.2. Land to be Acquired for Roadworks	No
3.3. Drainage Agreements and consents	Not Available
3.4. Nearby Road Schemes	No
3.5. Nearby Railway Schemes	No
3.6. Traffic Schemes	No
3.7. Outstanding Notices	No
3.8. Contravention of Building Regulations	No
3.9. Notice, Orders, Directions and Proceedings under Planning Acts	No
3.10. Conservation Areas not registered as a land charge	No
3.11. Compulsory Purchase	No
3.12. Contaminated Land	No
3.13. Radon Gas	No

# LLC1 Search

Subjects **Flat 27, Noko, 3-6, Banister Road, London, W10 4AR.**  
Date of Search Report: **19/03/2009**  
Search Report No: **01166263**  
Search Report Prepared by: **DChung**

## Charges on Register

<b>03 - Planning charges</b>			
<b>Description of Charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of registration</b>
Agreement dated 01/03/2004 made under Section 106 of the Town & Country Planning Act 1990 between the Council of the London Borough of Brent and London & Kensai Developments Ltd and National Westminster Bank plc.	London Borough of Brent	Town Hall Forty Lane Wembley Middlesex HA9 9HD.	1/3/2004
02/2218 Demolition of existing building and erection of a 4 storey building comprising 57 live/work units and 20 residential flats and associated basement car parking (as revised by plans received 20 October 2003) Granted.	London Borough of Brent	Town Hall Forty Lane Wembley Middlesex HA9 9HD.	24/9/2002
87/0281 Installation of boundary fence and sliding gates. Granted.	London Borough of Brent	Town Hall Forty Lane Wembley Middlesex HA9 9HD.	
M42171760 Installation of non illuminated signs. (Delegated) Granted.	London Borough of Brent	Town Hall Forty Lane Wembley Middlesex HA9 9HD.	5/10/1979
00/1693 Erection of one 4 storey building comprising 34 live/work units and 38 two bedroom residential units with 43 car parking spaces at basement level. Dujbect to an obligation under Section 106 of the Town & Country Planning Act 1990	London Borough of Brent	Town Hall Forty Lane Wembley Middlesex HA9 9HD.	10/7/2000

<b>04 - Miscellaneous charges</b>			
<b>Description of Charge (including reference to appropriate statutory provision)</b>	<b>Originating Authority</b>	<b>Place where relevant documents may be inspected</b>	<b>Date of registration</b>
Smoke Control Order	London Borough of Brent	Town Hall Forty Lane Wembley Middlesex HA9 9HD.	20/7/1965

## Local Search Enquiries

Subjects **Flat 27, Noko, 3-6, Banister Road, London, W10 4AR.**  
 Date of Search Report: **19/03/2009**  
 Search Report No: **01166263**  
 Search Report Prepared by: **DChung**

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

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

## Planning and Building Regulation Decisions and Pending Applications

**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:-**

Section 1.1 (a) Planning Permissions				Yes
Application Number	Proposal	Decision	Decision Date	Application Type
04/1102	Partial fulfilment of details pursuant to Condition 2 (materials) of full Planning Permission 02/2218, dated 4th March 2004, for demolition of existing building and erection of a 4-storey building comprising 57 live/work units and 20 residential flats and associated basement car-parking. Revised by plans received 20th October 2003	Approved	30-Apr-2004	Planning
04/2366	Details pursuant to Condition 2 (materials), Condition 7 (landscaping), Condition 8 (noise insulation), Condition 12 (relocation of the existing bus stop), and Condition 13 (access), of full Planning Permission 02/2218, dated 4th March 2004. Demolition of existing building and erection of a 4-storey building comprising 57 live/work units and 20 residential flats and associated basement car parking. Revised by plans received 20th October 2003	Approved	16-Sep-2004	Planning



<b>Section 1.1 (b)</b>	<b>Listed Building Consents</b>	<b>None</b>		
<b>Section 1.1 (c)</b>	<b>Conservation Area Consents</b>	<b>None</b>		
<b>Section 1.1 (d)</b>	<b>Certificate of lawfulness of existing use or development</b>	<b>None</b>		
<b>Section 1.1 (e)</b>	<b>Certificate of lawfulness of proposed use or development</b>	<b>None</b>		
<b>Section 1.1 (f)</b>	<b>Building Regulations approvals</b>	<b>Yes</b>		
<b>Application Number</b>	<b>Proposal</b>	<b>Decision</b>	<b>Decision Date</b>	<b>Application Type</b>
BA/04/02519	Amendment of Initial Notice to increase development to 57 live/work units and 20 dwellings.	Granted	26-Jul-2004	Building Regulation Approval
BA/03/01057	Erection of four storey building comprising 50 live/work units and 20 flats. Refer to BA/04/2519 for revised Initial Notice.	Granted	24-Apr-2003	Building Regulation Approval
SN/04/03676	Naming and numbering of newbuild residential development comprising 54 live/work units and 23 residential units.	Granted	10-Nov-2004	Building Regulation Approval
<b>Section 1.1 (g)</b>	<b>Building Regulations completion certificate</b>	<b>None</b>		
<b>Section 1.1 (h)</b>	<b>Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?</b>	<b>None</b>		
<b>Informative</b> <i>The seller or developer should be asked to provide evidence of compliance with building regulations</i>				

**Informative**

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **London Borough of Brent, Town Hall, Forty Lane, Wembley, Middlesex, HA9 9HD.**

## Planning designations and Proposals

1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?			See details below
Brent Unitary Development Plan		Adopted	01/2004
Local Plan Policy	Borough Boundary		
Local Plan Policy	Major Estate Regeneration Areas (H7)		
Local Plan Policy	London Bus Priority Network (TRN9)		
Local Plan Policy	Housing/Mixed Use Proposals		
London Borough Of Brent Unitary Development Plan - Adopted			Adopted
Local Plan Policy	Borough Boundary		14/01/2004
Local Plan Policy	Housing / Mixed Use Proposals		
Local Plan Policy	Major Estate Regeneration Areas		

## Roads

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

(a)	Highway Maintainable at Public Expense					Yes
Name	Carriageway	Footway	Footpath	Verge		
Banister Road, London	Public	Public	None	None		
(b)	Subject to adoption and supported by a bond or bond waiver					No
(c)	To be made up by a local authority who will reclaim the cost from the frontagers; or					No
(d)	To be adopted by a local authority without reclaiming the cost from the frontagers?					No

### Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **London Borough of Brent, Town Hall, Forty Lane, Wembley, Middlesex, HA9 9HD.**

## Land Required for Public Purposes

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

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

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

(a) An agreement to drain building in combination into an existing sewer by means of a private sewer **Not Available**

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

### Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **London Borough of Brent, Town Hall, Forty Lane, Wembley, Middlesex, HA9 9HD..** Question 8: This information may no longer be physically held by the local authority. The information may be obtained by conducting an official CON29 DW search.

### Nearby Road Schemes

3.4. Is the property (or will it be ) within 200 metres of any of the following? **None revealed**

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

### Nearby Railway Schemes

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

## Traffic Schemes

<b>3.6. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property -</b>	<b>None revealed</b>
(a) Permanent stopping up or diversion;	
(b) Waiting or loading restrictions	
(c) One way driving	
(d) Prohibition of driving	
(e) Pedestrianisation	
(f) Vehicle width or weight restrictions	
(g) Traffic calming works including road humps	
(h) Residents parking controls	
(i) Minor road widening or improvement	
(j) Pedestrian crossings	
(k) Cycle tracks; or	
(l) Bridge building?	

## Outstanding Notices

<b>3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule-</b>	<b>None revealed</b>
(a) Building Works;	
(b) Environment;	
(c) Health and Safety;	
(d) Housing;	
(e) Highways; or	
(f) Public health?	

## Contravention of Building Regulations

<b>3.8. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations</b>	<b>No</b>
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## Notices, Orders, Directions and Proceedings under Planning Acts

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

(a) Enforcement Notice	No
------------------------	----

(b) Stop Notice	No
-----------------	----

(c) Listed Building Enforcement Notice	No
--	----

(d) Breach of Condition Notice	No
--------------------------------	----

(e) Planning Contravention Notice	No
-----------------------------------	----

(f) Other Notice relating to breach of planning control	No
---	----

(g) Listed Buildings Repair Notice	No
------------------------------------	----

(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) A Building Preservation Notice	No
(j) A direction restricting permitted development	No
(k) An order revoking or modifying permission	No
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	No
(m) A Tree Preservation Order	No
(n) Proceedings to enforce a planning agreement or planning contribution	No

### Conservation Areas

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

### Compulsory Purchase

3.11. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None revealed
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## Contaminated Land

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

**No**

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

### **Informative**

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

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

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

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

## Radon Gas

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

**No**

No. The property is in an area where 0-1% of homes are estimated to be at or above the Action Level.

### Informative

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

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

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

*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) web site (<http://www.hpa.org.uk/radiation/radon/index.htm>). Alternatively information can be requested from HPA by telephone (0800 614529 [24hr] or 01235 822622 [D/T]) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ.*

## Notes

### The Search Company

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

### Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **London Borough of Brent, Town Hall, Forty Lane, Wembley, Middlesex, HA9 9HD**.. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk). The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

### Scope of Area Searched

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

### Definition of Search Terms

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

### Legal Issues

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



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

#### **Liability and Insurance**

14. . The local authority will be liable for any negligent or incorrect entry in the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.
  - . Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.
15. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the property in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
16. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.
17. In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

Under the Financial Services Authority regulations we are required to advise details of the contract of insurance recommended.

## Complaints Procedure

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

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

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

IDRS Ltd  
24 Angel Gate  
City Road  
London  
EC1V 2PT

Tel: 020 7520 3800

Fax: 020 7520 3829

Complaints should be sent to:

[cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk)

or

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

Tel: 0800 052 0117

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

HIP Provider:	TM ( Search Choice )
Solicitor/Conveyancer:	Search Choice Limited

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

Search Prepared by:	DChung
Local Authority Records Inspected by:	RAmponsah

## POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

# keyfacts<sup>®</sup>

### 1. This summary.

This document provides a summary of the key features of the Search Report Insurance Policy under which insurance will be given to individual Buyers, Potential Buyers, Sellers and Lenders. This document does not contain the full terms and conditions of the Search Report Indemnity Insurance Policy. These can be found in the specimen policy document provided with this document. This summary is not part of the policy and it does not commit us to provide insurance on these or any other terms. It is important that you read the policy itself. The policy is a legally binding contract between each Insured and First Title Insurance plc.

### 2. The Insurer.

First Title Insurance plc provides general insurance products and is authorised and regulated by the Financial Services Authority.

### 3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or reenactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. It also protects the Insured against such an actual loss which is incurred because a conveyancer acting in the sale or purchase of the house, or a loan made for the purpose of the purchase, relies on the search report produced by OneSearch Direct rather than a report obtained from an official body. See the Coverage Statement in paragraph 2 of the policy.

### 4. What does the policy not cover?

All of the matters which are excluded from cover are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

### 5. Limitations of the Policy.

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

### 6. Cancellation Terms.

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

### 7. Term of the policy.

Cover under insurance given under the Search Report Insurance Policy protects only the persons specified in the policy as an "Insured" and does not continue to protect any purchaser from an insured. Each person who is insured should check periodically to ensure that the policy still meets their needs. Please refer to paragraph 2 of the policy.

### 8. Claims.

Anyone wishing to claim under the insurance given under the Search Report Insurance Policy must advise First Title in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see paragraph 5 of the policy.

### 9. Queries.

If you require further information or have any queries regarding the policy you should contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT.

### 10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/07/08.

If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

### 11. Compensation

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect your interests. There are maximum levels of compensation you can receive under the Scheme. You will normally be covered for at least 90% of the payment due under your policy.

### 12. Price

The policy is provided at no cost to the Insured by OneSearch Direct Limited as part of its service.

**1 The Financial Services Authority (FSA)** The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require us to give you this document. Use this information to decide if our services are right for you.

**2 Whose products do we offer?** We only offer a product from First Title Insurance plc for Search Report Insurance.

**3 Which service will we provide you with?** You will not receive advice or a recommendation from us for Search Report Insurance.

**4 What will you have to pay us for our services?** There is no fee payable to us for organising the Search Report Insurance.

**5 Who regulates us?** SPH (Scotland) Limited trading as OneSearch Direct is authorised and regulated by the Financial Services Authority (FSA). SPH (Scotland) Limited's FSA Registration number is 315174 Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

## SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct

Policy Number : 60-021-000000

### 1.

In this policy unless the context otherwise requires:

- 1.1 "Actual Loss" (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
  - 1.1.1 in respect of a Buyer:
    - (a) the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect of an Adverse Entry
    - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
    - (c) the amount required to pay any charges or other financial liabilities registered against the Land
  - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
  - 1.1.3 in respect of a Seller: actual financial loss
  - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 "Adverse Entry" means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 "Appropriate Body" means a local authority or other public body providing information to be included in a Search Report.
- 1.4 "Authorised Expenses" means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 "Bordereau" means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.
- 1.6 "Buyer" means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 "Conveyancer" means a solicitor or licenced conveyancer acting for an Insured in relation to the purchase or sale of the Land or to a loan made to the Buyer for the purposes of purchasing the Land.
- 1.8 "First Title" means First Title Insurance plc.
- 1.9 "HIP" means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or reenactment of them in force at the Policy Date.
- 1.10 "Insured" means all or any of:
  - 1.9.1 a Buyer
  - 1.9.2 a Potential Buyer
  - 1.9.3 a Seller
  - 1.9.4 a Lender
- 1.11 "Know, Known or Knowing" means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.12 "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.13 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- 1.14 "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured
- 1.15 "Policy Date" means the date on which the Search Report was prepared.
- 1.16 "Policy Issuer" means OneSearch Direct who will not be an insured under this Policy
- 1.17 "Potential Buyer" means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report contained in it in contemplation of buying the Land.
- 1.18 "Search Report" means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or reenactment of them in force at the Policy Date) obtained from OneSearch Direct Limited and not directly from an Appropriate Body and incorporated within a HIP.
- 1.19 "Seller" means a person selling the Land.

### 2. Coverage Statement

Subject to the terms and conditions of this policy and as the circumstances may require First Title will do either or both of the following:

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.  
First Title will also indemnify each insured where a Conveyancer notifies First Title that that Insured has brought a claim against the Conveyancer in respect of a matter covered by paragraph 2.1 of this policy on the basis that such loss arose solely because the Conveyancer relied on the Search Report, provided that (i) the Conveyancer does not agree any payment to an Insured or third party without the prior written approval of First Title and (ii) the Conveyancer complies with the Insured's obligations under this policy.

### 3. Exclusions

First Title will not indemnify an Insured against Actual Loss, will not have a duty to defend and will not be obliged to pay Authorised Expenses resulting from any of the following matters:

- 3.1 risks that:
  - 3.1.1 that Insured creates, allows or agrees to at any time
  - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
  - 3.1.3 do not cause that Insured any loss
  - 3.1.4 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date
  - 3.1.5

### 4. Continuation of indemnity

The coverage of any insurance given under this policy does not continue to protect any purchaser from a Buyer or Lender.

### 5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 07/08
  - 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
  - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171

5.1.3 by e-mail to legal&claims@firsttitle.eu

5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

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

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

#### **7. Proof of loss**

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

#### **8. Settling claims and termination of liability**

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

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

#### **9. Determination and extent of liability**

The insurance given under this policy is a contract of indemnity against actual monetary loss. Subject to paragraphs 10 and 11 of this policy First Title's total liability under this policy (excluding Authorised Expenses) will not exceed the amounts defined as Actual Loss contained in paragraph 1.1.

#### **10. Limitation of First Title's Liability**

First Title will not be liable to indemnify an Insured:

- 10.1 if First Title removes any matter giving rise to that Insured's claim under this policy in a reasonably diligent manner by any method including litigation,
- 10.2 if First Title makes a settlement with a third party;
- 10.3 until litigation, including appeals, in relation to a claim conducted by First Title (or by an Insured with First Title's authorisation) has been finally determined by a court;
- 10.4 for liability voluntarily assumed by an Insured in negotiating or settling any claim or litigation without First Title's prior written consent.

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

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

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

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

#### **12. Payment of loss**

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

#### **13. Subrogation**

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

#### **14. Liability limited to this policy**

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

#### **15. Severability**

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

#### **16. Governing law and jurisdiction**

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

#### **17. Cancellation rights**

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

#### **18. Notices**

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 07/08 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.



## Important Consumer Protection Information

This search has been produced by SPH Holdings T/A OneSearch Direct Ltd, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

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

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

## The Code's main commitments

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

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

## Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with 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@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

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

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

# Residential

## CON29DW Drainage & Water Search



HIP CPS - Optima (Vol HIP)  
712510 Bradford 10

**Search address supplied** Flat 27 Noko  
3--6  
Banister Road  
London  
W10 4AR

**Your reference** AMG.1-483  
**Our reference** DWS/DWS Standard/2009\_1434638

**Received date** 25 March 2009  
**Search date** 26 March 2009

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

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

**PLEASE NOTE THAT CHANGES TO THE STANDARD VAT RATE TO 15% WILL BE SHOWN ON ALL INVOICES DATED ON OR AFTER MONDAY 1st DECEMBER, 2008**

**CON29DW**  
DRAINAGE AND WATER ENQUIRY

[Thames Water Utilities Ltd](#)

Property Insight  
PO Box 3189  
Slough SL1 4WW

DX 151280 Slough 13

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F 0118 923 6655/57  
E [searches@thameswater.co.uk](mailto:searches@thameswater.co.uk)  
I [www.twpropertyinsight.co.uk](http://www.twpropertyinsight.co.uk)

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



# Residential

## CON29DW Drainage & Water Search



**Search address supplied:** Flat 27 Noko, 3--6, Banister Road, London, W10 4AR

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

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

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

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

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

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

Thames Water Utilities Ltd

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# Residential

## CON29DW Drainage & Water Search



### Q1 – Interpretation of CON29DW Drainage and Water Search

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

### Q2 – Enquiries and Response

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

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

This search report was prepared by Siobhan Bannister of Thames Water Utilities who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

For your guidance:

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

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# Residential

## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

- Water companies are not responsible for any private drains and sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if the property is served by a private sewer that also serves other properties. These may pass through land outside the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- If foul water does not drain to the public sewerage system, the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.
- An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

- This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.
- Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
- Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991 and meeting the requirements of 'Sewers for Adoption' 6<sup>th</sup> Edition.

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## CON29DW Drainage & Water Search



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

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

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.
- Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.

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

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

For your guidance:

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

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

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

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# Residential

## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

**Q13 – Is the property connected to mains water supply?**

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

For your guidance:

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

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

Records indicate that a third party is billed for the water and/or sewerage charges. It is recommended therefore that the charge basis is checked with the vendor.

For your guidance:

- Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.
- The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) website is [www.ofwat.gov.uk](http://www.ofwat.gov.uk).
- Where charges are given these are based on the data available at the time of the report.
- The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
  - o Watering the garden other than by hand (this includes the use of sprinklers).
  - o Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
  - o A bath with a capacity in excess of 230 litres.
  - o A reverse osmosis unit

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## CON29DW Drainage & Water Search



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

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

For your guidance:

- Water and sewerage companies' full charges are set out in their charges schemes which are available from the company free of charge upon request.
- The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) website is [www.ofwat.gov.uk](http://www.ofwat.gov.uk).
- It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.
- The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:
  - o Watering the garden other than by hand (this includes the use of sprinklers).
  - o Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
  - o A bath with a capacity in excess of 230 litres.
  - o A reverse osmosis unit

### **Q17 – Is a surface water drainage charge payable?**

Records indicate that the Water Company does not levy charges direct to the property, a third party is billed for the water and/or sewerage charges. It is recommended therefore that the charging situation is checked with the vendor.

For your guidance:

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

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## CON29DW Drainage & Water Search



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

Records indicate that the Water Company does not levy charges direct to the property, a third party is billed for the water and/or sewerage charges. It is recommended therefore that the meter location is checked with the vendor.

For your guidance:

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

### Q19 – Who bills the property for sewerage services?

The property is billed for sewerage services by;

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

Tel: 0845 9200 888  
Fax: 0207 713 3858  
Internet: [www.thameswater.co.uk](http://www.thameswater.co.uk).

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

The property is billed for water services by;

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

Tel: 0845 9200 888  
Fax: 0207 713 3585  
Internet: [www.thameswater.co.uk](http://www.thameswater.co.uk).

[Thames Water Utilities Ltd](#)

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## CON29DW Drainage & Water Search



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

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

For your guidance:

- A sewer is “overloaded” when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- “Internal flooding” from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- “At Risk” properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0845 9200 800 or website [www.thameswater.co.uk](http://www.thameswater.co.uk)

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

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

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## CON29DW Drainage & Water Search



For your guidance:

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

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

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

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

For your guidance:

- Thames Water investigates all infringements of drinking water quality standards and takes appropriate corrective actions to resolve any problems. If there were any risk to public health from the quality of drinking water supplied, the Company would have informed customers immediately and advised not to drink the water until the issue had been resolved.
- Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
- In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value, which would be detrimental to public health.
- Water quality is normally tested at the tap used for domestic consumption, normally the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
- If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company mentioned in Question 12 for further advice.

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- The Water Company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.
- The data collected by the company is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operation can be examined. Further information may be found at [www.dwi.gov.uk](http://www.dwi.gov.uk)
- If you require further advice regarding these failures, please contact your Water Company mentioned in Question 12.

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

The nearest sewage treatment works is 7.148 kilometers to the south west of the property. The name of the nearest sewage treatment works is Kew.

For your guidance:

- The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
- The sewerage undertaker's records were inspected to determine the nearest sewage treatment works.
- It should be noted that there may be a private sewage treatment works closer than the one detailed above that has not been identified.
- As a responsible utility operator, Thames Water Utilities seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the Code of Practice on Odour Nuisance from Sewage Treatment Works issued via the Department of Environment, Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments. For more information visit [www.thameswater.co.uk](http://www.thameswater.co.uk)

### **Payment for this Search**

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

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

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

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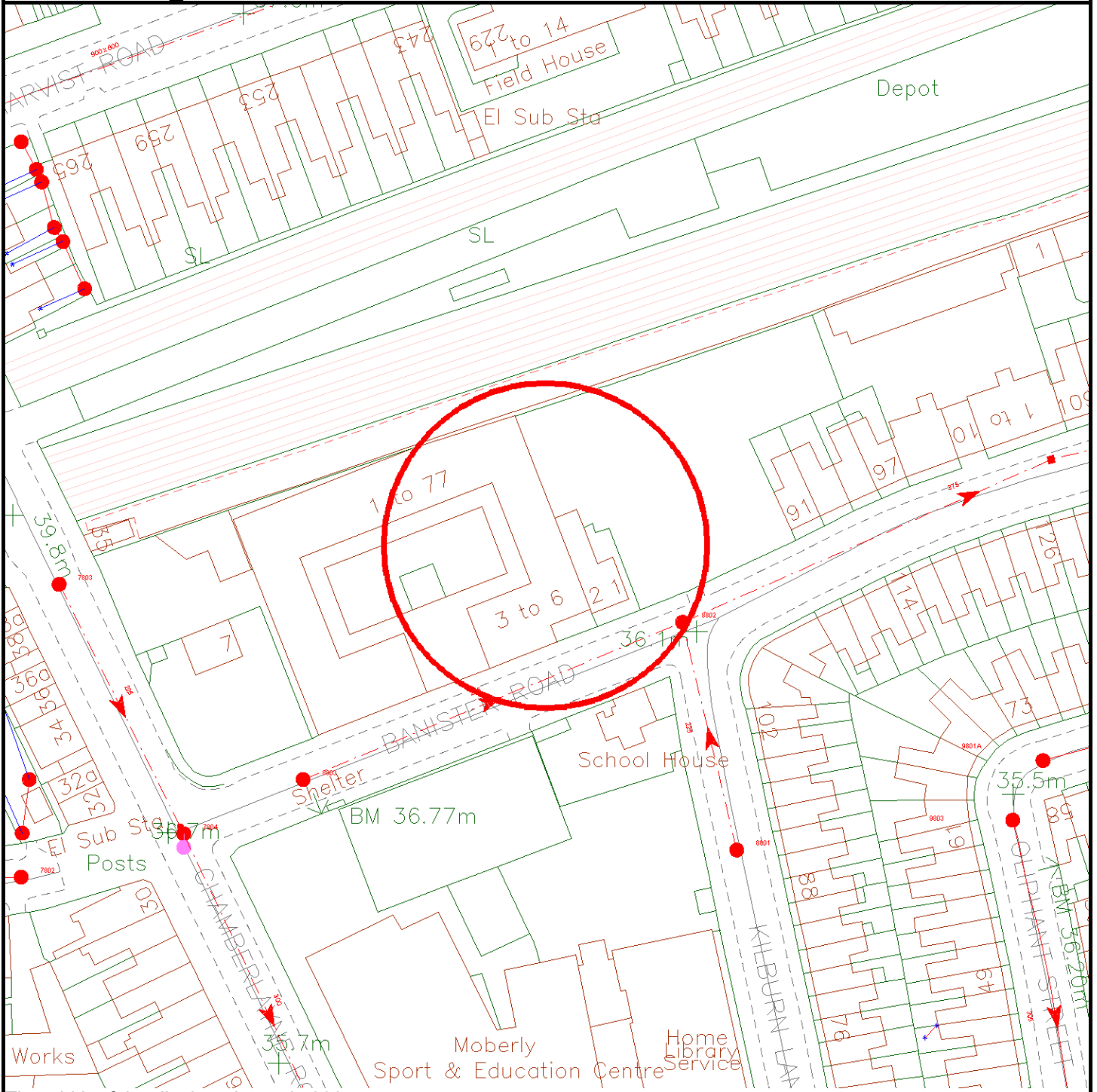
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**Residential CON29DW Drainage & Water Search Sewer Map-DWS/DWS  
Standard/2009 1434638**



The width of the displayed area is 200m

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













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# Residential Drainage & Water Search Sewer Key








## Public Sewer Pipes (Operated & Maintained by Thames Water)

-  **Foul Sewer:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water Sewer:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers, watercourses or a treatment works.
-  **Combined Sewer:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  **Trunk Sewer:** A strategic sewer which collects either foul or surface water flow from a number of subsidiary catchments and transfers this flow to a pumping station, river outfall or treatment works.
-  **Storm Overflow Sewer:** A sewer designed to convey excess rainfall to rivers or watercourses so that the flow does not exceed the capacity of normal sewers (which could cause flooding).
-  **Biosolids:** A sewer designed to convey sludge from one treatment works to another.
-  **Vent Pipe:** A section of sewer pipe connected between the top of a sewer and vent column, used to prevent the accumulation of gas in a sewer and thus allowing the system to operate properly.
-  **Rising Main:** A pipe carrying pumped flow under pressure from a low point to a high point on the sewerage network. Line style / colour and direction of fleck indicate sewer purpose and direction of flow within the pipe.
-  **Trade Effluent:** Waste water from trade source (e.g. a chemical company) released into sewers under licence controlling the level and strength of the discharge. This is necessary as many types of industrial waste need special treatment and would interfere with the normal domestic treatment process.
-  **Vacuum:** A foul sewer designed to remove foul sewerage under pressure (vacuum sewers cannot accept direct new connections).
-  **Proposed Foul Sewer**
-  **Proposed Surface Water Sewer**





### Notes:

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

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

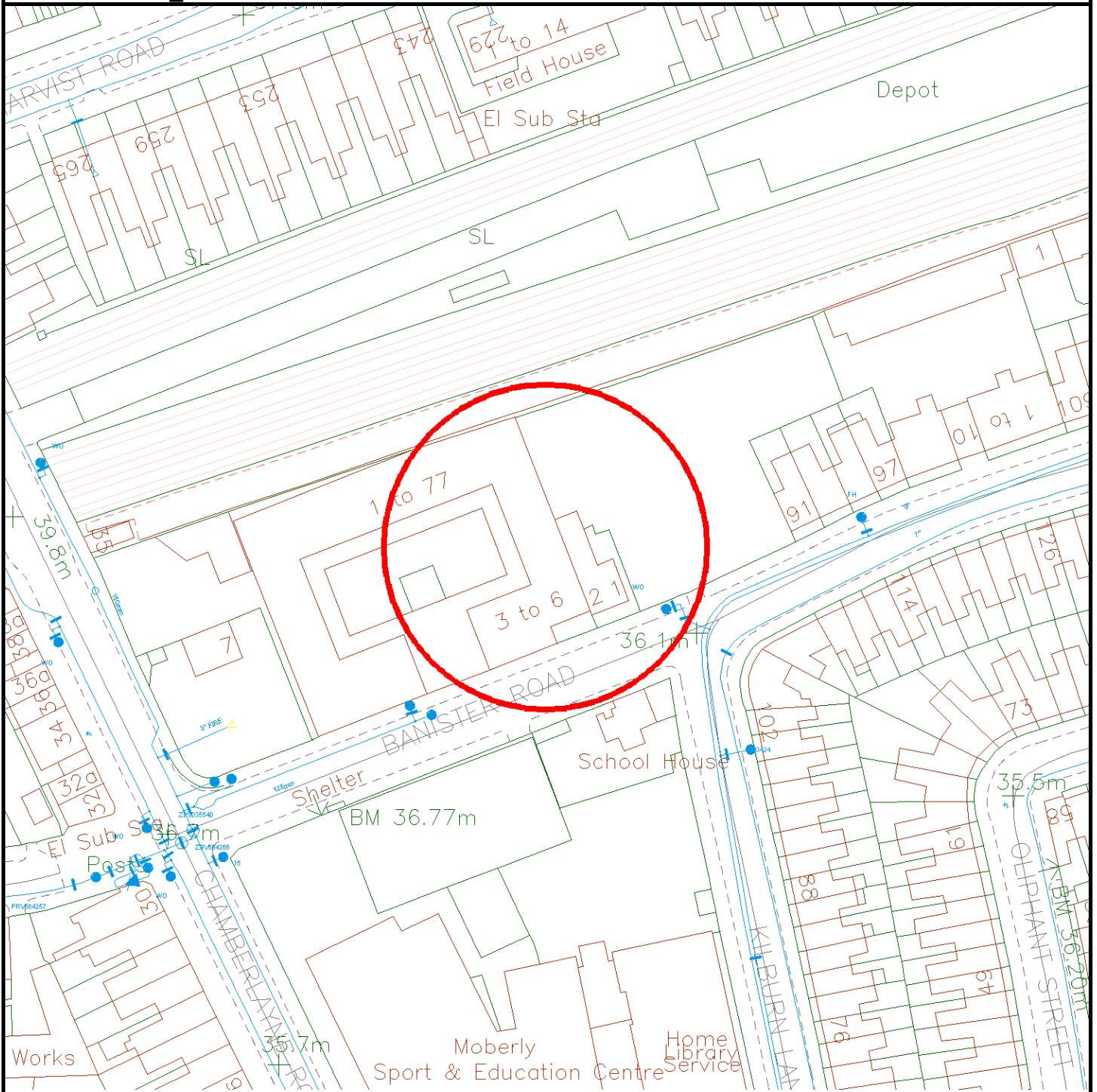
-  **Foul Sewer:** Any foul sewer that is not owned by Thames Water.
-  **Surface Water Sewer:** Any surface water sewer that is not owned by Thames Water.
-  **Combined Sewer:** Any combined sewer that is not owned by Thames Water.
-  **Highway Drain:** A sewer designed to convey surface water from large roads, motorways, etc. to watercourses or to public surface water sewers. These sewers are generally maintained by the relevant highway authority.
-  **Status unknown:** The ownership or purpose of the pipe is unknown.
-  **Culverted Watercourse:** A watercourse running through a culvert or pipe which is the responsibility of the property owner or the Environment Agency.
-  **Abandoned Sewer:** A disused sewer. Usually filled with cement mixture or removed from the ground.

## Other Symbols

-  **Demarcation Chamber:** Indicates the boundary between the Thames Water length of lateral and the private lateral. They are generally of plastic construction.
-  **Undefined Ends:** These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.
-  **Public/Private Pumping Station:** Foul or Surface water pumping station.
-  **Soakaways:** Soakaways are designed to allow surface water to drain naturally into the ground.

- 5) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 6) -9999.00 or 0 on a manhole level indicates that data is unavailable.
- 7) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. When cover and invert levels appear on a plan they are clearly prefixed by 'CL' and 'IL'. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0118 925 1504.

**Residential CON29DW Drainage & Water Search Water Map-DWS/DWS  
Standard/2009\_1434638**



The width of the displayed area is 200m









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

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# Residential Drainage & Water Search Water Key





## Public Water Pipes (Operated & Maintained by Thames Water)

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



## Depth of Water Pipes (Normal Cover)

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

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

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

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

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

### Note:

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

# **CON29DW DRAINAGE & WATER ENQUIRY (DOMESTIC).**

## **TERMS AND CONDITIONS**

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

### **Definitions**

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

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

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

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

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

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

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

### **Agreement**

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

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

### **The Report**

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

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

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

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

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

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

### **Liability**

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

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

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

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

### **Copyright and Confidentiality**

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

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

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

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

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

### **Payment**

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

### **General**

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

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

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

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

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

# Section 6

## Leasehold Information

This section contains leasehold information.  
It includes:

- A copy of the lease and any proposed amendments which set out the legal rights and duties the landlord and you would have as the leaseholder, including the number of years the leaseholder is entitled to the property. Also included are any regulations or rules that apply to the property that aren't mentioned in the lease.
- The name and address of the current or proposed landlord, and details of any managing agents that have been appointed or proposed by the landlord to manage the property.
- Details of service charges and ground rent payable for the property to cover repairs, maintenance and improvements to the building and shared parts.
- Details of insurance against damage to the building in which the property is situated and insurance in respect of personal injury caused by or within the building.
- A summary of any works being undertaken or proposed that will affect the building in which the property is situated.

These documents are by their very nature complex. They contain words and phrases which may not be readily understandable.

Your own lawyer will explain them to you as necessary.



Hip Cps - Optima (vol Hip)  
Arndale House  
Charles Street  
Bradford  
BD1 1UN



Date  
12 March 2009

Your ref  
AMG.1-483

Our ref  
NGL858620/oc2

Dear Sirs

Further to your recent application for an official copy unfortunately the we are unable to reach you at the telephone no. on your application. The application cannot be processed as it is unclear which Lease you require – there are two Leases dated 20 December 2005 referred to on the register of title number NGL858620.

If you would like to discuss this correspondence or require it in an alternative format please contact me, quoting our reference.

Yours faithfully

*R.M. Emmanuel*

Ruth Emmanuel  
Direct line 01792 353556

Land Registry  
Swansea Office  
Ty Bryn Glas  
High Street  
Swansea SA1 1PW

DX 33700 Swansea 2

Tel 01792 458877  
Fax 01792 473236  
swansea.office  
@landregistry.gsi.gov.uk

www.landregistry.gov.uk



# Other Information

# Consumer Information

## Registered Firms under the HIP Code

### Important Protection

The Home Information Pack ("**HIP**") Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on information included within a HIP 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 the HIPs Manager, Optima Legal T: 08718 80 80 80 in the first instance, not to IPCAS.**

### IPCAS Contact Details:

T: 020 7520 3810  
E: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

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

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

This HIP has been prepared by Optima Legal.  
T: 08718 80 80 80





## Contact us



08718 80 88 82



[enquire@optimalegal.co.uk](mailto:enquire@optimalegal.co.uk)



[www.optimalegal.co.uk](http://www.optimalegal.co.uk)



Optima Legal is a trading name of Optima Legal Services Ltd, registered in England and Wales (registered number 05781608).

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