



**Legal Property
Matters**

Flat C Ness Court
82 Ness Road
Shoeburyness
SOUTHEND-ON-SEA
SS3 9DH

Home Information Pack

Home Information Pack Index

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82
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SS3 9DH

About this form:

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

PART 1 - General - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Index			
Property Information Questionnaire	18/05/2010	Included	
Energy Performance Certificate	18/05/2010	Included	
Predicted Energy Assessment		Not Applicable	
Sustainability information for newly built homes		Not Applicable	
Sale Statement	17/05/2010	Included	
Title information			
Official copy of the individual register (for registered properties only)	18/05/2010	Included	
Official copy of the title plan (for registered properties only)	18/05/2010	Included	
Certificate of official search of the index map (for unregistered properties only)		Not Applicable	
Documents provided by seller to prove title (for unregistered properties only)		Not Applicable	
Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession		Not Applicable	
Search Reports			
Local Authority and Local Land Charges	18/05/2010	Included	
	18/05/2010	Included	
Drainage and Water Enquiries	18/05/2010	Included	

Part 2 - Commonhold properties - Required Documents

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

Part 3 - Leasehold properties - Required Documents

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

PART 4 - Authorised Documents

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

Summary or explanation of any pack document		Not Applicable	
Information identifying the property including a description, photograph, map, plan or drawing of the property		Not Applicable	
Information identifying the persons involved in providing the pack document or information within a pack document		Not Applicable	
Additional relevant information		Not Applicable	



Property Information Questionnaire

Property Information Questionnaire

The information provided by the seller described below only **relates to the period during which the seller has owned the property.**

Property address	Flat C Ness Court, 82 Ness Road, Shoeburyness, SOUTHEND-ON-SEA, Essex, SS3 9DH
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Seller(s)	Mr Oliver Parsons
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Date this form is completed	18th May 2010
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Property Information Questionnaire

About this form

This form should be completed by the seller. The seller may be the owner or owners; a representative with the necessary authority to sell the property for an owner who has died; a representative with the necessary authority to sell the property for a living owner (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware that:

- Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.
- Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.
- If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.
- If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.

If you are an estate agent, you should be aware that:

- This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.
- The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

If you are the buyer, you should be aware that:

- The information contained in this document should have been completed truthfully and accurately by the seller. However, the information only relates to the period during which the seller has owned the property (see Question 1) and does not replace official documents or legal information and you should confirm any information with your conveyancer.

The seller must provide the information set out in Part 1 of this questionnaire.

Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

Property Information Questionnaire

PART 1: ALL PROPERTIES

1.	When was the property purchased (Month/Year)?	March 2010							
2.	Is your property a listed building or contained within a listed building?	Yes	No	Don't know					
3.	What Council tax band is the property in?	A	B	C	D	E	F	G	H
4.	What parking arrangements exist at your property?	<input type="checkbox"/> Garage <input checked="" type="checkbox"/> Allocated parking space <input type="checkbox"/> Driveway <input type="checkbox"/> On street <input type="checkbox"/> Resident permit <input type="checkbox"/> Metered parking <input type="checkbox"/> Shared parking <input type="checkbox"/> Other (specify):							
Other issues affecting the property									
5.	Has there been any damage to your property as a result of storm or fire since you have owned it? If "Yes", please give details:	Yes	No	Don't know					
6.	If you have answered "Yes" to Question 5, was the damage the subject of an insurance claim? (a) If "Yes", please state whether any of these claims are outstanding:	Yes	No	Don't know					
7.	Are you aware of any flooding at your property since you have owned it or before? (a) If "Yes", please give details:	Yes	No						

Property Information Questionnaire

<p>8. Have you checked the freely available flood risk data at the Environment Agency's website? www.environment-agency.gov.uk/flood</p> <p>(a) If "Yes", please give details:</p> <p>(b) If "No", the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.</p>	<p>Yes No Don't know</p>
<p>9. Has there been any treatment of or preventative work for dry rot, wet rot, or damp in the property since you have owned the property?</p> <p>(a) If "Yes", please give details of any guarantees relating to the work and who holds the guarantees:</p>	<p>Yes No Don't know</p>
<p>Utilities and Services</p>	
<p>10. Is there a central heating system in your property?</p> <p>(a) If "Yes", please give details of the type of central heating: (examples: gas-fired, oil fired, solid fuel, liquid petroleum gas)</p>	<p>Yes No Don't know</p> <p>Gas Fired</p>
<p>11. When was your central heating or other primary heating system last serviced?</p>	<p>Year:</p> <p><input type="checkbox"/> Report available</p> <p><input type="checkbox"/> Not serviced</p> <p><input checked="" type="checkbox"/> Don't know</p>
<p>12. When was the electrical wiring in your property last checked?</p>	<p>Year:</p> <p><input type="checkbox"/> Report available</p> <p><input type="checkbox"/> Not checked</p> <p><input checked="" type="checkbox"/> Don't know</p>

Property Information Questionnaire

<p>13. Please indicate which services are connected to your property:</p>	<p><input checked="" type="checkbox"/> Electricity</p> <p><input checked="" type="checkbox"/> Gas</p> <p><input checked="" type="checkbox"/> Water mains or private water supply</p> <p><input checked="" type="checkbox"/> Drainage to public sewer</p> <p>If not connected to a public sewer, please indicate whether there will be a cesspool or septic tank:</p> <p><input type="checkbox"/> Telephone</p> <p><input type="checkbox"/> Cable TV or satellite</p> <p><input type="checkbox"/> Broadband</p>
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Changes to the property

<p>14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?</p> <p>(a) If "Yes", please give details of the nature of the work:</p> <p>(b) Was building regulation approval obtained?</p> <p>(c) Was planning permission obtained?</p> <p>(d) Was listed building consent obtained?</p> <p>(e) If the response was "No" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme"):</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Yes</td> <td style="width: 33%; text-align: center;">No</td> <td style="width: 33%; text-align: center;">Don't know</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">Yes</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">No</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">Don't know</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">Yes</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">No</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">Don't know</td> </tr> <tr> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">Yes</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">No</td> <td style="border-top: 1px solid black; border-bottom: 1px solid black; text-align: center;">Don't know</td> </tr> </table>	Yes	No	Don't know	Yes	No	Don't know	Yes	No	Don't know	Yes	No	Don't know
Yes	No	Don't know											
Yes	No	Don't know											
Yes	No	Don't know											
Yes	No	Don't know											
<p>15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?</p> <p>(a) If "Yes", please give details of changes and guarantees, if held:</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Yes</td> <td style="width: 33%; text-align: center;">No</td> <td style="width: 33%; text-align: center;">Don't know</td> </tr> </table>	Yes	No	Don't know									
Yes	No	Don't know											

Property Information Questionnaire

Access			
16. Do you have right of access through any neighbouring homes, buildings or land? If "Yes", please give details:	Yes	No	Don't know
17. Does any other person have a right of access through your property? If "Yes", please give details:	Yes	No	Don't know
Leasehold properties			
18. Is your property a leasehold property? If "Yes", please complete Part 2 of this questionnaire. If "No", there is no need to complete Part 2 of this questionnaire.	Yes	No	

Property Information Questionnaire

PART 2: ADDITIONAL INFORMATION FOR LEASEHOLD PROPERTIES

Only complete this part if the property is a leasehold property.

If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.

Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

<p>19. What is the name of the person or organisation to whom you pay -</p> <p>(a) ground rent:</p> <p>(b) service charges (if different from Question (a) above):</p>	<p>Jakes Property Services</p>		
<p>20. How many years does your lease have left to run?</p>	<p>121 6 months</p>		
<p>21. How much is your current annual ground rent?</p>	<p>£250</p>		
<p>22. How much is your current annual service charge?</p>	<p>£643</p>		
<p>23. How much is your current annual buildings insurance premium (if not included in the service charge)?</p>	<p>£0</p>		
<p>24. Are you aware of any proposed or ongoing major works to this property?</p> <p>(a) If 'Yes', what type of works are they and what is the expected cost relating to this property (if known)?</p>	<p>Yes No</p>		
<p>25. Does the lease prevent you from:</p> <p>(a) sub-letting?</p> <p>(b) keeping pets?</p>	<p>Yes No Don't know</p> <p>Yes No Don't know</p>		
<p>26. Does the lease allow you to:</p> <p>(a) use a car park or space?</p> <p>(b) have access to a communal garden (where applicable)?</p>	<p>Yes No Don't know</p> <p>Yes No Don't know</p>		

Property Information Questionnaire

<p>27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in Question 25 are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?</p> <p>(a) If "Yes", please specify:</p>	<p>Yes</p>	<p>No</p>	<p>Don't know</p>
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EXPLANATORY NOTES TO NUMBER ITEMS

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company - you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.
20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.
21. This information will be found in the lease.
22. This information should be found on the previous year's service charge demands.
24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

Please note: All leaseholders should have their own copy of the lease although sometimes this is held by the mortgage lender or the conveyancer who handled the purchase. A copy can normally be obtained from the Land Registry - www.landregisteronline.gov.uk. It is unlikely that the managing agent will be able to provide a copy of the lease.

Declaration by the seller(s)/or other authorised body or person(s)

I/We confirm that the information in this form is true and correct to the best of my/our knowledge and belief.

Signature(s): Electronically signed by Oliver Parsons

Date: 18th May 2010



Legal Property
Matters

Energy Performance Certificate

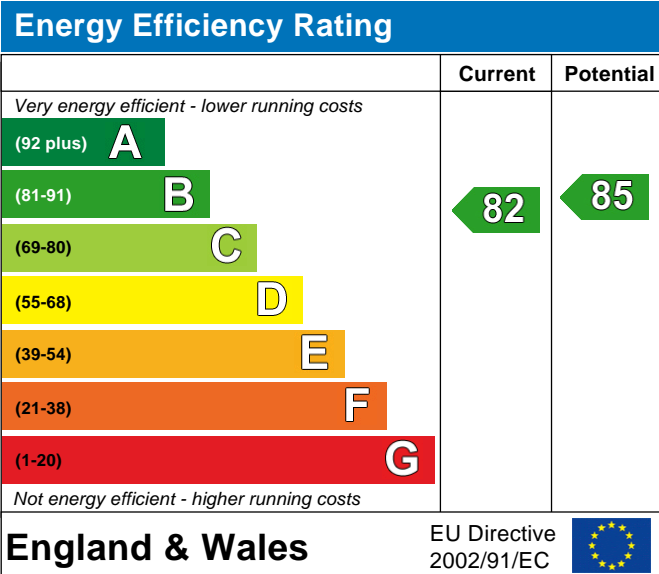
Energy Performance Certificate



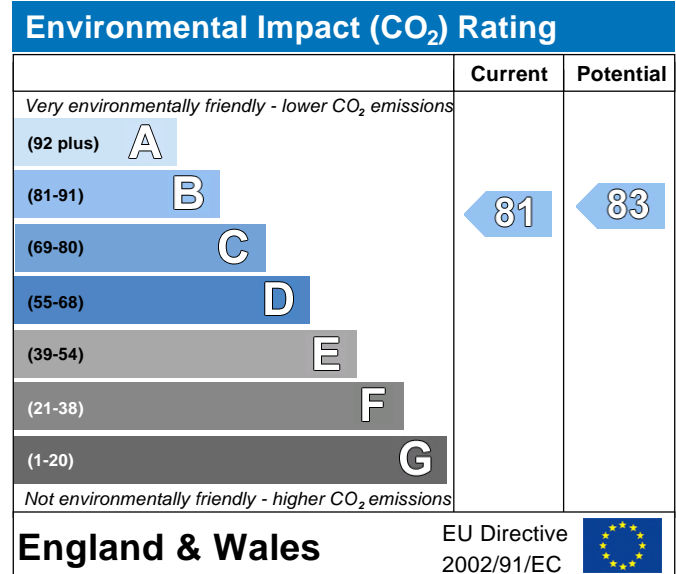
Flat C Ness Court, 82, Ness Road
Shoeburyness, SOUTHEND-ON-SEA
SS3 9DH

Dwelling type: Ground-floor flat
Date of assessment: 11 January 2010
Date of certificate: 11 January 2010
Reference number: 8250-6229-5520-1379-6996
Type of assessment: RdSAP, existing dwelling
Total floor area: 64 m²

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



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



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

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

	Current	Potential
Energy use	147 kWh/m ² per year	127 kWh/m ² per year
Carbon dioxide emissions	1.6 tonnes per year	1.4 tonnes per year
Lighting	£51 per year	£36 per year
Heating	£236 per year	£222 per year
Hot water	£93 per year	£82 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impacts of the fuels used for cooking or running appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will evolve.

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



Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendations report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

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 Northgate Information Solutions, 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: NGIS800183
Assessor's name: Martin Bourne
Company name/trading name: Countrywide Surveyors Ltd
Address: The Coach House, Lockington Hall, Lockington, Derby, DE74 2RH

Phone number: 0870 2244463
Fax number: 01908 224938
E-mail address: epcaudit@cwsurveyors.co.uk
Related party disclosure: No related party

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 <http://www.northgate-dea.co.uk/> together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce 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 Department for Communities and Local Government website at www.communities.gov.uk/epbd to:

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged - the Department is the controller of the data on the register for Data Protection Act 1998 purposes
- Learn more about energy efficiency and reducing energy consumption

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at www.epcregister.com

Recommended measures to improve this home's energy performance

Flat C Ness Court, 82, Ness Road Date of certificate: 11 January 2010
 Shoeburyness, SOUTHEND-ON-SEA Reference number: 8250-6229-5520-1379-6996
 SS3 9DH

Summary of this home's energy performance related features

The table below gives an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology against the following scale: Very poor / Poor / Average / Good / Very good. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	(another dwelling above)	-	-
Floor	Suspended, insulated (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, TRVs and bypass	Average	Average
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 57% of fixed outlets	Good	Good
Current energy efficiency rating		B 82	
Current environmental impact (CO₂) rating		B 81	

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	£13	B 83	B 81
Sub-total	£13		
Higher cost measures			
2 Replace boiler with Band A condensing boiler	£27	B 85	B 83
Total	£40		
Potential energy efficiency rating		B 85	
Potential environmental impact (CO₂) rating			B 83

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 (CO₂) emissions.

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

Higher cost measures (typically over £500 each)

2 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

About the further measures to achieve even higher standards

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 that you only heat the building when necessary.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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

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



Legal Property
Matters

Sale Statement

Sale statement for

Flat C Ness Court,
82 Ness Road,
Shoeburyness,
SOUTHEND-ON-SEA,
SS3 9DH

About this form:

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

Seller's check of this form

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

Statement

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl.maisonette) <input checked="" type="checkbox"/> 4 House (incl.bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input checked="" type="checkbox"/> 4 Freehold <input type="checkbox"/> Leasehold starting (or likely to start) from and with years left on the lease <input type="checkbox"/> Share of Freehold starting (or likely to start) from and with years left on the lease <input type="checkbox"/> Commonhold starting (or likely to start) from and with years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> 4 The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	Mr Oliver Parsons

<p>6. The capacity of the seller</p>	<p><input checked="" type="checkbox"/> 4 The owner or owners</p> <p><input type="checkbox"/> A Representative with the necessary authority to sell the property for an owner who has died</p> <p><input type="checkbox"/> A Representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)</p> <p><input type="checkbox"/> Other (please give details):</p> <div data-bbox="699 495 1329 723" style="background-color: #cccccc; height: 100px;"></div>
<p>7. The property is being sold:</p>	<p><input checked="" type="checkbox"/> 4 With vacant possession</p> <p><input type="checkbox"/> Section 171(2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:</p> <div data-bbox="699 913 1329 1142" style="background-color: #cccccc; height: 100px;"></div>



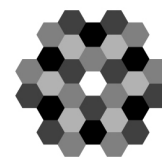
Legal Property
Matters

Official Copy of the Individual
Register (for registered properties
only)

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 EX811128

Edition date 13.08.2008

- This official copy shows the entries on the register of title on 08 Jan 2010 at 13:39:31.
- 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 08 Jan 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Peterborough Office.

A: Property Register

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

SOUTHEND-ON-SEA

- 1 (07.03.2008) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Flat C, Ness Court, 82 Ness Road, Shoeburyness, Southend-on-Sea (SS3 9DH).

NOTE: As to the part tinted blue on the title plan only the ground floor flat is included in the title.
- 2 (07.03.2008) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 14 February 2008
Term : 125 years from 1 January 2007
Parties : (1) Davenport Property Trading Limited (Lessor)
(2) Eunice Amoo (Lessee)
- 3 (07.03.2008) 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 Lease.
- 4 (07.03.2008) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.
- 5 (07.03.2008) The landlord's 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 number EX811128

B: Proprietorship Register continued

Title absolute

- 1 (07.03.2008) PROPRIETOR: EUNICE AMOO of 52 Pennethorne House, Wye Street, London SW11 2SH.
- 2 (07.03.2008) The price, other than rents, stated to have been paid on the grant of the lease was £191,500.
- 3 (07.03.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 14 February 2008 in favour of Mortgage Express referred to in the Charges Register.

C: Charges Register

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

- 1 (07.03.2008) By a Conveyance dated 14 March 1883 made between (1) Edward Cordrey and (2) George White the freehold estate in the land in this title together with other land was conveyed subject to the stipulations details of which are set out in the schedule of restrictive covenants hereto.
- 2 (07.03.2008) A Deed of Covenant dated 9 April 1938 made between (1) William Robert Eye and (2) London and Provincial Cinemas Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (07.03.2008) REGISTERED CHARGE dated 14 February 2008.
- 4 (19.05.2008) Proprietor: MORTGAGE EXPRESS (an unlimited company) (Co. Regn. No. 2405490) of P.O. Box 88, Croft Road, Crossflatts, Bingley, West Yorks BD16 2UA and of Bingley Operations Centre, Main Street, Bingley, West Yorks BD16 2LW.

Schedule of restrictive covenants

- 1 (07.03.2008) The following are details of the stipulations contained in the Conveyance dated 14 March 1883 referred to in the Charges Register:-
 1. EVERY house built upon the land hereby conveyed to be used as a private dwellinghouse only and no building shall be erected as a Workshop Warehouse or Factory and no trade or manufacture shall be carried on or upon the said premises hereby conveyed or any part thereof.
 2. NO house to be erected of less value than One hundred and fifty pounds.
 3.no building is to be erected on the ground between the building line and the roadways as shewn on the said plan except fences not more than five feet in height and no sand gravel clay or earth shall be raised from the said land except for the purpose of building thereon immediately after the same is so raised.

NOTE: The building line referred to was not shown on the plan supplied on first registration.
- 2 (07.03.2008) The following are details of the covenants contained in the Deed of Covenant dated 9 April 1938 referred to in the Charges Register:-

FOR the benefit of the benefit of the benefitted land and every part thereof into whosoever hands the same may come the Grantor hereby covenants with the Grantees as follows

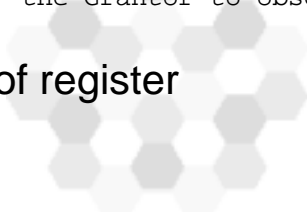
That no part of the burdened land or any buildings thereon shall be used for the purpose or business of a theatre cinema music hall (including variety turns) concert hall including in the foregoing the exhibition to the public of pictures or other optical effects provided that the Grantor shall not be personally liable in damages in respect of any breach of the said restriction after he has parted with all interest in the burdened land.

Title number EX811128

Schedule of restrictive covenants continued

2. WITHOUT prejudice to the covenant hereinbefore contained the Grantor hereby further covenants with the Grantees that every conveyance lease or tenancy licence or other disposition of the burdened land or any part thereof made by the Grantor after the date hereof (except a Mortgage or Charge) and including any disposition by a Mortgagee or Chargee shall contain a covenant by the purchaser lessee or tenant or other grantee with the Grantor to observe and perform the covenant hereinbefore contained.

End of register





Legal Property
Matters

Official Copy of the Title Plan (for
registered properties only)

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.

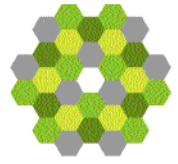
This official copy is issued on 08 January 2010 shows the state of this title plan on 08 January 2010 at 13:39:31. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

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



Land Registry Official copy of title plan

Title number **EX811128**
Ordnance Survey map reference **TQ9385SW**
Scale **1:1250**
Administrative area **SOUTHEND-ON-SEA**



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Legal Property
Matters

Local Authority and Local Land Charges



Search Report



Requested by:-
Search Choice Limited

Our Reference: **AMcK/X926027**
Your Reference: **7366489**
Report Prepared by: **AMcKeown**

Date: **15/01/2010**

REQUESTED FOR

Flat C Ness Court
82 Ness Road
Shoeburyness
Southend-on-Sea
SS3 9DH

Council: Southend-on-Sea Borough Council

Local Authority Code: 1590

Search: HIP Search – Land Charges Register and 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 : 01387085

INVOICE NUMBER : E20810582

Search of Local Land Charges Register

The Search requested above reveals 2 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	See Water Search
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



Search of Local Land Charges Register

Subjects **Flat C, Ness Court, 82, Ness Road, Shoeburyness, Southend-on-Sea, SS3 9DH.**
 Date of Search Report: **15/01/2010**
 Search Report No: **01387085**
 Search Report Prepared by: **AMcKeown**

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
SOS/03/00522/FUL. Town and Country Planning Act 1990 Section 69. Conditional planning consent issued for: Erect two storey block of 10 flats with roof accommodation, lay out 12 parking spaces and form vehicular access onto Avon Way, (amended proposal).	Southend-on-Sea Borough Council	Civic Centre Victoria Avenue Southend-on-Sea Essex SS2 6ER.	1/9/2004
SOS/01/00409/FUL. Town and Country Planning Act 1990 Section 69. Conditional planning consent issued for: Demolish petrol filling station and erect part single/part two storey building comprising shop (Class A1), office and four flats and lay out 10 parking spaces and servicing area at rear with access onto Avon Way.	Southend-on-Sea Borough Council	Civic Centre Victoria Avenue Southend-on-Sea Essex SS2 6ER.	9/4/2003

Local Search Enquiries

Subjects **Flat C, Ness Court, 82, Ness Road, Shoeburyness, Southend-on-Sea, SS3 9DH.**
 Date of Search Report: **15/01/2010**
 Search Report No: **01387085**
 Search Report Prepared by: **AMcKeown**

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 register 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	
SOS/98/0370	Remove canopy over petrol/diesel pump islands, erect raised canopy and widen vehicular access onto Avon Way.	Approved	18-Jun-1998	Planning	
01/01350/FUL	Erect part single/part two storey block of 10 flats with roof accommodation. Lay out parking spaces and form vehicular access onto Avon Way.	Appeal Refused	23-Jan-2003	Planning	
Section 1.1 (b) Listed Building Consents					None
Section 1.1 (c) Conservation Area Consents					None
Section 1.1 (d) Certificate of lawfulness of existing use or development					None
Section 1.1 (e) Certificate of lawfulness of proposed use or development					None
Section 1.1 (f) Building Regulations approvals					Yes
Application Number	Proposal	Decision	Decision Date	Application Type	
37059	Filling station.	Granted	4-Jul-1960	Building Regulation Approval	
BR8072	Alterations to petrol service station and garage forecourt installation.	Refused	24-Sep-1970	Building Regulation Approval	
BR8072/A	Amended proposal, alteration to service station and forecourt.	Refused	3-Dec-1970	Building Regulation Approval	
BR8072/B	Amended proposal, alterations to service station and forecourt.	Granted	23-Feb-1971	Building Regulation Approval	
BR10211	Installation of car wash.	Granted	14-Oct-1971	Building Regulation Approval	
B2369-87	Extension.	Refused	11-Jan-1988	Building Regulation Approval	
BC03-1405	Three storey block of 2-bedroom flats (10 in total).	Granted	16-Dec-2003	Building Regulation Approval	

Section 1.1 (g)	Building Regulations completion certificate	None
Section 1.1 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	None
Informative <i>The seller or developer should be asked to provide evidence of compliance with building regulations</i>		

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	
Southend-on-Sea Borough Local Plan	Adopted	March 1999
Local Plan Policy	Secondary Shopping Frontage (S5, S7, S9 & E3)	
Local Plan Policy	Borough Boundary	

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	
	Ness Road, Shoeburyness	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

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	See Water Search
--	-------------------------

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

Nearby Road Schemes

3.4. Is the property (or will it be) within 200 metres of any of the following?	No
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- (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

<p>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 -</p> <ul style="list-style-type: none"> (a) Permanent stopping up or diversion; (b) Waiting or loading restrictions (c) One way driving (d) Prohibition of driving (e) Pedestrianisation (f) Vehicle width or weight restrictions (g) Traffic calming works including road humps (h) Residents parking controls (i) Minor road widening or improvement (j) Pedestrian crossings (k) Cycle tracks; or (l) Bridge building? 	No
---	-----------

Outstanding Notices

<p>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-</p> <ul style="list-style-type: none"> (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? 	No
--	-----------

Contravention of Building Regulations

<p>3.8. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations</p>	No
---	-----------

Notices, Orders, Directions and Proceedings under Planning Acts

<p>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-</p>	
(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- 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?	No
---	----

Compulsory Purchase

3.11. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
---	----

Contaminated Land

<p>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-</p> <ul style="list-style-type: none"> a) A contaminated land notice; b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 - <ul style="list-style-type: none"> 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? 	<p>No</p>
---	------------------

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 Limited is a limited company registered in Scotland
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 **Southend-on-Sea Borough Council at Civic Centre, Victoria Avenue, Southend-on-Sea, Essex, SS2 6ER**. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date 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.

Definition of Search Terms

8. 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

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch .
10. 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.
11. 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.

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

Liability and Insurance

13.
 - . 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.
14. 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.
15. 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.
16. 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

17. OneSearch Direct is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

- Acknowledge your complaint within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt
- Liaise, at your request, with anyone acting formally on your behalf

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs); Tel: 01722 333306, email: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his decision.

Complaints should be sent to:

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) Limited
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:	AMcKeown
Local Authority Records Inspected by:	FSimpkins

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



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 re-enactment 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/07/09.

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? OneSearch Direct Limited is an appointed representative of First Title Insurance.. First Title's FSA Registration number is 202103. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

**Search Report Insurance Policy
Demands & Needs Statement and Suitability**

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.

We only deal with First Title Insurance plc for Search Report Insurance, Our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Corporation, a Fortune 500 company listed on the New York Stock Exchange and the world's leading provider of title information and property related services.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.

Form No SRIP 07/09

SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct Limited

Policy Number : 60-029-000000

1. Definitions

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 re-enactment of them in force at the Policy Date.
- 1.10 **"Insured"** means all or any of:
- 1.10.1 a Buyer
- 1.10.2 a Potential Buyer
- 1.10.3 a Seller
- 1.10.4 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 Limited 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 re-enactment 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.
- 2.3 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 a 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 07/09
- 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,
- or
- 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 07/09 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 OneSearch Direct Limited, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow, G3 8EP, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the 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 firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual 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 TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme
 Beckett House
 4 Bridge Street
 Salisbury
 Wiltshire SP1 2LX
 Tel: 01722 333306
 Fax: 01722 332296
 Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

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



Legal Property
Matters

Drainage and Water Enquiries



Order Reference:B671185-1
Produced on:11 January 2010

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations 2007

The information in this document refers to:

Flat C
 Ness Court 82 Ness Rd
 SHOEBURYNNESS
 Southend-on-Sea
 SS3 9DH

This document was produced by:

Geodesys
 PO Box 485
 Huntingdon
 PE29 6YB

This document was ordered by:

Search Choice
 200 DELTA BUSINESS PARK
 SWINDON
 WILTSHIRE
 SN5 7XP

Customer reference: 7366488

For any queries relating to this report please contact our customer services team on 01480 323889, quoting order reference: B671185-1.

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

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

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



4001962
 Anglian Water Services Limited trading as **GEODESYS**
 Registered Office: Anglian House, Ambury Road, Huntingdon, Cambs, PE29 3NZ
 Company Registration Number: 2366656

Spencer House, Spitfire Close, Ermine Business Park
 Huntingdon, Cambridgeshire, PE29 6XY
 DX 123730 Huntingdon 6
 Tel: +44 (0) 1480 323889
 Fax: +44 (0) 1480 323890
www.geodesys.com



working on behalf of the water industry towards a sustainable future

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

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

Water UK: Residential Drainage and Water Search Complaint Procedure

As a minimum standard, Geodesys:

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

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

Question 1 Interpretation of Drainage and Water Search

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

Question 2 Enquiries and Responses

Answer This drainage and water search for Flat C, Ness Court 82 Ness Rd, SHOEBURYNESS, Southend-on-Sea, SS3 9DH complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Sharon Bish (Anglian Water Services Ltd. T/A Geodesys) and Stuart Woods (Essex & Suffolk Water) who have no, nor are likely to have, any personal or business relationship with any person involved in the sale of the property.

The report was completed by Sharon Bish (Anglian Water Services Ltd. T/A Geodesys) and Stuart Woods (Essex & Suffolk Water) who have no, nor are likely to have, any personal or business relationship with any person involved in the sale of the property.

This was requested on 08 January 2010 and completed on 11 January 2010

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

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

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

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

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

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

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

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

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

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

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

Informative Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
The property owner will normally have sole responsibility for private drains serving the property. Responsibility may be shared with other users if the property is served by a private sewer which also serves other properties. Sewers may pass through land outside the control of the seller, therefore the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
In some cases, water company records do not distinguish between foul and surface water connections to the public sewerage system.
If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company tel: 0800 169 3271.
If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

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

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

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

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

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

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

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

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

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

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

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

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

Informative The map of the waterworks has been supplied by:
Essex & Suffolk Water
PO Box 292
Durham DH1 9TX
Tel: 0845 782 0111
www.eswater.co.uk
The 'water mains' in this context are those which are vested in and maintainable by the water company under statute. Assets other than public water mains may be shown on the plan, for information only. Water companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. The enclosed extract of the public water main record shows known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network. Essex & Suffolk Water is a trading name of Northumbrian Water Limited (a company registered in England under no. 2366703 whose registered office is at Head Office, Abbey Road, Pity Me, Durham, DH1 9ZR).

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

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

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

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

Answer	<p>Anglian Water Services Ltd PO Box 770 Lincoln LN5 7WX Tel: 08457 145 145 www.anglianwater.co.uk</p> <p>is the sewerage undertaker for the area.</p>	<p>Essex & Suffolk Water PO Box 292 Durham DH1 9TX Tel: 0845 782 0111 www.eswater.co.uk</p> <p>is the water undertaker for the area.</p>
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Informative Essex & Suffolk Water is a trading name of Northumbrian Water Limited (a company registered in England under No. 2366703 whose registered office is at Head Office, Abbey Road, Pity Me, Durham DH1 9ZR).

Question 13 Is the property connected to mains water supply?

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

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

Answer The map of waterworks is provided by Essex & Suffolk Water, PO Box 292, Durham DH1 9TX, Tel: 0845 782 0111, www.eswater.co.uk does not indicate any water mains, resource mains or discharge pipes within the boundaries of the property.

Informative The boundary of the property has been determined by reference to the Ordnance Survey record. The map of waterworks has been supplied by Essex & Suffolk Water of PO Box 292, Durham, DH1 9TX.

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

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

The meter serial number is: Not Available
The property reference number is: 0079681506

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

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

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

Informative Water and Sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request.
The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: watering the garden, other than by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
Where charges are levied to a third party, the occupier needs to contact the vendor to confirm charging arrangements.

Question 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property at £35.00 for each financial year.

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

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

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

Question 19 Who bills the property for sewerage services?

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

Question 20 Who bills the property for water services?

Answer The property is billed for water services by:
 Essex & Suffolk Water
 PO Box 292
 Durham DH1 9TX
 Tel: 0845 782 0111
 www.eswater.co.uk

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Answer The analysis records confirmed that tests failed to meet the standards prescribed by the 2000 Regulations or the 2001 Regulations in relation to another substance or substances and these are: 1 of 180 tests failed to meet the standard for E-Coli.

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

Samples are taken from a random selection of addresses within a water supply zone and the results of these samples represent the zonal performance. Water Quality zones are allowed to have a population equivalent of up to 100,000 (approx. 40,000 properties) and can cover large geographical areas. There is only a small possibility that the results of samples reported were taken from the property in question.

Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. Water quality is normally tested at the tap used for domestic consumption, usually the kitchen. However, the owner/occupier is responsible for any deterioration in water quality that is a result of the supply pipe and the plumbing within the property and results in the standards not being met.

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

The water company undertakes a monitoring programme to establish water quality that includes random sampling from properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the supply pipe and the plumbing within the property.

The data collected by the company is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operations can be examined.

If you require further advice regarding these failures please contact Essex & Suffolk Water's Contact Centre on 0845 782 0999.

Question 24 Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

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

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

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

Answer The nearest sewage treatment works is 5.5 kilometres North West of the property. The name of the sewage treatment works is SOUTHEND STW, which is the responsibility of Anglian Water.

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

APPENDIX 1

GENERAL INTERPRETATION

(1) In this Schedule-

- "the 1991 Act" means the Water Industry Act 1991(a);
 "the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);
 "the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);
 "adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);
 "bond" means a surety granted by a developer who is a party to an adoption agreement;
 "bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;
 "calendar year" means the twelve months ending with 31st December;
 "discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;
 "disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-
 (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
 (b) is not a public sewer;
 "drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;
 "effluent" means any liquid, including particles of matter and other substances in suspension in the liquid;
 "financial year" means the twelve months ending with 31st March;
 "lateral drain" means-
 (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
 (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);
 "licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);
 "maintenance period" means the period so specified in an adoption agreement as a period of time-
 (a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
 (b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;
 "map of waterworks" means the map made available under section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);
 "private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;
 "public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker-
 (a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
 (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);
 (c) under Section 179 of the 1991 Act (k); or
 (d) otherwise;
 "public sewer map" means the map made available under Section 199(5) of the 1991 Act (l);
 "resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of-
 (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
 (b) giving or taking a supply of water in bulk;
 "sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;
 "Sewerage Undertaker" means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;
 "surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;
 "water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;
 "water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;
 "water supplier" means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;
 "water supply zone" means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and
 "Water Undertaker" means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

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

DRAINAGE & WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

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

Definitions

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

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

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

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

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

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

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

Agreement

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

The Report

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

Liability

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

Copyright and Confidentiality

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

Payment

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

General

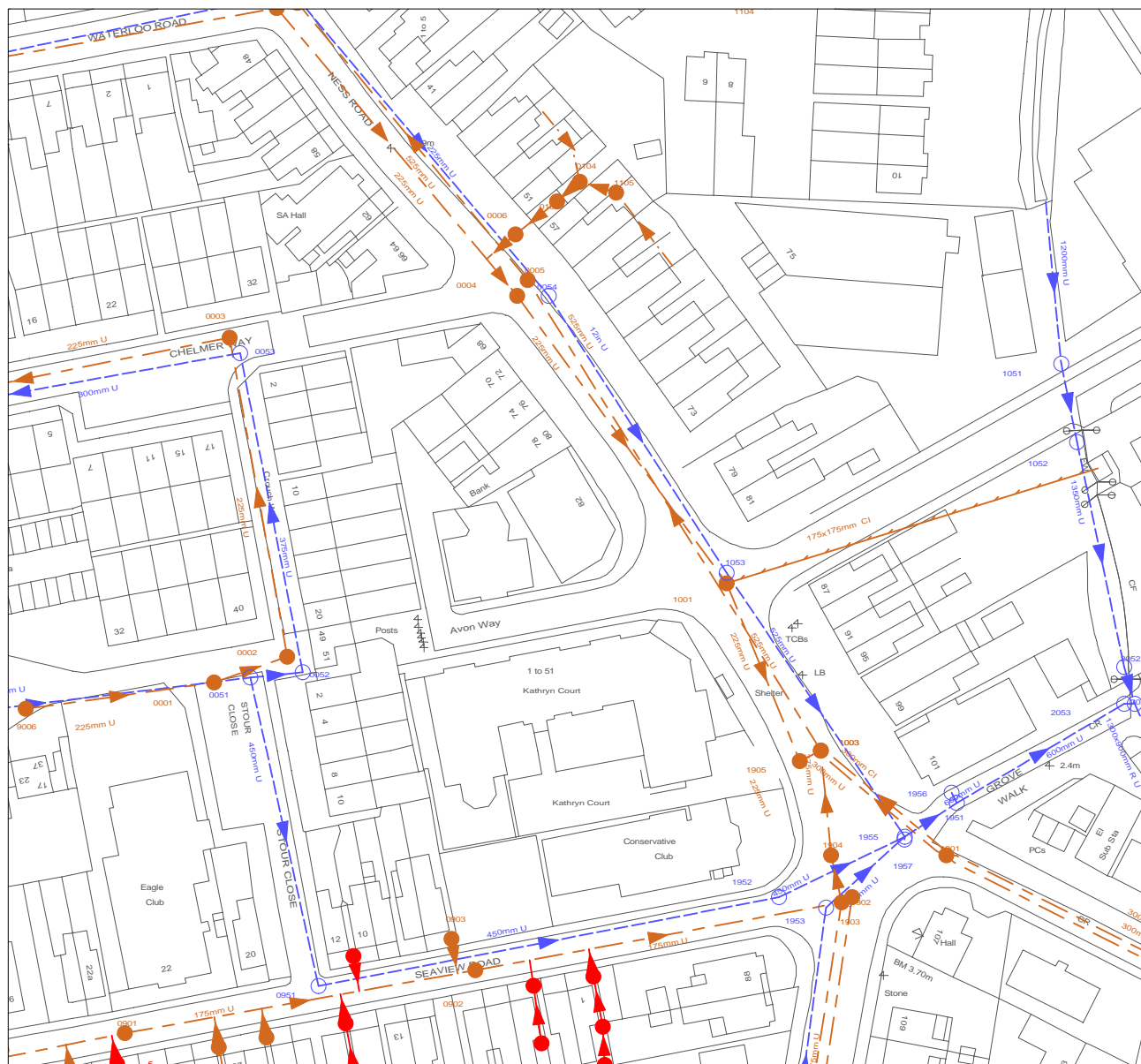
- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all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



Distribution Main	Private Main	Reference No: B671185-1
Raw Water Main	Out of Commission Main	
Trunk Main	Abandoned Asbestos Main	
Proposed Main	Abandoned Main	

Author : XWOODS Date : 11-01-2010
 Title : WATER - '905907' Sheet: TQ9385SW
 Centre Point : 593097,185043 Scale : 1:1250


The material contained on this plot has been reproduced from an Ordnance Survey map with permission of the controller of H.M.S.O. Crown Copyright Reserved. Licence No. WV299022
 The information shown on this plan should be regarded as approximate and is intended for guidance only. No liability of any kind whatsoever is accepted by Essex & Suffolk Water, its servants or agents for any omission. The actual position of any mains shown on the plan must be established by taking trial holes in all cases. Essex & Suffolk Water must be given two working days notice of their intention to excavate trial holes.
 Private connections are not shown but their presence should be anticipated.
WARNING. Where indicated on the plan there could be abandoned asbestos cement materials or shards of pipe. If excavating in the vicinity of these abandoned asbestos cement materials, the appropriate Health & Safety precautions should be taken. Essex & Suffolk Water accepts no liability in respect of claims, costs, losses or other liabilities which arise as the result of the presence of the pipes or any failure to take adequate precautions.
 Emergency Telephone Number: 0845 782 0999



0 50 100 150 Metres

Map Centre 593096, 185040

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



PO BOX 485, Huntingdon, PE29 6YB
DX123730 Huntingdon 6

Title: B671185-1

Scale: 1:1250

Date: 08/01/2010 14:30

Code: This plan must be used in conjunction with the search results attached.
 The information shown on this drawing is based on the data currently recorded but the position must be regarded as approximate. Service pipes, private sewers and drains are not generally shown. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever is accepted for any error or omission. This information is valid for the date printed.
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