

HOME INFORMATION PACK

**46 Homefirs House  
Wembley Park Drive  
Wembley  
HA9 8HN**

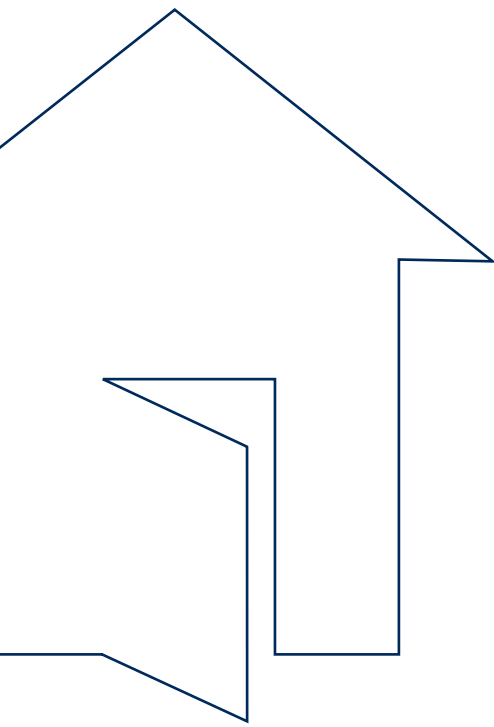
DEBENHAMS•OTTAWAY  
SOLICITORS

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Compliance Board as a subscriber to the  
Search and HIP Codes.



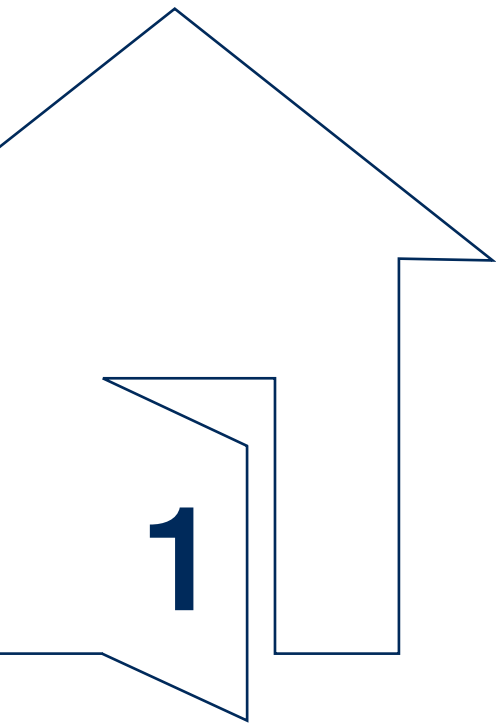
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3. Sale Statement
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# Index



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**46 HOMEFIRS HOUSE  
WEMBLEY PARK DRIVE  
WEMBLEY  
HA9 8HN**

**Required Documents**

| Home Information Pack document  | Date of document | (Inc.) - Included<br>(N/I) - Not Included<br>(N/A) – Not Applicable                                      | Further information/details of steps being taken to obtain documents not included |
|---|------------------|--|---|
| 1. Index  | 16/10/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 2. Energy Performance Certificate and Home Condition Report where applicable  | 15/10/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 3. Sale Statement   | 16/10/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| <b>4. Title &amp; Lease Information (as applicable)</b>   |                  |  |   |
| 4.1 Land Registry individual Register   | 26/09/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.2 Land Registry title plan  | 26/09/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.3 Official search of Land Registry index map  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 4.4 Deduction of title documents  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 4.5 The lease or proposed lease if a new property   | 22/07/1988       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.6 Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| <b>5. Search Reports</b>  |                  |  |   |
| 5.1 Local land charges & local enquiries  | 30/09/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 5.2 Optional/ additional local enquiries  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 5.3 Water and drainage enquiries  | 30/09/2008       | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |

## Authorised Documents

| Home Information Pack document  | Date of document | Further Information |
|---|------------------|---------------------|
| Please list any authorised documents that have been included relevant to this property below: |                  |                     |
| 1.  |                  |                     |
| 2.  |                  |                     |
| 3.  |                  |                     |
| 4.  |                  |                     |
| 5.  |                  |                     |
| 6.  |                  |                     |
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| 16.   |                  |                     |

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# Energy Performance Certificate/Home Condition Report



**HIPcode**

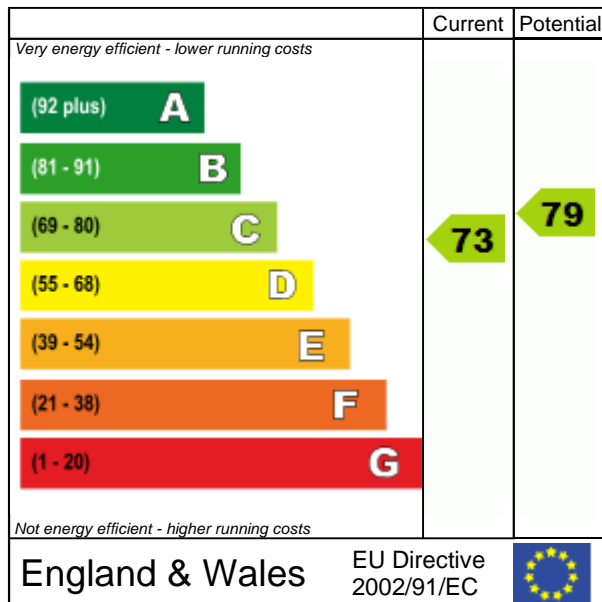
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Flat 46 Homefirs House  
Wembley Park Drive  
WEMBLEY  
HA9 8HN

Dwelling type: Top floor flat  
Date of assessment: 15 October 2008  
Date of certificate: 15 October 2008  
Reference number: 9158-2958-6240-5028-5050  
Total floor area: 43 m<sup>2</sup>

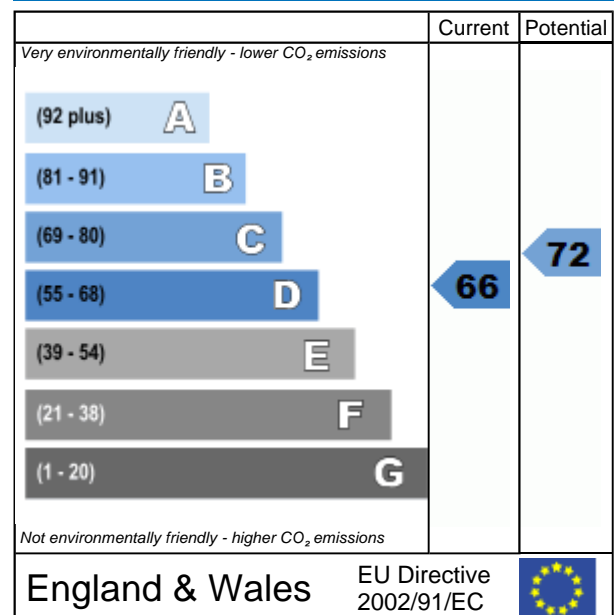
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.

## Energy Efficiency Rating



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

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



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

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

|                          | Current                         | Potential                       |
|--------------------------|---------------------------------|---------------------------------|
| Energy use               | 342 kWh/m <sup>2</sup> per year | 284 kWh/m <sup>2</sup> per year |
| Carbon dioxide emissions | 2.2 tonnes per year             | 1.9 tonnes per year             |
| Lighting                 | £35 per year                    | £22 per year                    |
| Heating                  | £184 per year                   | £136 per year                   |
| Hot water                | £102 per year                   | £102 per year                   |

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

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



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

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

## About this document

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

Assessor's accreditation number: NHER003459  
Assessor's name: Mr Trevor Grover  
Company name/trading name: Trevor Grover  
Address: 12 Gumleigh Road, Ealing, London, W5 4UX  
Phone number: 020 8932 8845  
Fax number:  
E-mail address: trevorgrover@btinternet.com

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

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

## About the building's performance ratings

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

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

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

## About the impact of buildings on the environment

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

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

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

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



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

Flat 46 Homefirs House  
Wembley Park Drive  
WEMBLEY  
HA9 8HN

Date of certificate: 15 October 2008  
Reference number: 9158-2958-6240-5028-5050

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

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

| Element   | Description                                 | Current performance |               |
|---|---|---------------------|---------------|
|   |   | Energy Efficiency   | Environmental |
| Walls   | Cavity wall, as built, insulated (assumed)  | Good                | Good          |
| Roofs   | Pitched, 100mm loft insulation              | Average             | Average       |
| Floor   | (other premises below)                      | -                   | -             |
| Windows   | Fully double glazed                         | Average             | Average       |
| Main heating  | Electric storage heaters                    | Poor                | Very poor     |
| Main heating controls                                       | Manual charge control                       | Poor                | Poor          |
| Secondary heating   | Portable electric heaters                   | -                   | -             |
| Hot water   | Electric immersion, off-peak                | Poor                | Poor          |
| Lighting  | Low energy lighting in 43% of fixed outlets | Average             | Average       |
| <b>Current energy efficiency rating</b>                     |   | <b>C 73</b>         |               |
| <b>Current environmental impact (CO<sub>2</sub>) rating</b> |   | <b>D 66</b>         |               |

### 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<br>(up to £500)                           | Typical savings<br>per year | Performance ratings after improvements |                      |
|---|-----------------------------|--|----------------------|
|   |                             | Energy efficiency                      | Environmental impact |
| 1 Increase loft insulation to 270mm                           | £33                         | C 76                                   | C 70                 |
| 2 Low energy lighting for all fixed outlets                   | £9                          | C 77                                   | C 71                 |
| Sub-total   | £42                         |  |                      |
| <b>Higher cost measures</b>                                   |                             |  |                      |
| 3 Fan-assisted storage heaters                                | £18                         | C 79                                   | C 72                 |
| Total   | £60                         |  |                      |
| <b>Potential energy efficiency rating</b>                     |                             | <b>C 79</b>                            |                      |
| <b>Potential environmental impact (CO<sub>2</sub>) rating</b> |                             |  | <b>C 72</b>          |

## Further measures to achieve even higher standards

None

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

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

Loft insulation laid in the loft space or between roof rafters to a depth of at least 270 mm will significantly reduce heat loss through the roof; this will improve levels of comfort, reduce energy use and lower fuel bills. Insulation should not be placed below any cold water storage tank, any such tank should also be insulated on its sides and top, and there should be boarding on battens over the insulation to provide safe access between the loft hatch and the cold water tank. The insulation can be installed by professional contractors but also by a capable DIY enthusiast. Loose granules may be used instead of insulation quilt; this form of loft insulation can be blown into place and can be useful where access is difficult. The loft space must have adequate ventilation to prevent dampness; seek advice about this if unsure. Further information about loft insulation and details of local contractors can be obtained from the National Insulation Association ([www.nationalinsulationassociation.org.uk](http://www.nationalinsulationassociation.org.uk)).

#### 2 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)

#### 3 Fan assisted storage heaters

Modern storage heaters are smaller and easier to control than the older type in the property. Ask for a quotation for new, fan-assisted heaters with automatic charge control. As installations should be in accordance with the current regulations covering electrical wiring, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options which might also include switching to other forms of electric heating.

## 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 CO<sub>2</sub> 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.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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<sup>1</sup> 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.



3

# Sale Statement



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## Sale Statement

**46 HOMEFIRS HOUSE  
WEMBLEY PARK DRIVE  
WEMBLEY  
HA9 8HN**

|   |  |
|---|--|
| 1. Is the property a flat or a house?                       | <input checked="" type="checkbox"/> Flat (incl. maisonette) <b>or</b><br><input checked="" type="checkbox"/> House (incl. bungalow)  |
| 2. If it is a flat, what type of building is it in?         | <input type="checkbox"/> Purpose built block<br><input type="checkbox"/> Converted house <b>or</b><br><input type="checkbox"/> Conversion of commercial premises   |
| 3. The property is (or will be):                            | <input type="checkbox"/> Freehold<br><input type="checkbox"/> Commonhold<br><input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 01/08/1987 for 125 years  |
| 4. The title to the interest in the property being sold is: | <input checked="" type="checkbox"/> Registered at Land Registry<br><input type="checkbox"/> Unregistered   |
| 5a. Who is selling the property?                            | Name of Seller(s) EVELYN MARY CRANFIELD  |
| 5b. Capacity in which they are selling :                    | <input checked="" type="checkbox"/> The owner or owners<br><input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died<br><input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)<br><input type="checkbox"/> Other (please give details): |
| 5. The property is being sold:                              | <input checked="" type="checkbox"/> With vacant possession<br><input type="checkbox"/> Subject to occupation where one or more properties in a sub-divided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)   |

Date: 16/10/2008



4

# Title Information including Leasehold/ Commonhold (as applicable)

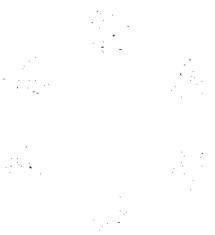
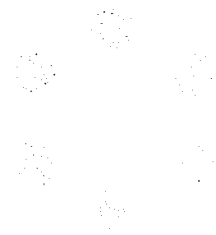
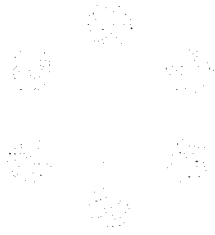


**HIPcode**

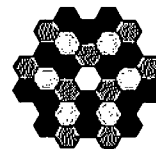
PSG is registered with the Property Codes  
Compliance Board as a subscriber to the  
Search and HIP Codes.

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 NGL624684 Edition date 13.03.2006

- This official copy shows the entries on the register of title on 26 Sep 2008 at 11:37:30.
- 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 26 Sep 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Swansea Office.

## A: Property Register

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

### BRENT

- 1 (18.10.1988) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 46, Homefirs House, Wembley Park Drive, Wembley (HA9 8HN).

NOTE: Only the second floor flat is included in the title.

- 2 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 22 July 1988  
Term : 125 years from 1 August 1987  
Rent : £225 (subject to review) and additional rent  
Parties : (1) McCarthy & Stone (Developments) Limited  
(2) George Thomas Macklin and Gwenllian Macklin
- 3 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 The lessor's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Title number NGL624684

## B: Proprietorship Register

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

### Title absolute

- 1 (30.11.1998) PROPRIETOR: EVELYN MARY CRANFIELD of Flat 46, Homefirs House, Wembley Park Drive, Wembley, Middx HA9 8HN.

## C: Charges Register

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

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 30 November 1908 made between (1) The Metropolitan Railway Company (Mortgagees) (2) The Wembley Park Estate Company Limited (Company) and (3) The Middlesex Building Company Limited (the Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land in this title is subject to the following rights reserved by the Conveyance dated 30 November 1908 referred to above:-  
  
"Nevertheless reserved unto the company their successors and assigns  
.....  
full right and liberty to build upon or develop all or any part or parts of the remaining hereditaments forming part of the said Wembley Park Estate in such manner as they might think fit (but subject to the covenants on the part of the Company thereafter contained) and so that the Purchasers should not acquire as against the Company any rights to light or other easements which might prejudice or hinder any such development of building."  
  
3 An Agreement affecting the freehold estate in the land in this title and other land dated 9 July 1986 made between (1) The Mayor and Burgesses of The London Borough of Brent and (2) McCarthy and Stone (Developments) Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 30 November 1908 referred to in the Charges Register:-

AND the Purchasers for themselves their successors and assigns hereby covenant with the company and also as a separate covenant with the Mortgagees that the Purchasers their successors and assigns will at all times hereafter observe and perform or cause to be observed and performed the stipulations and regulations in relation to the said hereditaments hereby conveyed set forth in the 2nd Schedule hereto.

### THE SECOND SCHEDULE above referred to

1. To forthwith erect and forever after maintain a good and sufficient 6 feet close oak paling fence at the rear of the several pieces of land conveyed by the above written Indenture and a post and rail fence on the side or sides thereof to divide the same from the adjoining property of the Company and not to commence any building or other operation until such fences shall be erected as aforesaid.
2. Forthwith to submit to the Company for their approval detailed plans and drawings of the houses and other buildings if any proposed to be erected on the lands so conveyed and when and so soon as the same shall with or without modification or alteration be approved by the Company forthwith to proceed to erect and with all reasonable despatch complete on the said lands houses or other buildings in accordance with the said plans and drawings but subject to any modifications or alterations which may be reasonably required by the Company before approving the same.
3. Not to erect upon any part of the lands so conveyed as aforesaid except

## Schedule of restrictive covenants continued

upon such part thereof as is coloured and hatched red on the plan any shop or carry on or permit to be carried on upon the lands so conveyed or on any part thereof whatsoever any offensive noisy or dangerous trade or business nor use or permit the same to be used as and for a Theatre, Music Hall place or entertainment Hotel Beer house or other licensed premises but so that nothing herein contained shall prevent on shop plots the sale in bottles of wine spirits ales and stout or malt or exciseable liquor of any kind by a Wine and Spirit Merchant or in conjunction with the business of a grocer provision merchant or confectioner.

4. No building is to be erected on any part of the said land other than the said land coloured and hatched red on the plan except private or professional dwellinghouses with or without stables offices and outbuildings and no building whatsoever erected thereon other than on the said land coloured and hatched red shall at any time be used except for the purpose last aforesaid nor as to any building erected on any part of the land as a place for the reception of lunatics or other patients. Every shop or dwellinghouse to be erected shall be of a clear annual value of at least £50.

NOTE 1: The fences referred to in paragraph 1 of the Schedule do not affect the land in this title

NOTE 2: The land in this title falls within the part coloured but not hatched red.

2 The following are details of the covenants contained in the Agreement dated 9 July 1986 referred to in the Charges Register:-

THE Developer hereby agrees declares and covenants with the Council as follows:-

(a) That the Developer shall observe and perform the obligations and covenants set out in the Third Schedule hereto

(b) That the said property shall for ever hereafter be permanently subject to the restrictions and provisions regulating the said development

(c) To carry out the said development in strict conformity with the said plans specifications and particulars and to use the said property and all buildings to be erected thereon in strict accordance with the terms of this Agreement and not otherwise

THE THIRD SCHEDULE above referred to

(Set out particulars of the covenants and conditions)

That the development described in the Second Schedule hereto including the garden grounds surrounding the same the lift and the communal rooms thereof shall at all times hereafter be managed and maintained only by the Developer or a Housing Association or such other similar body or organisation as may be first approved in writing by the Council

Not to permit at any time hereafter the occupancy of the dwelling units or any of them comprised in the said development to be occupied other than by persons of at least sixty years of age provided always that the provisions of this Clause shall be satisfied where in relation to any individual dwelling unit at least one of the occupants of the dwelling unit is over the age of 60 years and provided that in the case of any dwelling unit which shall be occupied by a warden or assistant warden employed within the development such age limit shall not apply.

End of register

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from Land Registry.

This official copy is issued on 26 September 2008 shows the state of this title plan on 26 September 2008 at 11:37:30. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

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

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# H.M. LAND REGISTRY

TITLE NUMBER

## NGL 624684

ORDNANCE SURVEY  
PLAN REFERENCE

COUNTY SHEET  
GREATER LONDON

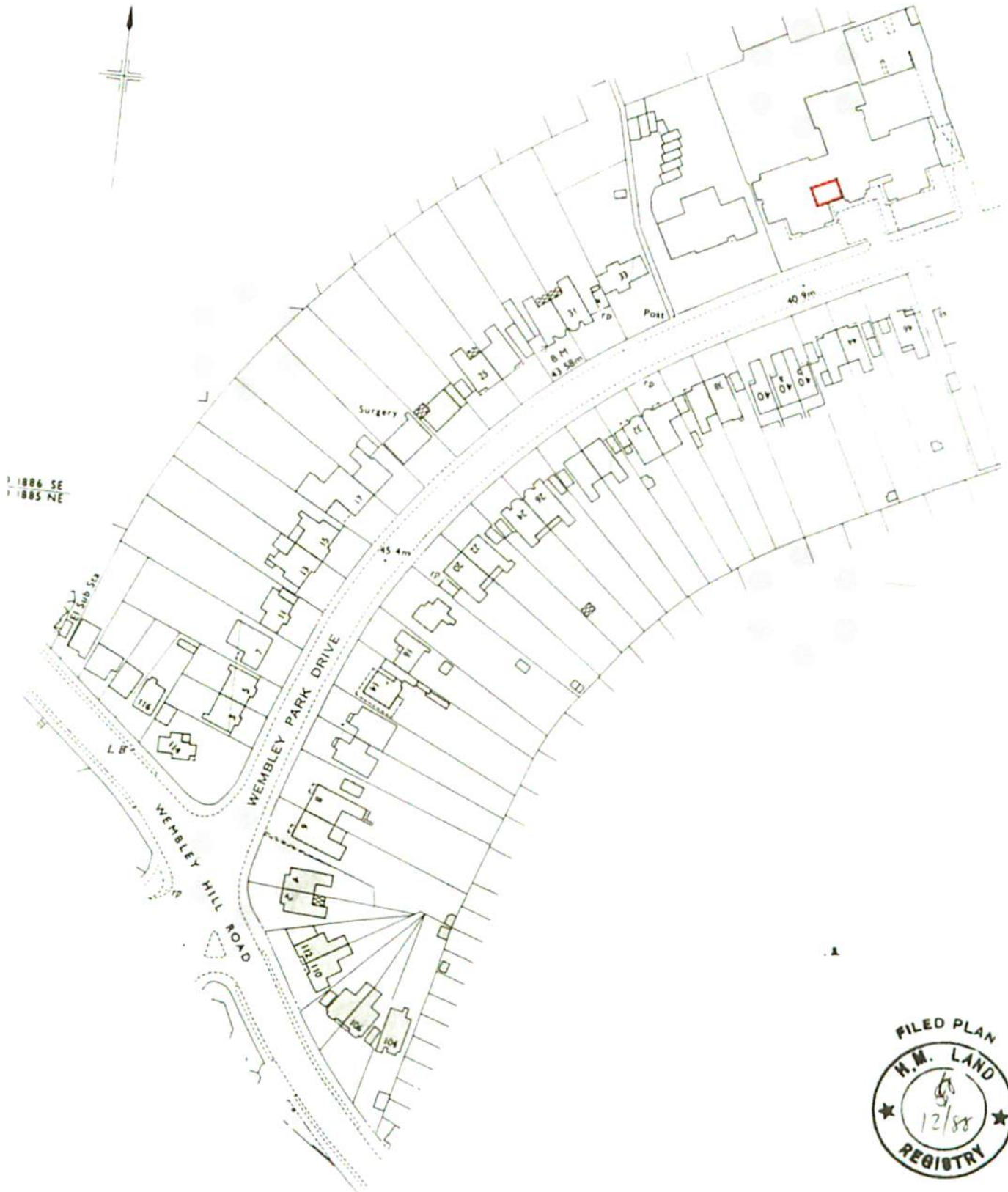
NATIONAL GRID  
TQ 1886

SECTION  
U

Scale: 1:1250

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BOROUGH OF BRENT



WE HEREBY CERTIFY THIS  
A TRUE COPY OF THE ORIGINAL.

Whitley Hughes & Linscombe  
12<sup>th</sup> October 1988

*[Faint, illegible handwritten text]*

L E A S E

HOMEFIRS HOUSE  
WEMBLEY PARK DRIVE  
WEMBLEY  
MIDDLESEX

*A91601*

Land Registry  
Official Copy

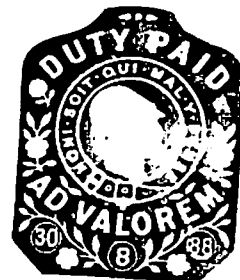
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McCarthy & Stone (Developments) Ltd.

INLAND REVENUE 1  
17. AUG. 1988 H.M. LAND REGISTRY  
PRODUCED  
LAND REGISTRATION ACTS 1925 TO 1986

LEASE OF PART

COUNTY AND DISTRICT LONDON BOROUGH OF BRENT, MIDDX  
TITLE NUMBER NGL545347  
PROPERTY HOMEFIRS HOUSE  
WEMBLEY PARK DRIVE  
WEMBLEY



THIS LEASE is made the 22nd day of

July One thousand nine hundred and eighty-eight

BETWEEN MCCARTHY AND STONE (DEVELOPMENTS) LIMITED

whose registered office is situate at Queensway House 11

Queensway New Milton in Hampshire (hereinafter called "the

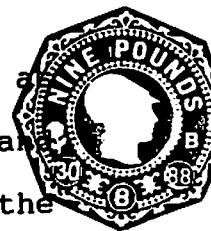
Lessor") of the one part and George Thomas Macklin and

Gwenllian Macklin both of 102a Braemar Avenue Neasden London

(hereinafter called "the Tenant") of the other part

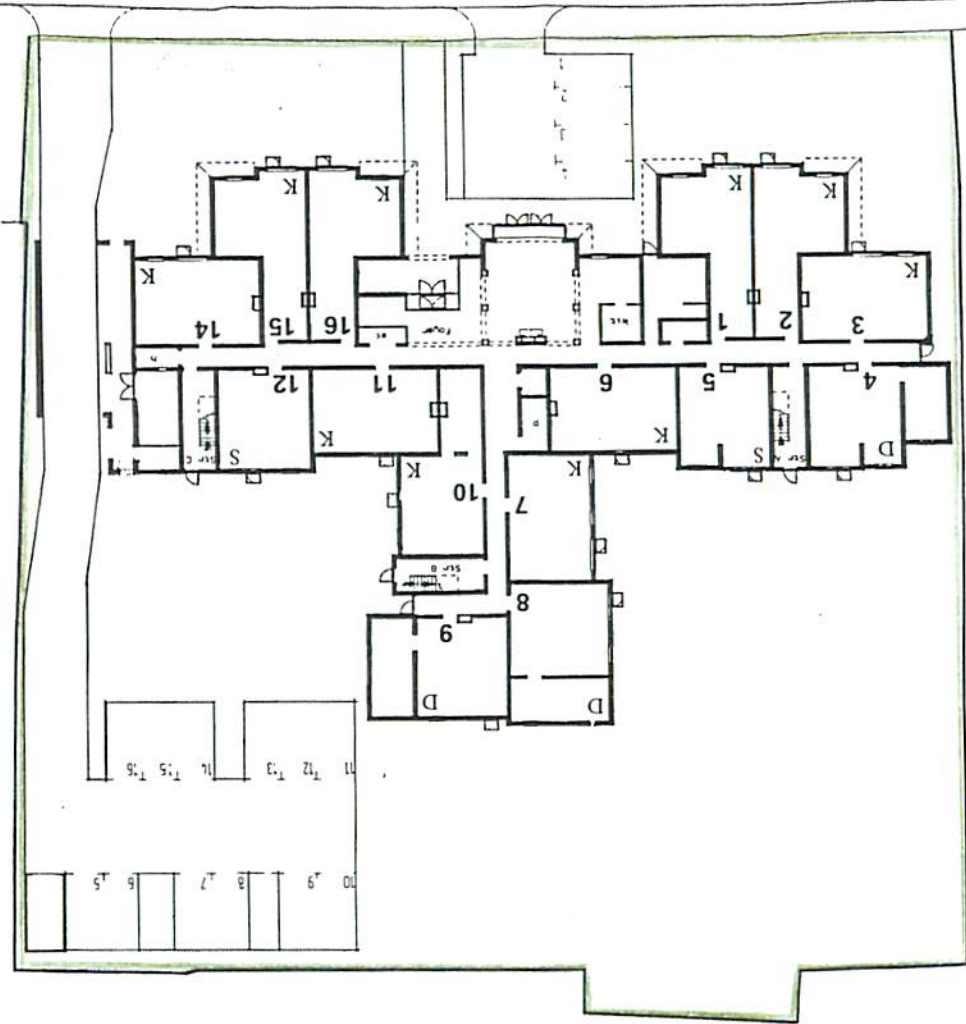
WHEREAS:-

(1) The Lessor is registered at H.M. Land Registry as proprietor with absolute freehold title of the land comprised in Title Number NGL545347 TOGETHER WITH the building (hereinafter called "the Building") erected thereon and known or intended to be known as Homefirs House, Wembley Park Drive, Wembley comprising 48 flats together with Warden's flat a community room a guest room and other communal facilities all which property is shown on the Plan annexed hereto and thereon edged green and which property is hereinafter referred to as "the Estate"





# Homefirs House



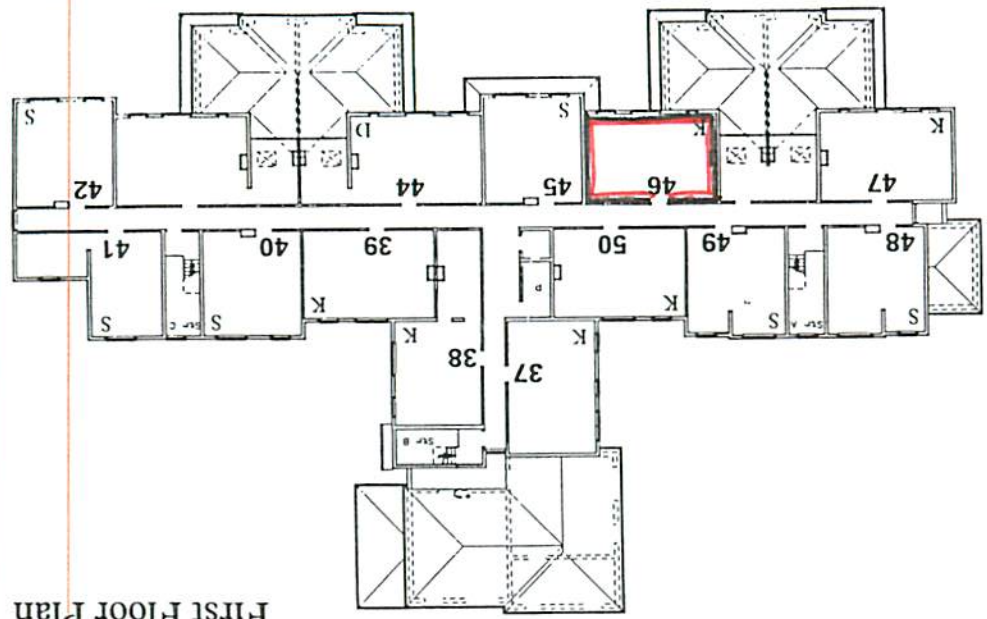
DIRECTOR  
 SECRETARY  
 Robert Colley

## Site and Ground Floor Plan

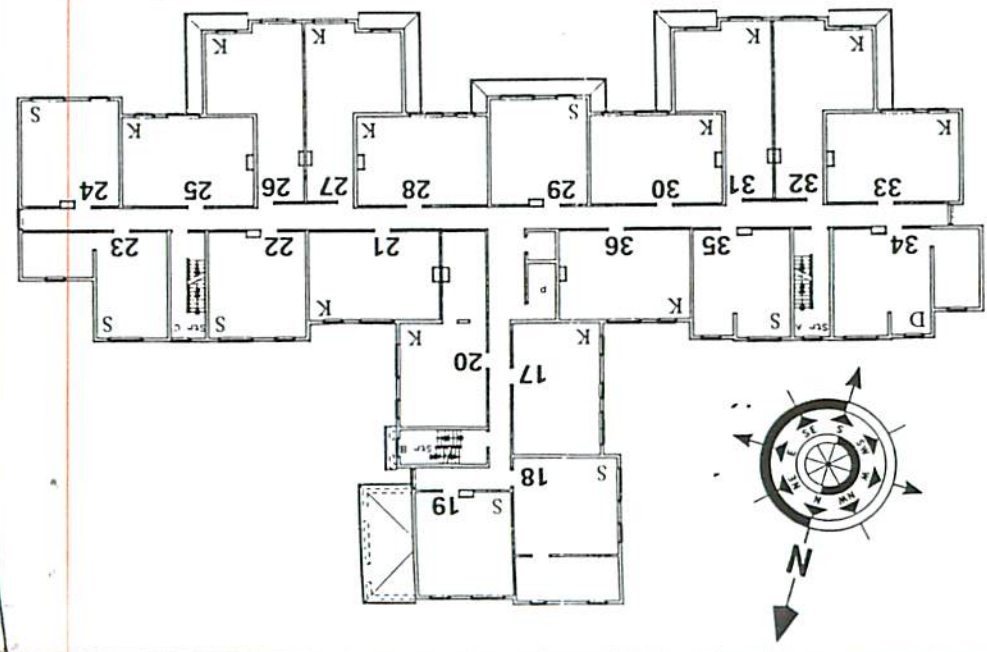
WEMBLEY PARK DRIVE

- HOUSE MANAGER
- - - - - LIFT
- RESIDENTS LOUNGE
- MANAGERS OFFICE
- - - - - GUEST BEDROOM
- - - - - UTILITY ROOM
- ENTRANCE
- BATTERY CARS
- DRYING AREA
- LAUNDRY

## Second Floor Plan



## First Floor Plan





(2) The Lessor has previously granted Leases or intends hereafter to grant Leases of the flats in the Building other than the premises hereby demised and other than the Warden's flat and the Lessor has in every Lease imposed and intends in every future lease to impose covenants similar to those contained in clauses 2 3 and 4 hereof and the restrictions set forth in the First Schedule hereto to the intent that any Tenant for the time being of any flat in the Building may be able to enforce the observance of the said restrictions by the owners and occupiers for the time being of the other flats

(3) The Lessor has agreed with the Tenant for the grant to the Tenant of a lease of the property hereinafter described for the consideration at the rent and on the terms and conditions hereinafter appearing

N O W THIS DEED W I T N E S S E T H as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of Forty Six Thousand, Five Hundred and Twenty Pounds (£46,520.00) paid to the Lessor by the Tenant on or before the execution hereof (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereinafter reserved and contained and on the part of the Tenant to be paid observed and performed the Lessor hereby demises unto the Tenant ALL THAT the flat (hereinafter called "the Flat") Numbered 46 and being on the Second Floor of the Building and shown edged red on the said Plan annexed hereto TOGETHER WITH the easements rights and privileges mentioned in the Second Schedule hereto subject as therein mentioned BUT EXCEPTING AND RESERVING as

mentioned in the Third Schedule hereto TO HOLD the said premises hereby demised unto the Tenant from the First day of August 1987 for the term of One Hundred and Twenty Five years PAYING THEREFOR yearly during the said term the rents set out in the Fourth Schedule hereto without any deduction whatsoever by half-yearly payments in advance on the twenty eighth day of February and the thirty first day of August in every year the first payment thereof being a proportionate part of the said annual sum calculated from the date hereof to the thirty first day of August next to be paid on the execution hereof AND ALSO PAYING by way of further or additional rent from time to time a sum or sums of money equal to a Three One Hundred and Thirty Sixths part of the amount which the Lessor may expend in effecting or maintaining the insurance of the flats in the Building as hereinafter in Clause 5 (2) of this deed mentioned such last mentioned rent to be paid without any deduction within fourteen days of notice being given that the premium is due and payable

2. THE Tenant hereby covenants with the Lessor and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats comprised in the Building that the Tenant and the persons deriving title under him will at all times hereafter observe the restrictions set forth in the First Schedule hereto

3. THE Tenant hereby covenants with the Lessor as follows:-

(1) to pay the reserved rent and insurance rent at the times and in manner aforesaid without any deduction whatsoever

(2) to pay to the Lessor without any deduction by way of further and additional rent first a Three One Hundred and Thirty Sixths part of the expenses and outgoings incurred by the Lessor in the repair maintenance renewal and management of the Building and the Estate (including the Warden's flat) the provision of services therein and the other heads of expenditure incurred by the Lessor in the performance of its covenants hereinafter contained including the fees of its Managing Agents and Accountants or other professional persons plus Value Added Tax (if applicable) such further and additional rent hereinbefore described (hereinafter called "the service charge") being subject to the following terms and provisions:-

(a) with the object and intent of removing any doubt or uncertainty it is hereby expressly agreed and provided that the Lessor shall have the right of appointing a Managing Agent or Agents to supervise the provision of services as hereinafter provided and the carrying out of the Lessor's obligations hereunder and that the fees of such Agent or Agents shall be included in the service charge

(b) the amount of the service charge shall be ascertained and certified by a certificate (hereinafter called "the certificate") signed by the Lessor's auditors or accountants or Managing Agents (at the discretion of the Lessor) acting as experts

and not as arbitrators annually and so soon after the end of the Lessor's financial year as may be practicable and shall relate to such year in manner hereinafter mentioned

(c) the expression "the Lessor's financial year" shall mean such annual period as the Lessor may in its absolute discretion from time to time determine as being that in which the accounts of the Lessor either generally or relating to the said Building and Estate shall be made up

(d) a copy of the certificate for each such financial year may be inspected by the Tenant at the offices of the Lessor or its Managing Agents

(e) the certificate shall contain a summary of the Lessor's said expenses and outgoings incurred by the Lessor during the Lessor's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the service charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify

(f) the expression "the expenses and outgoings incurred by the Lessor" as hereinbefore used shall be deemed to include not only those expenses and outgoings and other expenditure hereinbefore described which have been actually disbursed incurred or made by the Lessor during the year in question but also such reasonable part of all such

expenses outgoings and other expenditure hereinbefore described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the said term or otherwise including a sum or sums of money by way of reasonable provision for anticipated expenditure in respect thereof as the Lessor or its accountants or Managing Agents (as the case may be) may in their absolute discretion allocate to the year in question

(g) the Tenant shall if required by the Lessor pay to the Lessor such sum or sums in advance and on account of the service charge as the Lessor or its accountants or Managing Agents (as the case may be) shall specify at their discretion to be a fair and reasonable interim payment

(h) as soon as practicable after the signature of the certificate the Lessor shall furnish to the Tenant an account of the service charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Lessor the amount of the service charge as aforesaid or any balance found payable or there shall be allowed by the Lessor to the Tenant any amount which may have been overpaid by the

Tenant by way of interim payment as the case may require

(i) it is hereby agreed and declared that the Lessor shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature to the certificate but nothing in this clause or these presents contained shall disable the Lessor from maintaining an action against the Tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Lessor that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective service charge ultimately payable by the Tenant

(3) To defray (or in the absence of direct assessment on the Flat to repay to the Lessor a fair proportion of) all existing and future rates assessments charges and outgoings every kind and description payable by law in respect of the Flat or any part thereof by the owner lessor lessee or occupier thereof

(4) To maintain uphold and keep the Flat (other than the parts thereof comprised and referred to in sub-clauses (4) and (6) of Clause 5 hereof) and (subject to Clause 7 (1) hereof) all walls sewers drains pipes cables wires and appurtenances thereto belonging in good and tenantable repair and condition

(5) To permit the Lessor and its duly authorised surveyors and agents with or without workmen and others upon giving previous notice in writing at all reasonable times to enter into and upon the Flat or any part thereof for the purpose of viewing and examining the state and condition thereof and make good all defects decays and wants of repair of which notice in writing shall be given by the Lessor to the Tenant and for which the Tenant may be liable hereunder within Three months after the giving of such notice

(6) Not to make any structural alterations or structural additions to the Flat or any part thereof or remove any of the Landlord's fixtures without the previous consent in writing of the Lessor

(7) (a) to pay all expenses including solicitors costs and surveyors fees incurred by the Lessor incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 or incurred in or in contemplation of proceedings under Sections 146 and 147 of that Act notwithstanding in any such case forfeiture is avoided otherwise than by relief granted by the Court

(b) to pay all expenses including solicitors costs and surveyors fees incurred by the Lessor of and incidental to the service of all notices and schedules relating to wants of repair of the Flat whether the same be served during or after the expiration or sooner determination of the said term as aforesaid

(c) to pay all costs charges and expenses which may be incurred by the Lessor or its Managing Agents in connection with the recovery of arrears of the service charge

(8) (a) not at any time during the term hereby granted to divide the possession of the Flat by an assignment or underletting or parting with possession of part only

(b) not to assign or underlet to or part with or share the possession of the Flat or any part thereof with any person who shall be under the age of Sixty years at the date of such assignment or underletting or parting with or sharing of possession unless notwithstanding that the assignee or under Tenant shall be under the age of sixty years at the date of such assignment or underletting the premises will be continuously occupied by a person or persons older than that age provided always that the provisions of this subclause shall be satisfied where one of the occupants of the flat is over the age of sixty years and the other occupant of the flat is over the age of fifty-five years

(c) not to offer to assign underlet or otherwise part with possession of the Flat without first notifying the Lessor of the Lessee's intention so to do such notification to be given in any event not later than seven days after becoming contractually bound to the assignment



underletting or parting with possession and at legal completion to pay to the Lessor a transfer fee of 1% of the gross sale price or open market value (which in default of agreement shall be determined by the Lessor's surveyor) whichever shall be the greater sum and if the transfer fee shall not be paid within seven days of the said assignment underletting or parting with possession then the said fee shall be due and payable by the assignee undertenant or occupier as the case may be

(d) to produce for the purpose of registration to the Lessor (within one calendar month after the document or instrument in question shall be executed or shall operate or take effect or purport to operate or take effect) a verified copy of every permitted transfer of this Lease or mortgage or Legal Charge of this Lease or of the Flat or any part hereof and also every permitted Underlease of the Flat or any part thereof the term whereof will or may extend to the last Seven years of the term hereby granted and a verified copy of every permitted assignment of every such Underlease and also every Probate Letters of Administration Order of Court or other instrument affecting or evidencing a permitted devolution of title as such Underlease as aforesaid and for registration to pay to the Lessor a fee of Thirty Pounds in respect of each such document or

instrument so produced and also to produce to the Lessor (if demanded) such evidence as the Lessor may require to verify the age of any assignee transferee or underlessee as aforesaid

(9) At all reasonable times during the said term to permit the Lessor and (as respects work in connection with any neighbouring or adjoining premises) its lessees with workmen and others upon giving previous notice in writing (or in the case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing cleansing lighting and keeping in order and good condition all roofs foundations damp courses sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the building or any part thereof and also for the purpose of laying down and maintaining repairing and testing drainage gas and water pipes and electric wires and cables and for similar purposes and also for the purpose of cutting off water to the Flat or any other premises in the Building in respect whereof the lessee or occupier shall have made default in paying his share of the water rate the Lessor or its lessees (as the case may be) making good all damage occasioned thereby to the Flat

(10) upon receipt of any Notice Order or Direction or other thing from any competent authority affecting or likely to affect the Flat or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any underlessee or other person whatsoever forthwith so far as such notice order

direction or other thing or the Act Regulations or other instrument under or by virtue of which it is issued or the provisions hereof require him so to do to comply therewith at his own expense and forthwith deliver to the Lessor a true copy of such notice order direction or other thing and if so required by the Lessor to join with the Lessor in making such representation to that or any other appropriate authority concerning any requirement or proposal affecting the Flat or any part thereof or the Estate as the Lessor may consider desirable and join with the Lessor in any such appeal or application to the Court against such notice order direction or other thing as the Lessor may consider desirable

(11) At all times during the said term to do and execute or cause to be done and executed all such works and to do all such things as under or by virtue of any Act or Acts of Parliament now or hereafter to be passed and Byelaws rules and regulations thereunder are or shall be directed or necessary to be done or executed upon or in respect of the Flat or any part thereof or in respect of the Tenant's user thereof by the owner lessee tenant or occupier thereof and at all times to save harmless and to keep indemnified the Lessor and the Lessor's estate and effects against all claims demands expenses and liability in respect thereof. And to pay all costs charges and expenses incurred by the Lessor in abating a nuisance and executing all such works as may be necessary for abating a nuisance or for remedying any other matter in connection with the Flat in obedience to a Notice served by a Local Authority

(12) At the expiration or sooner determination of the said term to peaceably surrender and yield up to the Lessor all and singular the Flat together with all additions thereto and all Landlords fixtures and fittings (if any) in good tenantable repair and condition

4. THE Tenant hereby covenants with the Lessor and with and for the benefit of the owners and lessees from time to time during the currency of the term hereby granted of the other flats and premises comprised in the Building that the Tenant will at all times hereafter during the said term so repair maintain uphold and keep the Flat as to afford all necessary support shelter and protection to the parts of the Building other than the Flat and to afford to the Lessees of neighbouring or adjoining flats or premises access for the purposes and subject to the conditions set out in Clause 3(9) hereof

5. THE Lessor hereby covenants with the Tenant as follows:-

(1) That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on the part of the Tenant contained shall peaceably hold and enjoy the Flat throughout the said term without any interruption by the Lessor or any person rightfully claiming under or in trust for the Lessor

(2) (A) That the Lessor will at all times during the said term (unless such insurance shall be vitiated by any act or default of the Tenant) insure and keep insured the Building against loss or damage by fire and the risks included in a Comprehensive Insurance Policy for a private

flat issued by the Insurance Office providing cover as hereinafter mentioned and such other risks (if any) as the Lessor thinks fit in some Insurance Offices of repute in the full value thereof and whenever required to produce to the Tenant the policy or policies of such insurance and the receipt for the last premium for the same

(B) In the event of the Building or any part thereof being damaged or destroyed by fire or any other insured risk the Lessor will reinstate the same at its own expense and with all convenient speed

(3) That the Lessor will require every person to whom it shall hereafter grant a lease of any flat in the Building to covenant to observe and perform covenants identical to those contained in clauses 2 3 and 4 hereof and the restrictions set forth in the First Schedule hereto

(4) (A) That (subject to contribution and payment as hereinbefore provided) the Lessor will maintain renew replace and keep in good and substantial repair and condition:-

- (i) the main structure of the Building including the foundations and the roof thereof with its gutters and rain water pipes
- (ii) all such gas and water pipes drains and electric cables aerals and wires the fire alarm and fire extinguishment systems and the audio emergency communication system in under and upon the Building as are enjoyed or used by the Tenant in common with the owners or lessees of the other flats and other premises comprised in the Building

(iii) the main entrances passages landings staircases community room guest-room residents kitchen laundry store Warden's flat and the lift and forecourt of the Building and the other parts of the Building enjoyed or used by the Tenant in common as hereinafter provided

(iv) the paths and roads and parking areas in the Estate surrounding the Building enjoyed or used by the Tenant in common as hereinafter provided and the boundary walls and fences surrounding the Building and will keep the gardens cultivated and in good order

(v) the furniture and equipment in the community room guest-room and laundry room or elsewhere which are enjoyed or intended to be enjoyed by the Tenant in common with the owners and lessees of the other flats and premises comprised in the Building

(B) That (subject as aforesaid) the Lessor will pay all charges assessments and outgoings for rates water electricity and gas and other services payable in respect of the common areas of the Building and Estate as aforesaid including the Warden's flat

(5) That (subject as aforesaid) the Lessor will so far as practicable keep clean and reasonably lighted the passages landings staircases community room guest-room residents kitchen laundry store and other parts of the Building so enjoyed or used by the Tenant in common as aforesaid

(6) That (subject as aforesaid) the Lessor will so often as reasonably required decorate the exterior of the Building in the manner in which the same is at the time of this demise decorated or as near thereto as circumstances permit

(7) That (if so required by the Tenant) the Lessor will enforce the covenants similar to those mentioned in Clause 2 hereof and set forth in the First Schedule hereto and to those contained in Clauses 3 and 4 hereof entered into or to be entered into by the lessees of other flats comprised in the Building on the Tenant indemnifying the Lessor against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Lessor may reasonably require

(8) That (subject as aforesaid) the Lessor will so far as practicable and so often as it shall think necessary clean the exterior of the windows of the Flat

(9) In the event of the Flat or any part thereof at any time during the said term being damaged or destroyed by fire or any of the other risks insured against by the Lessor in accordance with Clause 5 (2) hereof so as to be unfit for habitation and use then the ground rent hereby reserved and the service charge or a fair proportion thereof respectively according to the nature and extent of the damage sustained shall be suspended until the Flat shall again be rendered fit for habitation and use and any dispute concerning this clause shall be determined by a single Arbitrator in accordance with the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(10) So far as practicable and subject always as provided in Clause 8 hereof to use its best endeavours to maintain the services of a Warden for the purpose of being reasonably available to the tenants in the Building to render reasonable assistance in cases of emergency and to supervise the provision of services as aforesaid in the Building and Estate and to perform such other duties as the Lessor shall in its discretion stipulate

(11) Not to grant a lease of any other flat in the Building to any person who shall be under the age of Sixty years provided nevertheless that the Lessor shall have the right to grant such Lease on such conditions as it shall deem necessary to a person of under the age of Sixty years for the purpose of the occupation of such flat by a person or persons older than that age

(12) That (subject as aforesaid) the Lessor shall insure and keep insured the furniture and equipment referred to in Clause 5 (4)(A)(v) hereof against such risks as the lessor thinks fit in some Insurance Office of repute in the full value thereof and whenever required to produce to the tenant the policy or policies of such insurance and the receipt for the last premium for the same

6. IF the rent hereby reserved or any part thereof shall be unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Tenant's part herein contained shall not be performed or observed it shall be lawful for the Lessor at any time thereafter to re-enter upon the Flat or any part thereof in the name of the whole and thereupon this demise shall



absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the Tenant's covenants herein contained

7. IT IS HEREBY DECLARED as follows:-

(1) That every wall separating the Flat from any adjoining flat shall be a party wall severed medially and shall be included in the premises hereby demised so far only as the medial plane thereof and that the floors and ceilings of the Flat (other than the decorated surface thereof in the case of the ceilings) are part of the main structure of the Building

(2) That the expressions "Lessor" and "Tenant" where the context so admits includes its and his successors in title and that where the Tenant consists of two or more persons all covenants by and with the Tenant shall be deemed to be by and with such persons jointly and severally AND such persons declare that the survivor of them can give a valid receipt for capital money arising on a disposition of the Flat

8. NOTWITHSTANDING anything herein contained the Lessor shall not be liable to the Tenant nor shall the Tenant have any claim against the Lessor in respect of:-

(i) any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Lessor's control or by reason of mechanical or other defect or breaking down or frost or other

inclement conditions or unavoidable shortage of fuel materials water or labour or

- (ii) any act omission or negligence of the Warden or other servant of the Lessor in or about the performance or purported performance of any duty relating to the provision of the said services or any of them

IN WITNESS whereof the Lessor has caused its Common Seal to be hereunto affixed and the Tenant has hereunto set his hand and seal the day and year first before written

THE FIRST SCHEDULE before referred to  
Restrictions imposed in respect of the Flat

1. Not to use the Flat nor permit the same to be used for any purpose whatsoever other than as a private flat in the occupation of one family only the members of which shall all be over Sixty years of age or in accordance with clause 3 (8)(b) the other occupant is over fifty-five years nor for any purposes from which a nuisance can arise to the owners lessees or occupiers of the other flats in the Building or in the neighbourhood nor for any illegal or immoral purpose
2. Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance of any flat in the Building or may cause an increased premium to be payable in respect thereof
3. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatory cisterns or waste or soil pipes in the Flat

4. No musical instrument television radio loud speaker or mechanical or other noise making instrument of any kind shall be played or used nor shall any singing be practised in the Flat so as to cause annoyance to the owners lessees and occupiers of any of the other flats comprised in the Building or so as to be audible outside the Flat between the hours of 11 p.m. and 7 a.m.
5. No name writing drawing signboard plate or placard of any kind shall be put on or in any window on the exterior of the Flat or so as to be visible from the outside
6. No clothes or other articles shall be hung or exposed outside the Flat except in such areas as may be provided No flower box pot or other like object shall be placed outside the Flat except where provided and no mat shall be shaken out of the windows of the Flat
7. No bird dog or other animal which may cause annoyance to any owner lessee or occupier of any flat in the Building shall be kept in the Flat
8. The exterior of the Flat shall not be decorated by the Tenant
9. No external wireless or television aerial shall be erected
10. Not to obstruct or cause to be obstructed any part of the Building or of the Estate surrounding used in common with the tenants of the other flats or premises in the Building
11. Not without the previous consent of the Lessor to alter or permit or suffer to be altered any electric wiring gas or water supply system or any other systems provided in the Building

12. Not to park or permit or suffer to be parked any motor car or other vehicles on any part of the Estate unless with the express permission of the Lessor except that casual visitors may park in such parking areas as may be provided

13. Any complaints which may arise between any of the tenants of the flats in the Building in relation to the above stipulations or otherwise may be submitted to the Lessor which may if it thinks fit determine the same and in that event its decision shall be binding upon all parties

14. To comply with such further rules and regulations as the Lessor may reasonably make for the good management of the Building and Estate and for the benefit of the tenants of the flats in the Building

**THE SECOND SCHEDULE** before referred to  
**Easements rights and privileges**

1. Full right and liberty for the Tenant and all persons authorised by him in common with all other persons entitled to the like right at all times and for all purposes in connection with the permitted user of the Flat to go pass and repass over and along the estate access road and the forecourt of the Building and through and along the main entrances and the passages landings and staircases in the Building leading to the Flat and at all times by day and by night to use the lift in the Building for access to the Flat

2. The right (in common with all other persons entitled to the like right) to use the refuse store provided on the Estate for keeping a dustbin

3. The right (in common with all other persons entitled to the like right) to use the community room guest room residents kitchen laundry and store and the other common facilities (if any) in the Building subject to the observance by the Tenant of such rules and regulations made at any time and from time to time by the Lessor which the Lessor may deem necessary or expedient for the good management of the said community room guest room residents kitchen laundry store or other common facilities
4. Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) to use the paths and gardens on the Estate surrounding the Building for the purpose of quiet enjoyment only (but not for the purpose of playing games or for any other purpose likely to cause offence or constitute a nuisance to other tenants)
5. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
6. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains and watercourses cables pipes and wires which now are or may at any time during the term hereby created be in under or passing through the Building or the Estate surrounding or the remainder of the Lessor's land comprised in Title Number NGL545347 or any part thereof
7. The right for the Tenant with servants workmen and others at all reasonable times upon giving previous notice in writing (or in the case of emergency without notice) to

enter into and upon other parts of the Building for the purpose of:-

- (i) repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or
- (ii) repairing and maintaining and carrying out permitted alterations or other building works to the Flat or any part of the said Building giving subjacent or lateral support shelter or protection to the Flat in either case causing as little disturbance as possible and making good any damage caused

8. The benefit of the restrictions contained in the leases of the other flats comprised in the Building granted or to be granted

9. All the above easements rights and privileges are subject to and conditional upon the Tenant contributing and paying as provided in Clause 3 (2) of this Lease

10. The right (subject to the Tenant contributing and paying his proper share of the cost of the erection maintenance and running of the aerials hereinafter referred to such share to be determined by the Lessor) to connect any wireless or television set in the Flat with any aerials for the time being provided in the Building by or on behalf of the Lessor provided that nothing herein contained shall oblige the Lessor to provide any such aerials

THE THIRD SCHEDULE before referred to

Exceptions and Reservations excepted and reserved out of this Lease to the Lessor and the owners and lessees of the other flats and other parts of the building

1. Easements rights and privileges over and along through and in respect of the Flat the equivalent of those set forth in paragraphs 5 6 and 7 of the Second Schedule to this Lease
2. Power for the Lessor and its duly authorised surveyors or agents with or without workmen and others upon giving previous notice in writing (or in the case of emergency without notice) at all reasonable times to enter the Flat for the purpose of carrying out its obligations under Clause 5 of this Lease
3. The right to erect and maintain such wireless and television aerials within the roof space of the Building as the Lessor may deem appropriate for the use of the occupiers of the Building and to run wires connecting such aerial or aerials to the receiving sets in the flats via the conduits provided
4. The full right and liberty for the area Electricity Board to place the Board's electric lines in and through the Flat and thereafter to use the same in connection with the supply of electricity to the Building Provided Always that the Board shall make good any damage caused as soon as practicable
5. The right to grant rights and easements over the estate for the benefit of Homefirs House and over any adjoining land which may be acquired by the Lessor during the term of this demise

THE FOURTH SCHEDULE before referred to  
Rent payable hereunder

1. The rent shall be fixed for each of the following periods:

|               |                      |
|---------------|----------------------|
| First period  | First 23 years       |
| Second period | 24th to 44th years   |
| Third period  | 45th to 65th years   |
| Fourth period | 66th to 86th years   |
| Fifth period  | 87th to 107th years  |
| Sixth period  | 108th to 125th years |

For the First Period the rent shall be Two Hundred and Twenty Five Pounds per annum

For each subsequent period the rent shall be the value of "the current rent guide" (which is defined below) on the last day of the previous period

2. Initially the current rent guide shall be computed by the formula

$$225.00 \times \frac{A}{B}$$

B

where A is the most recently published value of the General Index of Retail Prices compiled by the Department of Employment and

B is the value of the said Index last compiled before the 1st August 1987

The said formula shall continue to be used notwithstanding that its name be changed or that it be published by a different Department so long as the Government for the time



being continues to compile and publish it on substantially the same basis as at the date hereof

3. If in circumstances set out below the index used for calculating the current rent guide shall be changed it shall thereafter be computed by the formula

$$R \times \frac{C}{D}$$

D

where R is the most recent value of the current rent guide at the date of the change of index:

C is the most recently published value of the new index

and

D is the value of the new index on the date of the change to that index

4. If the General Index of Retail Prices shall be recalibrated it shall be deemed to be a change of index for the purposes of the foregoing paragraph

#### Explanatory Example

If on the 1st October 1990, when the Index stands as 425, the Department of Employment resets the Index to 100, the current rent guide at that date will be

$$225.00 \times \frac{100}{425} \text{ equals } 52.94$$

425

so that immediately thereafter it will become

$$52.94 \times \frac{C}{100}$$

100

where C is the current value of the (recalibrated) index

5. If the index currently being used for the purpose of computing the current rent guide shall cease to be compiled

or published a new index shall be chosen to replace it and the date on which the said change shall be deemed to have been made (hereinafter called "the change date") shall be the date of the last compilation of the index to be replaced. The Lessor may not later than one year after the change date, nominate in writing delivered to the Tenant a new index of retail or wholesale prices or of average earnings, save that such index shall be one that is reasonable for use in the context of this Lease. An index shall not be reasonable unless it is published at regular intervals not exceeding one year by or on behalf of the Government or a Local Authority of a region including the Estate. In the event of the Lessor failing to nominate a reasonable index as aforesaid, the Tenant may in like manner nominate a reasonable index not later than Eighteen Months after the change date

6. In default of such nomination by both the Lessor and the Tenant the new index shall be the closing middle price of gold sovereigns of the weight and fineness set out in Schedule 1 of the Coinage Act 1971. The said closing middle price shall be the price quoted at, and published with the authority of, the London Stock Exchange

7. If the index currently being used shall be officially recalibrated it shall continue to be used for the purpose of computing the current rent guide but there shall be deemed to have been a change of index in like manner as in paragraph 4 of this Schedule

8. Notwithstanding the foregoing the Lessor and the Tenant may agree in writing to any index being used for the

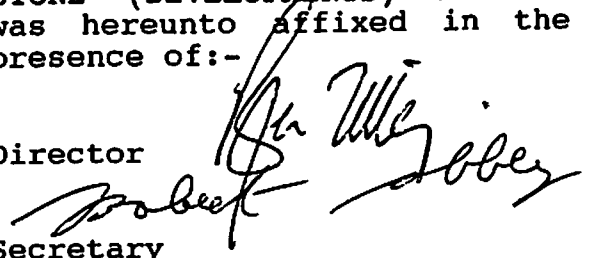
purpose of computing the current rent guide, but any such agreement shall bind only the parties thereto and those who claim under them

9. Time shall be of the essence for the purposes of this Schedule

The COMMON SEAL of McCARTHY &  
STONE (DEVELOPMENTS) LIMITED  
was hereunto affixed in the  
presence of:-

Director

Secretary

Handwritten signatures in black ink. The signature for the Director is written over the word 'Director' and the signature for the Secretary is written over the word 'Secretary'. Both signatures are cursive and stylized.

SIGNED SEALED and DELIVERED by the            )  
Tenant in the presence of:-                            )



5

# Local Authority and Water and Drainage Enquiries



**HIPcode**

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


## ENQUIRIES OF LOCAL AUTHORITY



|   |   |
|---|---|
| <p><b>Search prepared for:</b><br/><b>DEBENHAMS OTTAWAY</b><br/><b>1 ST PETER'S STREET</b><br/><b>ST ALBANS</b><br/><b>AL1 3DJ</b></p> <p>Tel: 01727 863131 Fax: 01727 840009</p> | <p>Search Number: 2678040<br/>Your Reference: 32106-2/KEC</p> |
|---|---|

|   |   |
|---|---|
| <p><b>Property:</b><br/>FLAT 46, HOMEFIRS HOUSE<br/>WEMBLEY PARK DRIVE<br/>WEMBLEY<br/>HA9 8HN</p> <p>UPRN: NOT AVAILABLE</p> | <p>Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)</p> <p>Name of vendor: Not known</p> <p>Name of estate agent: Not known</p> <p>Name of HIP Provider: PSG Welwyn</p> |
|---|---|

|  |   |
|--|---|
| <p><b>Other roadways, footpaths and footways:</b></p> <p>INTERNAL ACCESSWAYS</p> | <p>Name of solicitor/conveyancer: Debenhams Ottaway</p> <p>Your personal data * name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.</p> |
|--|---|

|   |   |
|---|---|
| <p><b>Search prepared by and any enquiries to:</b><br/><b>The Property Search Group</b><br/><b>Weltech Business Centre Ridgeway</b><br/><b>Welwyn Garden City</b><br/><b>AL7 2AA</b></p> <p>Tel: 01707 871501 Fax: 01707 328923</p> | <p><b>On behalf of The Property Search Group</b></p> <p>Signed:</p> <p></p> <p>Date: 30/09/2008</p> |
|---|---|

Information obtained at LONDON BOROUGH OF BRENT .  
For further information contact The Property Search Group.

**ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:**

FLAT 46, HOMEFIRS HOUSE  
WEMBLEY PARK DRIVE  
WEMBLEY  
HA9 8HN

**LOCAL LAND CHARGE REGISTER ENTRIES:**

1. THE CLEAN AIR ACT 1956 - SECTION 11  
THE (No 5) PRESTON PARK SMOKE CONTROL ORDER WHICH CAME INTO OPERATION 01/07/1968  
REGISTERED 09/10/1967
2. THE TOWN AND COUNTRY PLANNING ACT 1990 - SECTIONS 198 & 199 SUBJECT TO THE PROVISIONS OF  
THE FORESTRY ACTS 1967/1979  
TREE PRESERVATION ORDER MADE BY THE COUNCIL ON 25/09/2007 CONFIRMED ON 14/03/2008  
REGISTERED 04/10/2007

**PLANNING REGISTER ENTRIES SINCE: 01/01/1948**

1. 23317 6012 USE AS DENTIST  
NEW DEVELOPMENT 31/05/1963
2. 27282 10288 PART USE AS GUEST HOUSE  
PG/C 14/11/1963
3. M1916 0587 ERECTION OF GARAGE 'DELEGATED'  
REFUSED 18/06/1979
4. 85/2003 DEMOLITION OF EXISTING AND ERECTION OF 48 SHELTERED UNITS FOR THE ELDERLEY,  
WARDENS FLATS AND ACCOMMODATION IN 2 AND 3 STOREY BLOCK  
PG/C 09/07/1996
5. 86/1463 DETAILS PURSUANT TO CONDITION 2 OF PLANNING PERMISSION DATED 09/07/1996, REFERENCE  
85/2003  
PG/C 02/09/1996
6. 87/0164 DETAILS PURSUANT TO CONDITION 5 OF PLANNING PERMISSION DATED 09/07/1996, REFERENCE  
85/2003  
PG/C 03/03/1987

**BUILDING REGULATION APPLICATIONS:**

1. BC 860276 ERECTION OF 48 DWELLINGS AND ANCILLARY FACILITIES  
APPROVED 02/08/1990

**OTHER DETAILS:**

PLEASE NOTE THE FOLLOWING INFORMATION:

THE PROPERTY IS WITHIN THE WEMBLEY DAY EVENT CONTROLLED PARKING ZONE

THE COUNCIL IS ACTIVELY INTRODUCING TRAFFIC CALMING MEASURES & CONTROLLED  
PARKING ZONES THROUGHOUT THE BOROUGH

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

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

**1. PLANNING AND BUILDING REGULATIONS**

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

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

How can copies of the decisions be obtained?

**INFORMATIVE:**

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

**1.2 Planning Designations & Proposals.**

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

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

**2. ROADS**

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

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

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

SEE PAGE 2

NONE SINCE 01/01/1948

NONE SINCE 01/01/1948

NONE SINCE 01/01/1948

NONE SINCE 01/01/1948

SEE PAGE 2

(g) - (h) PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

PLEASE CONTACT YOUR LOCAL PSG OFFICE

**INFORMATIVE:**

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

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

LONDON DISTRIBUTOR ROAD  
LONDON BUS PRIORITY NETWORK  
WEMBLEY REGENERATION AREA APPROXIMATELY  
200M EAST  
CONSERVATION AREA APPROXIMATELY 200M  
SOUTH-WEST

WEMBLEY PARK DRIVE - YES  
INTERNAL ACCESSWAYS - NO

NONE

NONE

NONE



### **3. OTHER MATTERS**

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

#### **3.1 Land required for Public Purposes**

Is the property included in land required for public purposes?

NO

#### **3.2 Land to be acquired for Road Works**

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

NO

#### **3.3 Drainage Agreements and Consents**

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

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

NO

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

NO

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

#### **3.4 Nearby Road Schemes**

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

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

NO

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

NO

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

NO

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

NO

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

NO

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

NO

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

### 3.5 Nearby Railway Schemes

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

NONE

### 3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:

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

3.6 (a) - (l) PLEASE REFER TO FOOTNOTE

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

### 3.7 Outstanding Notices

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

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

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

### 3.8 Contravention of Building Regulations

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

NONE REGISTERED

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

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

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

The Historic Buildings and Monuments Commission (also called English Heritage) also have the power to issue building preservation notices for listed buildings in London Boroughs and enquiry should also be made of them if appropriate.

NONE REGISTERED

NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

|  |                 |
|--|-----------------|
| (g) a listed building repairs notice;  | NOT APPLICABLE  |
| (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; | NOT APPLICABLE  |
| (i) a building preservation notice;  | NONE REGISTERED |
| (j) a direction restricting permitted development;   | NONE REGISTERED |
| (k) an order revoking or modifying a planning permission;  | NONE REGISTERED |
| (l) an order requiring discontinuance of use or alteration or removal of buildings or works;   | NONE REGISTERED |
| (m) a tree preservation order; or  | SEE PAGE 2      |
| (n) proceedings to enforce a planning agreement or planning contribution?  | NOT APPLICABLE  |

**3.10 Conservation Area**

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

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

**3.11 Compulsory Purchase**

|   |                 |
|---|-----------------|
| Has any enforceable order or decision been made to compulsorily purchase or acquire the property? | NONE REGISTERED |
|---|-----------------|

**3.12 Contaminated Land**

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

|   |   |
|---|---|
| (a) a contaminated land notice:   | NONE REGISTERED                                       |
| (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:  | NONE REGISTERED<br>NONE REGISTERED<br>NONE REGISTERED |
| (i) a decision to make an entry;  |   |
| (ii) or an entry: or  |   |
| (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? |   |

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

**3.13 Radon Gas**

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

**INFORMATIVE:**

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

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency

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

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

PSG and its employees have a business or personal relationship with the following involved in the sale of the property  
NONE

#### **SEARCH CODE:**

##### **Important Protection**

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you. By giving you this information, PSG is confirming that they operate to the principles of the Search Code. This provides important protection for you.

##### **The Code's main commitments**

The Search Code's key commitments say the search organisation will:

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.
- Deal promptly with queries raised on search reports.
- Handle complaints speedily and fairly, for further information please refer to [www.propertycodes.org.uk/searchcode/compilers/html](http://www.propertycodes.org.uk/searchcode/compilers/html).
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search services comply with relevant laws, regulations and industry standards.

##### **How do PSG handle complaints**

We have a formal written complaints procedure for handling complaints speedily and fairly, if you wish to make a complaint, it will be handled as follows:

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

##### **Keeping to the Search Code**

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. Complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your search organisation failing to keep to the Code.

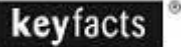
#### **IMPORTANT INFORMATION**

##### **Contact Details**

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report or visit us at [www.thehipalliance.com](http://www.thehipalliance.com).

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk) or telephone: 020 7917 1817 or Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

## 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 full terms and conditions of the Search Report Insurance Policy. A specimen policy is available on request from First Title Insurance plc or any Member of the Property Search Group. 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 Policy Date but was not fully disclosed in a personal search report. See coverage statement in paragraph 2 of the policy.

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

Among others, the insurance given under the Search Report Insurance Policy does not cover:

- . environmental contaminants or hazardous waste on or under the Land
- . loss or damage arising by reason of enforcement of environmental protection legislation
- . the existence of radon gas on or under the Land.

All of these exclusions 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 a 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 at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote policy reference SRIP/05/07.

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 Property Search Group as part of its service.

## Terms and Conditions

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

### 1. Definitions and Interpretation

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

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

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

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

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

"Order Form" means our Order Form published on this website

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

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

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

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

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

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

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

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

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

### 2. Your Privacy and Security

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

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

### 3. The Services

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

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

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

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

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

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

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

### 4 Charges

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

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

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

### 5. Your Obligations

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

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

5.3 If ordering online you will provide an electronic mailing address. If ordering by other means or if you are not capable of communicating by email you shall communicate by first class post or facsimile machine. In all communications you will provide a return address. In providing this address you agree that communications between us and you will be through these means and that you will retain all communications relating to the Agreement for a period of no less than three months.

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

### 6. Cancellation

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

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

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

### 7 Intellectual Property Rights

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

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

## 8 Limitation of Liability

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

8.2 Access to some information is not freely available when conducting a personal search of records and data. We will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email.

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

8.4 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery for whatever reason.

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

8.6 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will only be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording, compiling, or interpreting the local authority records not exceeding £10,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.

8.7 In the event that the Search Report is used as part of a Home Information Pack, We acknowledge the further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether or not such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance runoff cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

## 9. Force Majeure

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

## 10. Assignment

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

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

## 11. General

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

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

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

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

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

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

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

## **COMPLAINTS PROCEDURE - INFORMATION FOR CUSTOMERS**

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

. Acknowledge your complaint within five working days of receipt.

. Try and resolve your complaint fully within four weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer and you will receive a response at the very latest within eight weeks.

. Liaise with counselling organisations acting on your behalf, if you ask us to.

. Send you a final decision on the complaint in writing.

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

Complaints should be sent to the Codes Compliance Officer of the PSG Office shown at bottom left on page 1 of your Search.

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

# Residential

## CON29DW Drainage & Water Search



PSG Welwyn/St Albans  
Weltech Business Centre, 10a  
Ridgeway  
Welwyn Garden City  
Hertfordshire  
AL7 2AA

**Search address supplied** Homefirs House  
46  
Wembley Park Drive  
Wembley  
HA9 8HN

**Your reference** 32106-2/KEC  
**Our reference** DWS/DWS Standard/2008\_1306321

**Received date** 25 September 2008  
**Search date** 30 September 2008

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

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

**CON29DW**  
DRAINAGE AND WATER ENQUIRY

Thames Water Utilities Ltd

Property Insight  
PO Box 3189  
Slough SL1 4WW

DX 151280 Slough 13

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



# Residential

## CON29DW Drainage & Water Search



**Search address supplied:** Homefirs House, 46, Wembley Park Drive,  
Wembley, HA9 8HN

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

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

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

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

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

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

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## CON29DW Drainage & Water Search



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

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

### Q2 – Enquiries and Response

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

The records were searched by Toni Pistorius of Thames Water Utilities and Michael Thomas of Three Valleys Water Company who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

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

For your guidance:

- Thames Water Property Insight's Complaints Procedure:
  - o Thames Water Property Insight offers a robust complaints procedure. Formal complaints can be made by telephone, in writing or by email at [searches@thameswater.co.uk](mailto:searches@thameswater.co.uk).
  - o Whilst we will endeavour to resolve complaints by telephone, there may be the need to investigate the complaint further to identify the error and in some cases 3<sup>rd</sup> party consultation will be required. For this reason, we will log all complaints on our system and a response will be provided to the customer within 24 hours. If no error has occurred a full explanation will be provided.
  - o If the query cannot be resolved within 24 hours, the customer will be provided with an update within 48 hours. Where necessary the search will be recompiled free of charge and an amended copy will be dispatched to the customer as soon as possible.
  - o For queries relating to an expedited search that has exceeded its SLA, the fees will be adjusted accordingly. If a refund or compensation has been agreed, this will be sent to the customer within approximately 6 weeks.
  - o If the customer is not satisfied with the resolution to their query, a Senior Manager will review the matter and respond within 5 working days.

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

A copy of an extract from the map of waterworks is included in which the location of the property is identified.

For your guidance:

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

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area and Three Valleys Water PLC, PO Box 48, Bishops Rise, Hatfield, Hertfordshire, AL10 9HL, Tel: 0845 782 3333, Fax: 0170 727 7333 is the water undertaker for the area.

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

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

For your guidance:

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

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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# Residential

## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

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

Thames Water Utilities Ltd

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# Residential

## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

The property is billed for sewerage services by;

Three Valleys Water PLC  
PO Box 48 Bishops Rise  
Hatfield  
Hertfordshire  
AL10 9HL

Tel: 0845 782 3333  
Fax: 0170 727 7333

[www.3valleys.co.uk](http://www.3valleys.co.uk).

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

The property is billed for water services by;

Three Valleys Water PLC  
PO Box 48  
Bishops Rise  
Hatfield  
Hertfordshire  
AL10 9HL

Tel: 0845 782 3333  
Fax: 0170 727 7333  
Web: [www.3valleys.co.uk](http://www.3valleys.co.uk)

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## CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

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## CON29DW Drainage & Water Search



For your guidance:

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

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

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

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

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

For your guidance:

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

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## CON29DW Drainage & Water Search



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

The nearest sewage treatment works is 9.152 kilometers to the south of the property. The name of the nearest sewage treatment works is Kew.

For your guidance:

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

### Payment for this Search

A charge of £43.79 will be added to your account.

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

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

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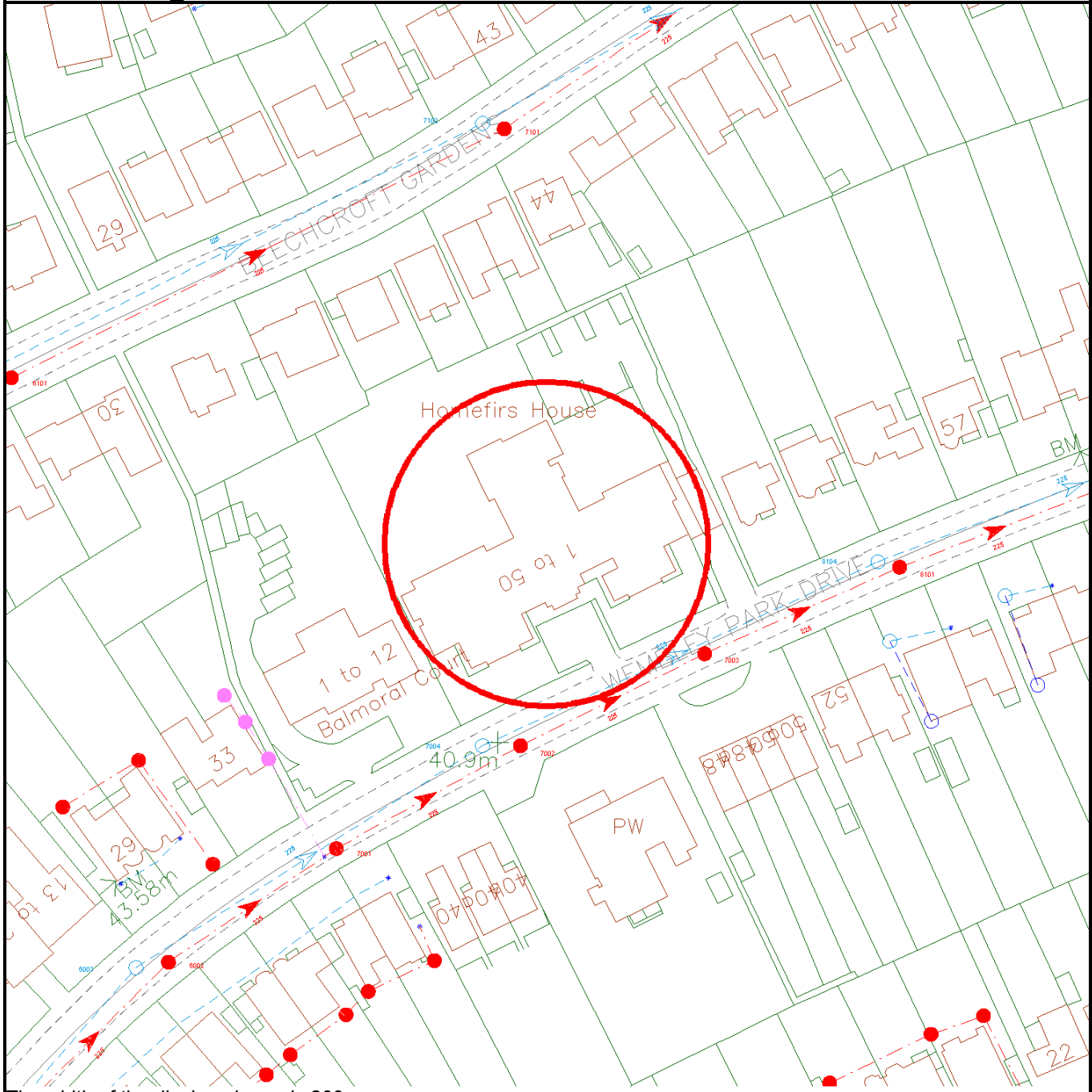
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**Residential CON29DW Drainage & Water Search Sewer Map-DWS/DWS  
Standard/2008\_1306321**



The width of the displayed area is 200m

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













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# Residential Drainage & Water Search Sewer Key








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

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





### Notes:

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

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

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

## Other Symbols

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

5) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.

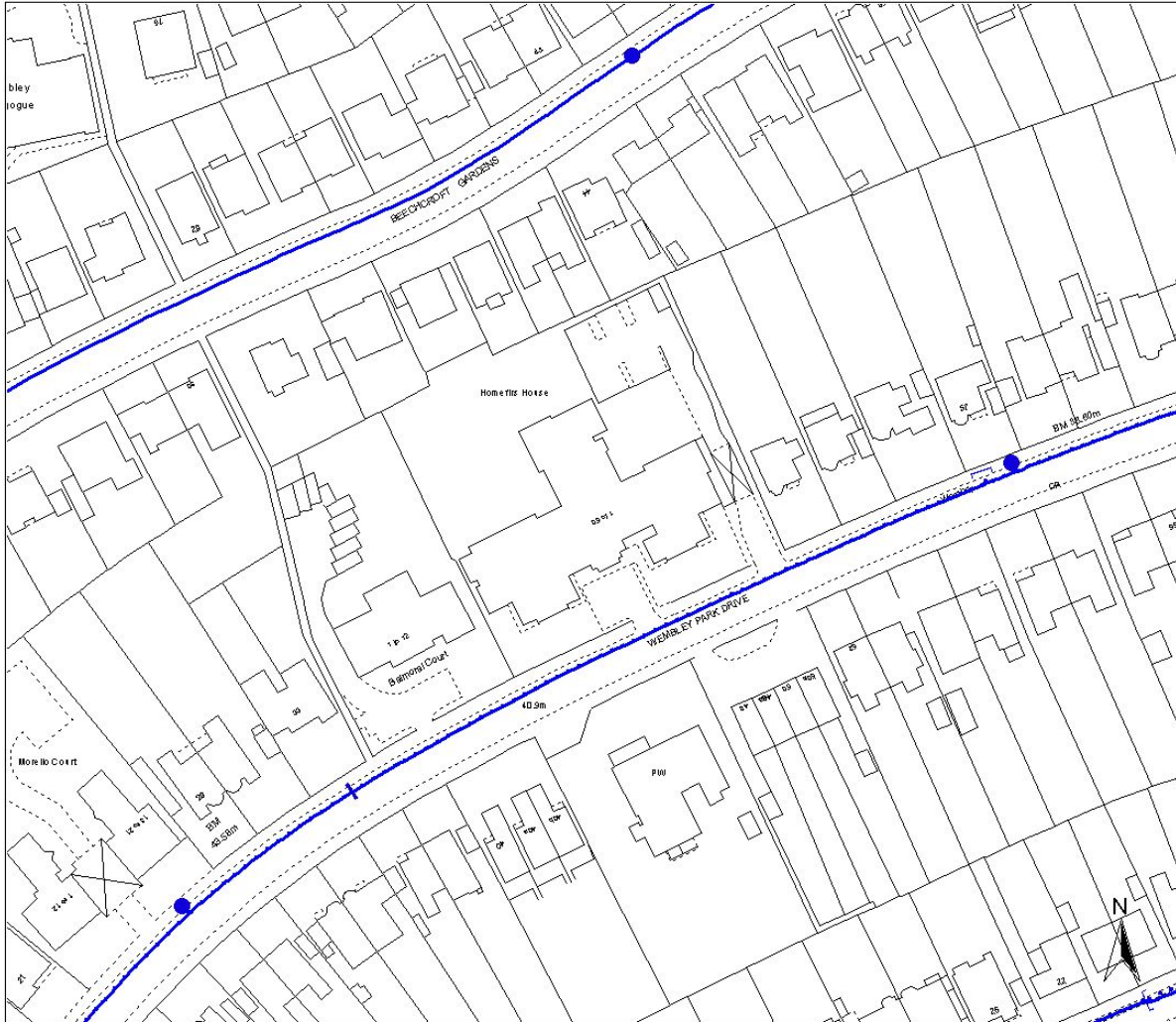
6) -9999.00 or 0 on a manhole level indicates that data is unavailable.

7) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. When cover and invert levels appear on a plan they are clearly prefixed by 'CL' and 'IL'. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0118 925 1504.



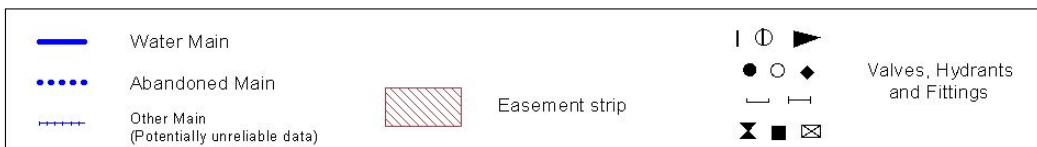
THREE VALLEYS WATER

29/09/2008



This map is centred upon Ordnance Survey map tile TQ1886SE

1:1250



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It shows water mains and associated apparatus but should not be relied upon as evidence of ownership or evidence of responsibility for maintenance. Privately owned service pipes (which may serve one or more properties) are unlikely to be shown.

The position of Company apparatus shown on this plan is provided for guidance only and the Company accepts no responsibility in the event of inaccuracy.

For further information about the contents of this plan, please contact Three Valleys Water PLC on 0845 7823333 or at the address below.

Three Valleys Water PLC, PO Box 48, Bishops Rise, Hatfield, Hertfordshire, AL10 9HL  
www.3valleys.co.uk

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**CON29DW DRAINAGE & WATER ENQUIRY (DOMESTIC).**  
**TERMS AND CONDITIONS**

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

**Definitions**

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

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

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

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

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

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

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

**Agreement**

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

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

**The Report**

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

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

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

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

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

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

**Liability**

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

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

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

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

**Copyright and Confidentiality**

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

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

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

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

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

**Payment**

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

**General**

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

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

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

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

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



6

# Additional Search Reports



**HIPcode**

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

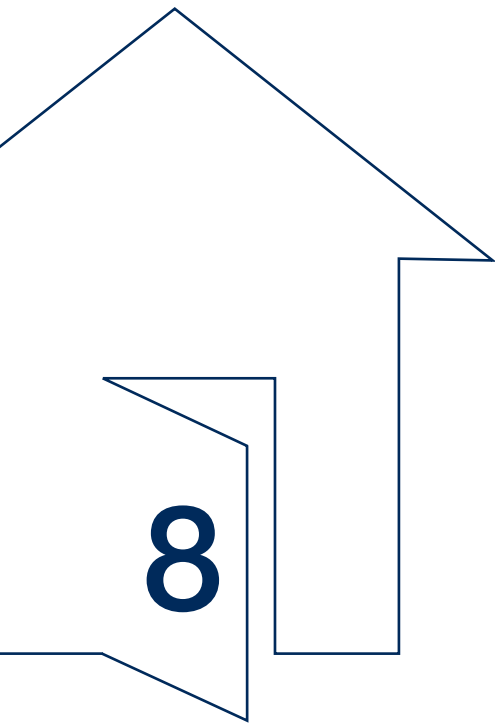


# Additional Relevant Information



**HIPcode**

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



# Contact Details



**HIPcode**

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

This Home Information Pack was compiled by:



THE NATION'S LOCAL HIP AUTHORITY

In the event of any queries please contact:

Nick Wild – The Property Search Group  
Herts & Beds Legal Services Ltd

Tel: 01707 871501 Fax: 01707 328923  
email: [nickwild@propertysearchgroup.co.uk](mailto:nickwild@propertysearchgroup.co.uk)

#### Important Information

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

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

#### The Code's main commitments

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

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

#### Keeping to the HIP Code

How HIP Providers keep to the HIP Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5,000 to you if you suffer as a result of your HIP Provider failing to keep to the Code.

#### Contact Details

For further information on The Property Codes Compliance Board or to get a copy of the full HIP code contact:

Property Codes Compliance Board  
212 Piccadilly  
London  
W1J 9HG

Tel: 020 7917 1817  
Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

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



**HIPcode**

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



THE NATION'S LOCAL HIP AUTHORITY

[www.TheHIPAlliance.com](http://www.TheHIPAlliance.com)