

# Economy HIP

In association with



18 March 2009

Home Information Pack for -

4 North View  
Eastburn  
BD20 8TY



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*Economy HIP*

# Home Information Pack Index



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## Home Information Pack Index

4 North View  
Eastburn  
BD20 8TY

### About this form:

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

### Seller's check of this form

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

## PART 1 – General – Required Documents

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

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information	Reason why not included and action being taken to obtain it.
1. Index	<input checked="" type="checkbox"/> 18/03/2009	
2a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/> 13/03/2009	
3. Sale statement	<input checked="" type="checkbox"/> 18/03/2009	
<b>Title information</b>		
4. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/> 12/03/2009	
5. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/> 12/03/2009	
6. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
7. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	
8. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	
<b>Search reports</b>		
9. Local land charges	<input checked="" type="checkbox"/> 18/03/2009	
10. Local enquiries	<input checked="" type="checkbox"/> 18/03/2009	
11. Drainage and water enquiries	<input checked="" type="checkbox"/> 12/03/2009	

Date: 18/03/2009

# Energy Performance Certificate



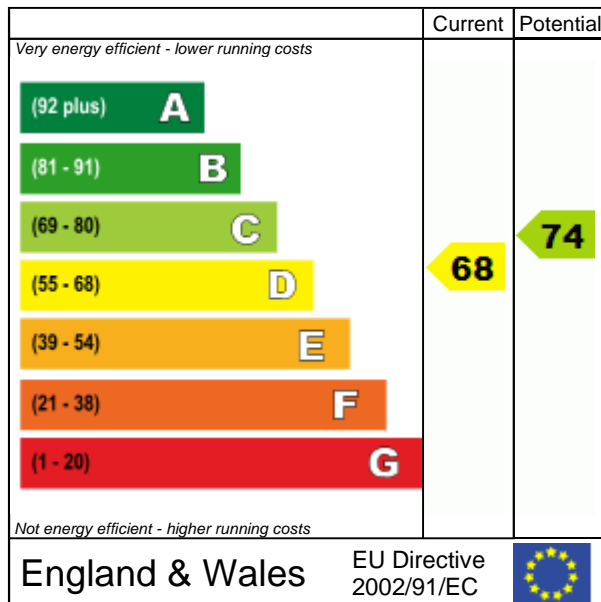
*Economy HIP*

4, North View  
Eastburn  
KEIGHLEY  
BD20 8TY

Dwelling type: Enclosed mid-terrace house  
Date of assessment: 13 March 2009  
Date of certificate: 13 March 2009  
Reference number: 0157-2897-6270-0191-8661  
Total floor area: 55 m<sup>2</sup>

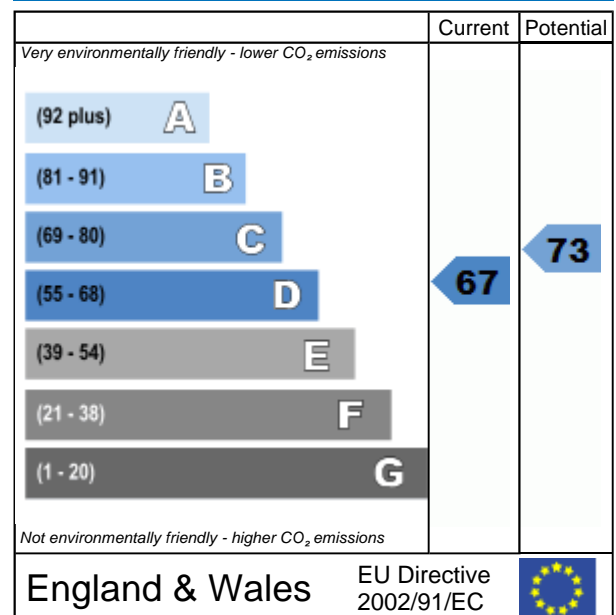
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.

## 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	287 kWh/m <sup>2</sup> per year	236 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	2.5 tonnes per year	2.0 tonnes per year
Lighting	£49 per year	£26 per year
Heating	£376 per year	£338 per year
Hot water	£88 per year	£71 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: SAVA001292  
Assessor's name: Mr Keith Hodgson  
Company name/trading name: APP Inspections & Energy Services  
Address: Morbank House, Slade Lane, Riddlesden, Keighley, West Yorks., BD20 5DT  
Phone number: 01535 603975  
Fax number:  
E-mail address: info@appinspections.co.uk

## 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 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

4, North View  
Eastburn  
KEIGHLEY  
BD20 8TY

Date of certificate: 13 March 2009  
Reference number: 0157-2897-6270-0191-8661

### 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	Sandstone, as built, no insulation (assumed)	Very poor	Very poor
Roofs	Pitched, no insulation (assumed) Roof room(s), insulated	Very poor Average	Very poor Average
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	Room heaters, wood logs	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 13% of fixed outlets	Poor	Poor
<b>Current energy efficiency rating</b>		<b>D 68</b>	
<b>Current environmental impact (CO<sub>2</sub>) rating</b>		<b>D 67</b>	

### Low and zero carbon energy sources

The following low or zero carbon energy sources are provided for this home:

- Biomass secondary heating

## Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvements	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£18	C 69	D 68
Sub-total	£18		
<b>Higher cost measures</b>			
2 Replace boiler with Band A condensing boiler	£60	C 74	C 73
Total	£78		
<b>Potential energy efficiency rating</b>		<b>C 74</b>	
<b>Potential environmental impact (CO<sub>2</sub>) rating</b>		<b>C 73</b>	

## Further measures to achieve even higher standards

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

Higher cost measures			
3 Solar water heating	£18	C 75	C 75
4 50mm internal or external wall insulation	£19	C 76	C 77
5 Solar photovoltaic panels, 2.5kWp	£159	B 90	B 90
<b>Enhanced energy efficiency rating</b>		<b>B 90</b>	
<b>Enhanced environmental impact (CO<sub>2</sub>) rating</b>		<b>B 90</b>	

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

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

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

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

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

#### 1 Low energy lighting

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

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

#### 2 Band A condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

## About the further measures to achieve even higher standards

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

#### 3 Solar water heating

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

#### 4 Internal or external wall insulation

Solid wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is more expensive than cavity wall insulation it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating and can be installed by a competent DIY enthusiast. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. Further information can be obtained from the National Insulation Association ([www.nationalinsulationassociation.org.uk](http://www.nationalinsulationassociation.org.uk)). It should be noted that planning permission might be required.

#### 5 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance.

## What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and 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.
- 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.

# Sale Statement



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## Sale statement

4 North View  
Eastburn  
BD20 8TY

### About this form:

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

### Seller's check of this form

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

	Statement
1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette) <b>or</b> <input checked="" type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house <b>or</b> <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input type="checkbox"/> Leasehold starting from ..... and with ..... years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	Mark Stuart Holmes
6. The capacity of the seller	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows: .....

Date: 18/03/2009

# Copy Title Register



*Economy HIP*

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 WYK367049

Edition date 19.05.2008

- This official copy shows the entries on the register of title on 12 Mar 2009 at 12:05:37.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 12 Mar 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Nottingham (West) Office.

## A: Property Register

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

WEST YORKSHIRE : BRADFORD

- 1 (20.06.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 4 North View, Eastburn, (BD20 8TY).
- 2 The Conveyance dated 26 May 1951 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED that the walls separating the said property and coal house hereby conveyed from the adjoining properties and coal houses now or lately of the Vendors are party walls and the rights and liabilities in respect of the same shall be in accordance with Section 38 (1) of the Law of Property Act 1925 and further that the spouts easing troughs and fall pipes and drains now used jointly by the said property hereby conveyed and the adjoining or neighbouring property now or lately of the Vendors shall be kept in complete repair and properly cleansed at the joint and equal cost of the owners for the time being of the properties using the same or having the benefit thereof."
- 3 The Conveyance dated 26 May 1951 referred to above is expressed to grant the following right of way:-

"So far as the Vendors have power to grant the same but not further or otherwise.

  1. Rights of way at all times and for all purposes in common with the Vendors and their successors in title and all other persons entitled to or to become entitled to similar rights over and along such portions of the said elevated way as are not hereby conveyed AND over and along the whole of North View aforesaid AND over and along the whole of the side passage situate on the Easterly side of the dwellinghouses numbers 7 Main Road and 8 North View Eastburn aforesaid and connecting the said elevated way with Main Road aforesaid
  2. Rights at all times in common as aforesaid to use such of the sewers

## A: Property Register continued

and surface water drains gas and water pipes and electric wires and cables now laid or intended to be laid over in or under any adjoining or neighbouring property now or lately of the Vendors as shall be available for the said property hereby conveyed

3. The right to use all easing troughs fall pipes and spouts with the branch drains thereto and the combined drainage system (if any) now used in common by the said property hereby conveyed and the adjoining or neighbouring properties now or lately of the Vendors

4. The right in common with the Vendors and all other persons enjoying a like right to use the said joint ashesplace together with rights of access thereto at all times the Purchasers and their succesosrs in title paying a proper proportionate part of the cost of keeping the said joint ashesplace in good repair."

## 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 (06.09.2001) PROPRIETOR: MARK STUART HOLMES of 4 North View, Eastburn, Keighley, W Yorkshire BD20 8TY.
- 2 (06.09.2001) The price stated to have been paid on 24 August 2001 was £40,500.

## C: Charges Register

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

- 1 The land is subject to the following rights reserved by a Conveyance of the land in this title dated 26 May 1951 made between (1) Clifford Hodgson and Janet Hodgson (Vendors) (2) The Silsden Building Society (Society) and (3) Walter Addy and Martha Jane Alice Addy:-:-

"EXCEPTING AND RESERVING NEVERTHELESS unto the Vendors and their successors in title and all other persons now entitled or hereafter to become entitled to similar rights the rights easements and privileges specified in the Third Schedule hereto

THE THIRD SCHEDULE hereinbefore referred to

1. Rights at all times over and along the portions hereby conveyed of the said elevated way
  2. Rights at all times to use and make connections with all sewers and surface water drains gas and water pipes and electric wires and cables over in or under the said property hereby conveyed
  3. Rights to use all spouts easing troughs and fall pipes and the branch drains thereto and the combined drainage system (if any) now used jointly by the said property hereby conveyed and the adjoining dwellinghouses now or lately of the Vendors
  4. The right to grant all such rights as are hereby reserved unto any person or persons whomsoever."
- 2 (06.09.2001) REGISTERED CHARGE dated 24 August 2001 to secure the moneys including the further advances therein mentioned.
  - 3 (06.09.2001) Proprietor: ALLIANCE & LEICESTER PLC (Co. Regn. No. 3263713) of Mortgage Customer Services, Customer Service Centre, Narborough, Leicester LE19 0AL.

End of register

# Copy Title Plan



*Economy HIP*

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

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

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

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

This official copy is issued on 12 March 2009 shows the state of this title plan on 12 March 2009 at 12:05:37. 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*.

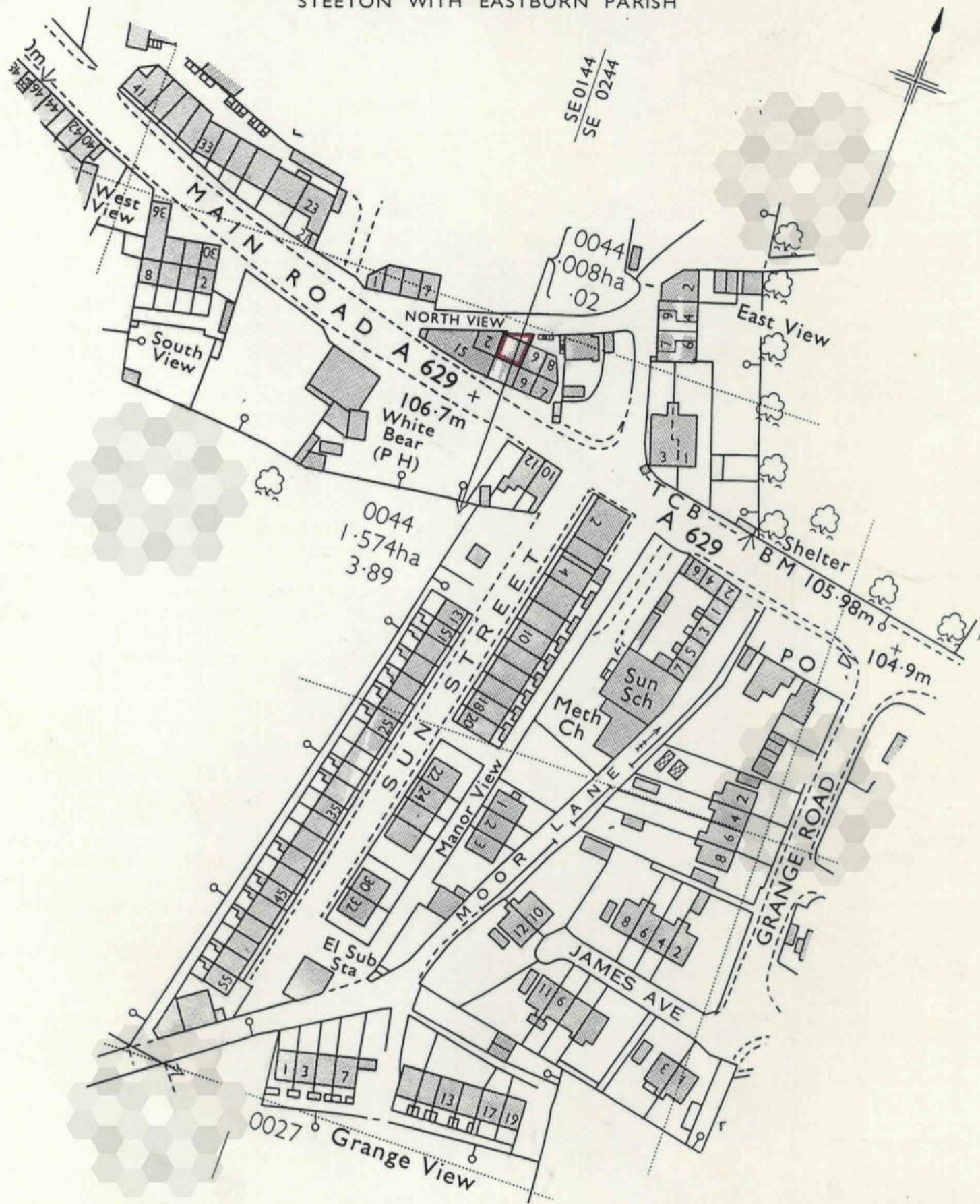
This title is dealt with by the Land Registry, Nottingham (West) Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
		WYK 367049	
ORDNANCE SURVEY PLAN REFERENCE	SE 0244	SECTION A	Scale 1/1250 Enlarged from 1/2500
COUNTY WEST YORKSHIRE	DISTRICT BRADFORD	© Crown copyright 1974	

STEETON WITH EASTBURN PARISH



# Local Authority Search



*Economy HIP*

# Finlay Associates Limited



## Personal Search Report (Con29 2007 - HIP version)

**Local Authority:** CITY OF BRADFORD METROPOLITAN DISTRICT COUNCIL  
**Case/Search Number:** 3411  
**Date of Order:** 12/03/2009  
**Date Search Entered:** 18/03/2009

### PROPERTY MADE SUBJECT TO SEARCH

4 NORTH VIEW  
EASTBURN  
BD20 8TY

### CLIENT DETAILS

**Name:** INDEPENDENT HIP LTD  
**Reference:** 201051

3 DUCK FARM COURT  
STATION WAY  
AYLESBURY  
HP20 2SQ

### OTHER ROADWAYS, FOOTPATHS FOOTWAYS

**A Plan in duplicate is attached** NO  
**Optional enquiries are to be answered (see below)** NO  
**Additional Enquiries are to be attached on a separate sheet** NO

### OPTIONAL ENQUIRIES

- |                                      |                          |   |                          |
|--------------------------------------|--------------------------|---|--------------------------|
| 4. Road agreements by private bodies | <input type="checkbox"/> | 14. Inner urban improvement areas       | <input type="checkbox"/> |
| 5. Public path and footways          | <input type="checkbox"/> | 15. Simplified planning zones           | <input type="checkbox"/> |
| 6. Advertisements                    | <input type="checkbox"/> | 16. Land maintenance notices            | <input type="checkbox"/> |
| 7. Completion notices                | <input type="checkbox"/> | 17. Mineral consultation areas          | <input type="checkbox"/> |
| 8. Parks and countryside             | <input type="checkbox"/> | 18. Hazardous substance consents        | <input type="checkbox"/> |
| 9. Pipe lines                        | <input type="checkbox"/> | 19. Environmental and pollution notices | <input type="checkbox"/> |
| 10. Houses in multiple occupation    | <input type="checkbox"/> | 20. Food safety notices                 | <input type="checkbox"/> |
| 11. Noise abatement                  | <input type="checkbox"/> | 21. Hedgerow notices                    | <input type="checkbox"/> |
| 12. Urban development areas          | <input type="checkbox"/> | 22. Commons Registration Search         | <input type="checkbox"/> |
| 13. Enterprise zones                 | <input type="checkbox"/> | 23. Flood Risk                          | <input type="checkbox"/> |

### CERTIFICATE OF SEARCH

It is hereby certified that the search requested above reveals the registrations described in the schedule hereto up to and including the date of this certificate.

Signed:

on behalf of Finlay Associates Limited

### COMPILED & SUPPLIED BY

Finlay Associates Limited  
Coltwood House, 2  
Tongham Road  
Runfold

tel: 01252 783348  
fax:

Notes: The records were searched by Richard Norman 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 Richard Norman of Finlay Associates Limited who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This report was produced using the Chase Consulting Search application, used with permission



## **Entries Relating To Land & Premises Known As:**

**4 NORTH VIEW  
EASTBURN  
BD20 8TY**

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### **LOCAL LAND CHARGES REGISTER ENTRIES:**

No Register Entries.

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### **PLANNING / BUILDING CONTROL AND OTHER REGISTERED ENTRIES:**

No Register Entries.

---

### **OTHER DETAILS / ADDITIONAL QUESTIONS:**

---

**PART 1 - STANDARD ENQUIRIES  
(APPLICABLE IN EVERY CASE)**

**DEVELOPMENT PLANS AND PROVISIONS**

**Structure Plan**

1.1 What structure plan is in force ?

THE YORKSHIRE AND HUMBER PLAN - ADOPTED MAY 2008

1.1.1 Have any proposals been made public for the alteration of the structure plan ?

YES - REGIONAL SPATIAL STRATEGY

**Local Plans / Unitary Development Plan**

1.2 What stage has been reached in preparation of a local plan or unitary development plan?

REPLACEMENT UNITARY DEVELOPMENT PLAN-ADOPTED 2005

1.2.1 Have any proposals been made public for the alteration or replacement of a local plan?

YES - LOCAL DEVELOPMENT FRAMEWORK

**Planning Designation and Proposals**

1.3 What designation of land use for the property of the area are contained in any current adopted or proposed development plan?

RESIDENTIAL AREA WITHIN 200M OF SAFEGUARDED LAND AND THE CYCLE NETWORK

**DRAINAGE**

**Foul Drainage**

2.0 To Finlay Associates Limited's knowledge, does foul drainage from the property drain to a public sewer?

UNKNOWN.

The property owner will normally have sole responsibility for private drains serving the property. The property owner may have shared responsibility with other users if the property is served by a private sewer that also serves other properties.

**Surface Water Drainage**

2.2.1 To Finlay Associates Limited's knowledge, does surface water from the property drain to a public sewer?

UNKNOWN.

**Combined Drainage Agreement**

2.3 Is there in force an agreement under the Building Act for drainage of any part of the property in combination with another building through a private sewer?

NO

2.3s Please note that the sewage undertaker for the area should also be asked this question in all cases.

**Adoption Agreement**

2.3.1 To Finlay Associates Limited's knowledge, is any sewer serving or which is proposed to serve the property the subject of a current statutory adoption agreement or an application for such an agreement?

NO

2.3.2 If so is the agreement supported by a bond?

N/A

**Sewerage Undertaker**

2.3.3 Please state the name and address of the sewerage undertaker?

**Owners Responsibilities**

2.4.1 Does the public sewer map show any public sewer within the boundary of the property?

UNKNOWN.

The presence of a public sewer may restrict future development (even if the sewer is outside the boundary of the property). Any future development that comes within 3m of a public sewer generally requires building over consent from the drainage / water supplier.

2.4.2 Does the public sewer map show a public sewer within 30.48m (100 feet) of the building(s) within the property?

UNKNOWN.

## ROADS

### Publicly Maintained

- 3.0.1 Which of the roads, footpaths and footways referred to in Boxes A\* and B\* on page 1 are maintainable at public expense?

NORTH VIEW - ADOPTED

### Resolutions to make up or adopt

- 3.1.1 To be made up at the cost of the frontages under a current council resolution, or
- 3.1.2 To be adopted without cost to the frontages under a current council resolution.

N/A

N/A

### Adoption Agreements

- 3.1.3 Have the Council entered into any legal agreement relating to the adoption of these roadways, footpaths or footways?
- 3.1.4 If so is the agreement supported by a bond or other financial security?

NO

N/A

## NEARBY ROAD SCHEMES

### Location of any part of the property within 200m of:

- 3.2.1 the centre line of a new trunk road or specified in an order, draft order or scheme notified to the council by the appropriate Secretary of State or
- 3.2.2 the centre line of a proposed alteration or improvement to an existing road involving the construction, whether or not within existing highway limits, of a subway, underpass, flyover, footbridge, elevated road or dual carriageway or
- 3.2.3 the limits of construction of a proposed alteration or improvement to an existing road, notified to the Council by the appropriate Secretary of State, involving the construction of a roundabout (other than a mini roundabout) or widening by the construction of one or more additional traffic lanes; or
- 3.2.4 the limits of construction of an approved new road, to be constructed by the Council or an approved alteration or improvement by the Council to an existing road involving the construction, of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, (whether or not within existing highway limits); or the construction of a roundabout (other than a mini roundabout), or widening by the construction of one or more additional traffic lanes

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

### Road Proposals Involving Acquisition

- 3.2.5 What proposals have the Council approved, or have been notified to the Council by the appropriate Secretary of State, for highway construction or improvement that involves the acquisition of the property?

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

### Road Proposals at Consultation Stage

- 3.2.6 the centre line of the possible route of a new road under proposals published for public consultation by the Council or by the appropriate Secretary of State; or
- 3.2.7 the limits of construction of a possible alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway or the construction of a roundabout (other than a mini roundabout) or widening by the construction of one or more additional traffic lanes, under proposals published by public consultation by the Council or by the appropriate Secretary of State.

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

- 3.2 informative: 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.

- 3.2s Answers to Road Schemes are obtained from Highways direct or information contained within their 'Local Transport Plan'.

## INFRINGEMENT OF BUILDING REGULATIONS

- 3.3 What proceedings have the Council authorised in respect of an infringement of the Building Regulations in relation to the property?

NONE KNOWN

## PLANNING APPLICATIONS AND PERMISSIONS

### Planning & Building Regulation Decisions & Pending Applications

- 3.4 What applications for any of the following have been granted, refused or are still pending:-

(a) Planning permissions.

NONE REVEALED

(b) Listed building consents.

N/A

(c) Conservation area consents.

N/A

(d) Certificate of Lawfulness of proposed use or development.

NONE REVEALED

(e) Building Regulation approvals.

INFORMATION NOT AVAILABLE

(f) Building Regulation Completion Certificates.

N/A

- 3.4 Responses to Building Regulation enquiries are not always obtainable on a Personal Search. In fact in most cases a written request is likely, which may result in an additional charge. In all instances we recommend further enquiries are made directly by the acting solicitor and/or client.

### Inspection and Copies

- 3.4.1 If there are any entries:

(a) how can copies of the decisions be obtained ?

PLANNING DEPT, CITY BRADFORD METROPOLITAN COUNCIL

(b) where can that Register be inspected ?

CITY HALL, CENTENARY SQUARE, BRADFORD, BD1 1HY

## NOTICES, ORDERS, DIRECTIONS & PROCEEDINGS UNDER PLANNING ACTS

### Enforcement and Stop Notices

- 3.4.2 List any entries in the Register of Enforcement Notices and Stop Notices.

NO ENTRIES LISTED

- 3.4.3 List any entries in the Register of Listed Building Enforcement Notices.

NO ENTRIES LISTED

### Proposed Enforcement or Stop

- 3.4.4 Other than those shown in the Official Certificate of Search, (or which have been withdrawn or quashed) has any enforcement notice, listed building enforcement notice, or stop notice been authorised by the Council for issue or service?

NO

### Compliance with Enforcement Notices

- 3.4.5 If an enforcement notice or listed building enforcement notice has been served or issued, has it been complied with to the satisfaction of the Council?

N/A

### Other Planning Notices

- 3.4.6 Have the Council served, or resolved to serve, any breach of condition or planning contravention notice or any other notice or proceedings relating to a breach of planning control?

NO

### Listed Building Repair Notices

- 3.5 To the knowledge of the Council, has the service of a repairs notice been authorised?

N/A

- 3.5.1 Have the Council authorised the making of an order for the compulsory acquisition of a listed building including a "minimum compensation" provision?

N/A

- 3.5.2 Have the Council authorised the service of a building preservation notice?

NO

### OUTSTANDING NOTICES

- 3.5.3** Current notices relating to the property under legislation relating to building works, environment, health safety at work, housing, highways or public health, other than those falling within other paragraphs of this question. NONE
- 3.5s** Responses to the above question are generally not available on a personal search. All notices, formal or informal that are either registered or revealed at Land Charges, Housing, Highways or Environmental Health will be recorded accordingly.

### TRAFFIC SCHEMES

- 3.6** Approval by the Council of any of the following, not yet implemented, in respect of such of the roads, footways and footpaths mentioned in box 1 which abut the boundary 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 e.g. road humps
  - (h) residents parking controls
  - (i) minor road widening or improvement
  - (j) pedestrian crossings
  - (k) cycle tracks
  - (l) bridge construction
- NONE REVEALED IN AVAILABLE PUBLIC REGISTERS  
NONE REVEALED IN AVAILABLE PUBLIC REGISTERS  
NONE REVEALED IN AVAILABLE PUBLIC REGISTERS  
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NONE REVEALED IN AVAILABLE PUBLIC REGISTERS  
NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

### DIRECTIONS RESTRICTING PERMITTED DEVELOPMENT

- 3.7** Except as shown in the Official Certificate of Search, have the Council made a direction to restrict permitted development? NO

### ORDERS UNDER PLANNING ACTS

#### Revocation Orders

- 3.8** Except as shown in the Official Certificate of Search, have the Council revoked or modified a planning permission or discontinued an existing planning use? NO

### RADON GAS

- 3.9** Is the property located in a radon Affected Area, and if so what percentage of homes are above the action level? < 1% OF PROPERTIES ARE ABOVE THE ACTION LEVEL
- 3.9s** Whether or not the property actually has a basic or high radon concentration can only be established by having it tested by a qualified body such as the NRPB.

### TREE PRESERVATION ORDER

- 3.10** Except as shown in the Official Certificate of Search, have the Council made any Tree Preservation Orders relating to the property? NO

### CONSERVATION AREA

- 3.11** Is the property located within an area created before the 31st August 1974 as a Conservation Area, or is there a subsisting resolution to designate the area as a Conservation Area. NO

### COMPULSORY PURCHASE ORDER

- 3.12** Is the property included within land which is subject to an enforceable order or resolution for compulsory purchase. NO

## NEARBY RAILWAY SCHEMES

- 3.13** What proposals have been made for the construction of a railway, tramway light railway or monorail, the centre line of which is within 200m of any part of the property?

NONE REVEALED IN AVAILABLE PUBLIC REGISTERS

## CONTAMINATED LAND

### Register Entries

- 3.14.1** Please list any entries maintained under s.78R(1) of the environmental Protection Act 1990 in relation to the property.

### Notice of identification of contaminated land

- 3.14.2** Has the Council served any notice under s.78B(3) in relation to the property?

### Consultation as to adjoining or adjacent contaminated land

- 3.14.3** Consultation with the owner or occupier of the property having taken place, or being resolved to take place under s.78G(9) in relation to anything to be done on the property as a result of adjoining or adjacent land being contaminated land?

### Identification of risk from adjoining or adjacent land

- 3.14.4** Entry in the register, or notice served or resolved to be served under s.78B(3) in relation to any adjoining or adjacent land, which has been identified as contaminated land because it is in such a condition that harm or pollution or controlled waters might be caused on the property.

Negative answers do not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it. Enquiries 3.14.3 and 3.14.4 may not disclose steps taken by another Council in whose area or adjoining or adjacent land is situated.

The Environmental Act 1995 has introduced a new contaminated land regime (under Part 11A Environmental Protection Act 1990), which became effective in April 2000.

As a consequence Local Authorities are under a duty to prepare reports on contamination in their respective areas and to prepare an appropriate local strategy. Local Authorities must from time to time inspect their areas for sites that are contaminated, and to take appropriate action against those seriously contaminated.

Local Authorities are to also keep registers of remediation notices and contaminated land sites identified under S.78R. This will not be a listing of contaminated sites but will be a list of sites identified as contaminated in respect of which remediation notices have been served and will include information about the condition of the land in question.

As part of our Personal Search, Finlay Associates Ltd will inspect the remediation register where one is available and provide answers to the new question 3.14 of the C.C. 02 part 1. (We are informed however that Local Authorities are likely to require some time before such registers are put in place and time scales of up to another 12 - 15 months have been suggested. It is likely therefore that no information will be revealed in the early days of our enquiries.



# Search Code

## Consumer Information

### Important Protection

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

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

### The Code's main commitment

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

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

### Keeping to the Search Code

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

### Contact Details

The Property Codes Compliance Board: Please contact:  
Telephone: 020 7917 1817  
Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

You can also get more information about the Property Codes Compliance Board from the website at:

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

841022572

Private and Confidential





# Finlay Associates Limited



## Private Local Authority Search Report Terms & Conditions

For the purposes of these terms and conditions any references to Finlay Associates or 'the company' means Finlay Associates Limited and any third party organisations, search agencies, associates, partners or employees used during the course of legitimate business.

1. Finlay Associates provides information and services relating to property searches carried out on properties in England and Wales only.
2. Search requests must be made by e-mail to [info@finlayassociates.co.uk](mailto:info@finlayassociates.co.uk) and include full postal address, location plan and the appropriate fee.
3. Should no location plan be included, Finlay Associates will not accept responsibility for any errors or omissions in the results of the search.
4. All of Finlay Associate's third party organisations and search agencies work to the same Contract & Service Level Agreements.
5. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.
6. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. Finlay Associates accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.
7. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
8. All Private Local Authority searches are provided with a unique property specific insurance. This provides protection for the beneficiaries should they suffer a material loss due to errors or omissions within the report. The full policy details and "Key Facts" can be found attached to the report. Insurance can be actively declined.
9. Where information has been sourced from additional sources, Finlay Associates will inform you of these sources within the report.
10. Where additional information forms an essential part of a search, it is the obligation of the client to inform Finlay Associates at the outset.
11. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
12. Where such information is only available at an additional cost/time element, Finlay Associates undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
13. Where the client requests 'copy documents' from the Local Authority, Finlay Associates undertakes to inform the client in advance of any additional fees chargeable for this service.
14. Where the client requests additional Con 29 pt II enquiries Finlay Associates undertakes to inform the client of any additional fees at the point of order.
15. Finlay Associates aims to return all search results within five working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of Finlay Associate's control. Finlay Associates will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.
16. The client must notify Finlay Associates of any defect or inaccuracy in the Search Reports within seven days of receipt. In the event that such notice is not given, the client shall be deemed to have been satisfied with the information.
17. In the event that the insured suffers a material loss due to
  - a. any negligent or incorrect entry in the records searched; or
  - b. any negligent or incorrect interpretation of the records searched; or
  - c. any negligent or incorrect recording of the interpretation in the Private Local Authority Search report; the Insured must advise First Title in writing as soon as possible after becoming aware of any claim, or circumstance which might entitle that Insured to make a claim under the policy. Please see policy attached (specifically "Notification of a Claim" in paragraph 5).
18. Finlay Associates and our Search Agents liability to First Title will be limited to an amount not exceeding £3 million in respect of any individual claim.
19. If the Client chooses not to disclose the value of the property in the order process, Finlay Associates will assume the value is less than £3 million. If the Client subsequently discovers that the property value exceeds £3 million they must inform Finlay Associates within 7 days of receipt of the Private Local Authority Search report. Finlay Associates reserves the right to charge the Client an additional premium to cover the increased insurance risk.
20. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.
21. Search Reports remain the property of Finlay Associates until all agreed terms have been fulfilled.
22. Finlay Associates reserves the right to withhold results until payment has been received.
23. All information held by Finlay Associates is covered by the Data Protection Act
24. Each search is deemed to be an individual contract governed by English Law
25. Finlay Associates maintains contractual relationships with clients and suppliers who are involved in the production of Home Information Packs and the conveyancing process in the UK; To the knowledge of the company no person who;
  - a. Conducted the search
  - b. Prepared the search reporthas any undeclared interest, personal or business relationship with any persons involved in the sale of the property. Finlay Associates cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to Finlay Associates at the time of compiling the search.

### **Important Protection**

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the UK. 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, Finlay Associates is confirming that it keeps to the principles of the Search Code. This provides important protection for you.

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

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

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

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

How search organisations 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 £5,000 to you if you suffer as a result of your search organisation failing to keep to the Code.

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# Surveyors, Quantity Surveyors, Auctioneers, Valuers and Estate Agents

## This is a 'Claims made' Insurance

This Insurance covers only Claims made or losses sustained and notified to the Company during the Period of Insurance

## Professional Indemnity Insurance

### Insurance Clauses

#### 1 Civil Liability

The Company will indemnify the Insured in respect of Claims first made against the Insured and notified to the Company during the Period of Insurance in respect of civil liability incurred in connection with the conduct of the Professional Business by or on behalf of the Insured or the Predecessors. The foregoing indemnity extends to include liability which the Insured may incur in respect of any Claim or Claims first made against the Insured during the Period of Insurance

A) for claimant's costs and expenses

B) as a result of any

- 1) decision by an adjudicator appointed to resolve a dispute in accordance with the Scheme for Construction Contracts as contained in the Housing Grants Construction and Regeneration Act 1996 or an adjudication clause or rules contained in a contract
- 2) award by an arbitrator or tribunal of arbitrators (whether under the Surveyors and Valuers Arbitration Scheme 1998 or otherwise)

Provided that no indemnity shall be given to any person committing or condoning any fraudulent or dishonest act or omission

#### 2 Fidelity

The Company will indemnify the Insured named in the Schedule

A) up to a maximum of £100,000 in the aggregate during the Period of Insurance against loss of Money Securities or Property owned or leased by the Insured directly resulting from a Fraudulent Act first discovered and notified to the Company during the Period of Insurance and committed in connection with the Professional Business. Provided that no indemnity shall be given to any person committing or condoning such act and the sum payable shall be only the amount of liability in excess of the amount (if any) recovered from such Employee and

B) up to £5,000 in respect of Investigation Expenses necessarily incurred with the Company's written consent to substantiate the amount of such loss as defined in 2A) above provided that the Insured has established a valid claim under this Insurance and the loss sustained exceeds the Insured's Contribution

#### 3 Awards by Ombudsmen

The Company will indemnify the Insured against any award made by an ombudsman in respect of any case accepted by the ombudsman for review in his position as ombudsman under any recognised scheme and first notified by the ombudsman to the Insured and notified to the Company during the Period of Insurance

The maximum amount payable in respect of any

A) single award made by any ombudsman or

B) series of awards by any ombudsman attributable to the same original cause shall not exceed £100,000

#### 4 Loss of or damage to Documents

The Company will in the event of loss of or damage to Documents occurring in the conduct of the Professional Business and advised to the Company during the Period of Insurance indemnify the Insured in respect of all costs and expenses reasonably incurred by the Insured in replacing or restoring Documents up to a maximum of £50,000 during the Period of Insurance

Provided that

A) such loss or damage is sustained while the Documents are either in transit or in the custody of the Insured or of any person to whom the Insured has entrusted them

B) where the Documents are in electronic format the Insured can demonstrate to the reasonable satisfaction of the Company that the Insured had in place sufficient and proper procedures for the security and the daily back-up of Documents

C) the Company shall not be liable for loss of or damage to Documents arising directly or indirectly from

- 1) the transmission or impact of any Virus
- 2) unauthorised access to a System

#### 5 Compensation for court attendance

In the event of the legal advisers acting on behalf of the Insured with the consent of the Company requiring any of the Insured and at the election of the Insured any other relevant party (not including expert witnesses) to attend any court tribunal arbitration adjudication or other hearing as a witness in connection with a Claim made against the Insured and notified under this Insurance the Company will provide compensation to the Insured named in the Schedule at the following rates for each day on which attendance is required

A) Any principal partner or director of the Insured

£200

B) Any Employee

£100

C) Any other relevant party

£200

#### 6 Defence Costs

The Company will in addition pay Defence Costs in connection with any Claim under Insurance Clauses 1 and/or 3 made against the Insured and notified under this Insurance and in connection with any circumstances which might give rise to a Claim under Insurance Clauses 1 and/or 3. Provided that if the amount payable to dispose of such Claim exceeds the amount available under this Insurance the liability of the Company for other costs and expenses shall be only that proportion which the amount available bears to the amount payable to dispose of such Claim

The Insured's Contribution shall not apply to Defence Costs

## **7 Legal Representation costs**

The Company will pay 80 per cent of costs charges and expenses which are not indemnified as Defence Costs under Insurance Clause 6 incurred by the Insured with the prior written consent of the Company and not otherwise covered by this Insurance for representation at properly constituted hearings tribunals or proceedings in respect of any occurrence arising from the conduct of Professional Business first instigated against the Insured and notified to the Company during the Period of Insurance in respect of any occurrence which may be the subject of indemnity under this Insurance. Provided that the liability of the Company shall not exceed £10,000 during the Period of Insurance

## **8 Estate Agents and Health & Safety Legislation**

The Company will indemnify the Insured for 80 per cent of any reasonable costs and expenses incurred with the prior written consent of the Company up to a maximum of £100,000 in the aggregate during the Period of Insurance in addition to the Limit of Indemnity for the defence of any proceedings first brought against the Insured during the Period of Insurance and notified to the Company during the Period of Insurance under

- A) The Property Misdescriptions Act 1991 and/or
- B) The Estate Agents Act 1979 and/or
- C) The Health and Safety at Work etc Act 1974 and/or
- D) The Health and Safety at Work (Northern Ireland) Order 1978 and/or
- E) The Construction (Design and Management) Regulations 1994 and/or
- F) similar or successor legislation to that detailed in A) to E) above

but only where the Company believes that defending such proceedings could protect the Insured against any concurrent or subsequent Claim arising from the Professional Business undertaken by the Insured and subject to the Company not being liable in respect of any criminal penalties or fines

## **Limit of Indemnity**

- 1** The liability of the Company in respect of Insurance Clause 1 shall not exceed the Limit of Indemnity specified in the Schedule
- 2** Where the Company is liable to indemnify more than one person firm company or body the total amount of indemnity payable under this Insurance shall not exceed the Limit of Indemnity
- 3** All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

## **Exclusions**

The Company shall not be liable in respect of

### **1 Adjudication and Arbitration**

any Claim arising out of or related to any

- A) decision made against the Insured by an adjudicator who was not independent of the parties to the dispute
- B) adjudication arising from an adjudication clause in a contract which contains timetable provisions for adjudication which are more onerous to the Insured than those contained in the Scheme for Construction Contracts referred to in the Housing Grants Construction and Regeneration Act 1996
- C) arbitration award (whether made under the Surveyors' and Valuers' Arbitration Scheme 1998 or otherwise) made in respect of any Claim or counterclaim where the seat of the arbitration was located outside England Wales Scotland or Northern Ireland unless that seat was agreed to by the Company

### **2 Asbestos Risks**

any liability based upon or arising out of or relating directly or indirectly to or in consequence of Asbestos Risks

However this Exclusion shall not apply where such liability arises as a direct result of any negligent act error or omission committed or alleged to have been committed by the Insured in the conduct of Professional Business involving Asbestos Risks to the extent any Claim is

- A) for the cost of re-performance of the Insured's work and /or rectification and/or remediation or
- B) made in respect of any diminution in value of buildings and/or structures (or any part of either or both of them) arising out of a survey and/or valuation by the Insured undertaken in accordance with RICS Practice Statements or standard market procedures relating to survey and valuations

Provided that

- 1) No indemnity shall be granted in respect of any
  - a) Bodily Injury to any person or
  - b) loss of or damage to property other than that part of the building and/or structure which requires re-performance of the Insured's work and/or rectification and/or remediation
- 2) The liability of the Company for damages claimant's costs expenses and Defence Costs arising out of all Claims notified during the Period of Insurance directly or indirectly resulting from Asbestos Risks shall not exceed £250,000

### **3 Bodily Injury to Employees**

Bodily Injury to an Employee arising out of and in the course of his employment for or on behalf of the Insured

### **4 Contractual Liability including Collateral Warranties**

any Claim arising from any contractual agreement where the liability incurred by the Insured in the agreement exceeds the amount of the Insured's liability in the absence of such agreement in respect of

- A) the acceptance by the Insured of or the guarantee by the Insured of fitness for purpose where this appears as an express term or
- B) any express guarantee given by the Insured including any relating to the period of a project or
- C) any express contractual penalty made between the Insured and a third party or
- D) any acceptance by the Insured of liability for liquidated damages

Notwithstanding this Exclusion this Insurance will indemnify the Insured in respect of Claims or costs or expenses arising out of liability assumed under the standard Warranty Agreements published by the British Property Federation or the Construction Industry Council

## **5 Controlling Interest**

any Claim made against the Insured by

- A) any entity in which the Insured or any partner member or director or any combination of partners members or directors of the Insured exercises or has exercised a controlling interest
  - B) any entity exercising a controlling interest over the Insured by virtue of their having a financial or executive interest in the operation of the Insured
- unless such Claim emanates from an independent third party

## **6 Directors' and Officers' Liability**

any Claim against any Insured in their capacity as a director officer or trustee in respect of the performance or non-performance of their duties as a director officer or trustee

## **7 Dishonesty after reasonable cause**

any dishonest or fraudulent act or omission committed by any person after there is reasonable cause for suspicion of fraud or dishonesty in relation to such person

## **8 Employment**

any Claim arising from any liability to any Employee former employee or prospective employee in respect of employment related libel slander humiliation or defamation wrongful dismissal repudiation or breach of any employment contract or arrangement termination of a training contract or contract of apprenticeship harassment discrimination or like conduct

## **9 Financial Services**

liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving any investment activities which are regulated by the Financial Services Authority and which relate to investments of the kind formerly described in Part I of Schedule 1 to the Financial Services Act 1986

Provided that this Exclusion will not apply to investments which were not previously included in Part I of Schedule 1 to the Financial Services Act 1986 but which are included in any legislation which replaces or succeeds the Financial Services Act 1986 or any statutory successor thereto

## **10 Fines Penalties and Punitive Damages etc.**

any fines penalties punitive or exemplary aggravated damages where such damages have been identified separately within any award of a court or the multiple portion of any multiplied damage award

## **11 Insolvency of the Insured**

any Claim arising out of or relating solely to the insolvency or bankruptcy of the Insured

Provided that this Exclusion shall not apply to any Claim

- A) in respect of monies held on behalf of third parties and/or
- B) for which the Insured would otherwise be indemnified by this Insurance but for the insolvency or bankruptcy of the Insured

## **12 Insured's Contribution**

the Insured's Contribution

## **13 Market Fluctuation**

any liability based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving the financial return of any investment or the depreciation or loss of investments when such financial return depreciation or loss is as a result of normal or abnormal fluctuations in any financial stock commodity or other markets which are outside the influence or control of the Insured

Provided that this Exclusion will not apply to Professional Business of the Insured in connection with the following

- A) Survey and/or valuation of any tangible property for the purpose of any sale proposed sale purchase or proposed purchase
- B) Survey and/or valuation of any tangible property for insurance or stock valuation purposes

## **14 Nuclear**

loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from

- A) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
- B) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

## **15 Ombudsman's costs and expenses**

any costs or expenses associated with the investigation conduct or settlement of any case(s) accepted by an ombudsman for review in his position as ombudsman

## **16 Pollution**

any Claim or Claims based upon or arising out of or relating directly or indirectly to or in consequence of or in any way involving seepage pollution or contamination of any kind This Exclusion shall not apply where such Claim arises from the Insured's negligent structural design or specification or failure to report a structural defect in a property but cover shall nevertheless only extend to that part of any Claim which relates to the cost of re-designing re-specifying remedying and/or rectifying the defective structure but shall not include the cost of remedying and/or rectifying any loss of or damage to the environment or any loss of value For the purposes of this Exclusion only Asbestos is not deemed to be a contaminant

## 17 Previous claims or circumstances

- A) the consequence of any circumstance
  - 1) notified under any insurance which was in force prior to the inception of this Insurance
  - 2) known to the Insured or which should have been known to the Insured at the inception of this Insurance which might reasonably be expected to produce a Claim
- B) any Claim made against the Insured prior to the Period of Insurance

## 18 Supply of Goods

any Claim arising out of the supply of any goods by the Insured or products manufactured constructed altered repaired treated sold supplied or distributed by the Insured Provided this Exclusion shall not apply to project models or displays

## 19 Surveys and Valuations (qualifications and experience)

any Claim arising as a result of a survey and/or valuation unless it was undertaken by

- A) a Fellow or Professional Member of the Royal Institution of Chartered Surveyors (RICS) or
- B) a Fellow or Associate of the Incorporated Society of Valuers and Auctioneers (ISVA) or
- C) a Fellow or Associate of the Architects and Surveyors Institute (ASI) or
- D) a Fellow or Associate of the Faculty of Architects and Surveyors (FFAS) or
- E) a Fellow or Associate of the Royal Institute of British Architects (RIBA) or
- F) a Fellow or Associate of the Royal Institute of Architects in Scotland (RIAS) or
- G) a person with not less than five years' experience of such work or
- H) any other person delegated by the Insured to undertake such work as part of their training subject to the work being supervised by a person in any of categories A) to F) above

## 20 Trading Losses

any Claim arising out of or in connection with any trading losses or liabilities incurred by the Insured stated in the Schedule or any business managed by or carried on by the Insured

## 21 Transportation or Property

the ownership use occupation or leasing of mobile or immobile goods or property by or on behalf of the Insured

## 22 United States and Canada Jurisdiction and Operations

- A) damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any Claim made or suit brought against the Insured before any arbitrator tribunal or court in the United States of America its territories and possessions or Canada
- B) the enforcement upholding or registration against the Insured by any arbitrator tribunal or court outside the United States of America its territories and possessions or Canada of any damages or other monetary awards judgments or negotiated settlements claimant's costs and expenses and Defence Costs connected with or arising out of any Claim made or suit brought against the Insured before any arbitrator tribunal or court of the United States of America its territories and possessions or Canada
- C) the operations of the Insured or any director member Employee agent branch subsidiary or parent company in the United States of America its territories and possessions or Canada

## 23 War and Terrorism

any Claim arising directly or indirectly out of War Risks or Terrorism

## Definitions

For the purposes of Professional Indemnity Insurance

### 1 Acting in Collusion means

all circumstances where

- A) two or more Employees or
  - B) an Employee or Employees and any other person or persons
- are concerned or implicated together or materially assist each other in committing a Fraudulent Act

### 2 Asbestos means

crocidolite amosite chrysotile fibrous actinolite fibrous anthophyllite or fibrous tremolite or any mixture containing any of those minerals

### 3 Asbestos Containing Materials means

any material containing Asbestos or Asbestos Dust

### 4 Asbestos Dust means

fibres or particles of Asbestos

### 5 Asbestos Risks means

- A) the presence of Asbestos Asbestos Dust or Asbestos Containing Materials
- B) the release of Asbestos Dust
- C) the exposure of persons buildings or property to Asbestos Dust or Asbestos Containing Materials

### 6 Bodily Injury means

death disease illness or bodily or mental injury

**7 Claim** means

- A) service of a Claim Form Counterclaim Other Additional Claim Application Notice Notice of Appeal Witness Summons or similar legal document including an application for any related injunction
- B) a reference to or notification of intention to commence or the commencement of proceedings of any kind including arbitration proceedings or
- C) a written communication including electronic communications (whether or not containing a demand for compensation or damages) asserting a legal liability on the part of the Insured
- D) any communication in whatsoever form invoking any Pre-Action Protocols as may be issued and approved from time to time

**8 Defence Costs** means

all other costs and expenses (other than costs incurred in accordance with Condition 9B)) which are incurred by the Company or by the Insured with the Company's written consent

**9 Documents** means

- all
  - A) documents (excluding bearer bonds coupons bank or currency notes or other negotiable instruments)
  - B) computer systems records
- the property of the Insured or for which the Insured is responsible

**10 Employee** means

any person including any trainee or consultant under a contract of service with the Insured or the Predecessors in respect of the Professional Business at the time of any conduct giving rise to a Claim against the Insured or at the time of any other occurrence which may be the subject of indemnity under this Insurance

**11 Fraudulent Act** means

any act of fraud or dishonesty committed by any Employee acting alone or Acting in Collusion committed with the principal intent of obtaining an improper personal financial gain for themselves or for any other person or organisation intended by such Employee to receive such gain

"Improper personal financial gain" shall not include salary commissions fees bonuses promotions awards profit sharing pensions or other emoluments or benefits earned in the normal course of employment

**12 Insured's Contribution** means

the amount for which the Insured is responsible under Insurance Clauses 1 2 and 3 of this Insurance in respect of any one Claim Provided that the Insured shall not be responsible for an amount exceeding any maximum amount/s permitted by the RICS Policy Wording issued by the Royal Institution of Chartered Surveyors or the latest Rules of the National Approved Letting Scheme applicable at the inception of the Period of Insurance

All Claims attributable to the same act error or omission or series of acts errors or omissions consequent upon or attributable to the same original cause or source will be regarded as one Claim

**13 Insured** means

the Insured as named in the Schedule The following will be indemnified in like manner to the Insured in respect of Claims arising out of the Professional Business Provided that each shall as though the Insured observe and be subject to the terms of this Insurance so far as they can apply

- A) any current partner director or member or former partner director or member of the Insured
- B) any person who may subsequently become a partner director or member of the Insured during the Period of Insurance
- C) any former partner director or member of the Predecessors
- D) any retired partner director or member of the Insured remaining as a consultant to the Insured
- E) in respect of Professional Business undertaken on behalf of the Insured
  - 1) any Employee or former Employee
  - 2) those persons named as consultants or former consultants in the proposal form completed by the Insured and accepted by the Company
  - 3) any self-employed person
- F) any estate heirs and executors and/or legal/personal representatives of any of those included in A) to E) above in the event of their death incapacity insolvency or bankruptcy

**14 Investigation Expenses** means

expenses incurred solely to substantiate the amount of a loss but does not mean expenses paid by the Insured to its own staff for salaries wages or similar expenses

**15 Microchip** means

a unit of packaged computer circuitry manufactured in small scale and made for program logic and/or computer memory purposes and expressly including integrated circuits and microcontrollers

**16 Money** means

currency coins and bullion or monetary balances held at a financial institution to the credit of the Insured

**17 Predecessors** means

any person practice or other firm to which the Insured has succeeded

**18 Professional Business** means

- A) those services (including the giving of advice) which are normally undertaken by members of the Royal Institution of Chartered Surveyors in relation to the Business described in the Schedule
- B) services performed (including advice given) by the Insured whilst holding an individual appointment in respect of work directly or indirectly connected with the Business described in the Schedule where
  - 1) those services are normally undertaken by members of the Royal Institution of Chartered Surveyors or have otherwise been declared to the Company and
  - 2) (if a fee was charged) the fee with respect to such services or advice is taken into account in ascertaining the income disclosed to the Company

**19 Property** means

tangible property other than Money or Securities

**20 Securities** means

Negotiable and non-negotiable instruments representing either Money or Property but not including Money or Property

**21 System** includes

computers other computing and electronic equipment linked to computer hardware electronic data processing equipment Microchips and anything which relies on a Microchip for any part of its operation and includes for the avoidance of doubt any computer installation

**22 Terrorism** means

an act of any person acting on behalf of or in connection with any individual or organisation which carries out activities directed towards the overthrowing or influencing by force or violence of Her Majesty's government in the United Kingdom or any government de jure or de facto

**23 Virus** means

programming code or series of instructions designed to achieve an unexpected unauthorised and/or undesirable effect or operation when loaded onto a System transmitted between Systems by transfer between computer systems via networks extranets internet or electronic mail or attachments thereto or via floppy diskettes or CD-ROMs or otherwise and whether involving self replication or not

**24 War Risks** means

war invasion act of foreign enemy hostilities (whether war be declared or not) civil war rebellion revolution insurrection or military or usurped power

**Special Benefits**

- 1 In the event of non-disclosure or misrepresentation the Company will waive its rights to avoid this Insurance provided that
  - A) the Insured is able to establish to the satisfaction of the Company that such non-disclosure or misrepresentation was innocent and free from any fraudulent conduct or intent to deceive
  - B) the Premium and terms shall be adjusted at the discretion of the Company to those which would have applied had such circumstances been disclosed
  - C) where the Insured should have notified during a preceding Period of Insurance either a Claim made against the Insured or circumstances which could give rise to a Claim and the indemnity or cover to which the Insured would have been entitled was in any way more restricted than that provided at the date of notification the Company shall be liable only to the extent applicable during such preceding Period of Insurance
- 2 The Company shall not avoid any claim under this Insurance on the grounds of the breach of Conditions 1 4 or 5 of this Insurance subject to proviso C) in Special Benefit 1 but where the Insured has prejudiced the handling or settlement of any Claim the amount payable in respect of such Claim (including costs and expenses) shall be reduced to such sum as in the Company's opinion would have been payable in the absence of such prejudice
- 3 In the event of any dispute or disagreement between the Insured and the Company regarding the application of Special Benefits 1 and 2 such dispute or disagreement shall be referred by either party for arbitration to any person nominated by the President for the time being of The Royal Institution of Chartered Surveyors

**Conditions**

- 1 The Insured shall give written notice to the Company (regardless of the Insured's Contribution) as soon as possible after becoming aware of circumstances which might reasonably be expected to produce a Claim irrespective of the Insured's views as to the validity of the Claim or on receiving information of a Claim for which there may be liability under this Insurance Any Claim arising from such circumstances shall be deemed to have been made in the Period of Insurance in which such notice has been given
- 2 The Insured shall as a condition precedent to its right to indemnity in respect of any adjudication for which indemnity is available under Insurance Clause 1
  - A) notify the Company within 2 working days of receipt of any notice of intention to adjudicate notice of adjudication referral notice or any adjudication notice pursuant to contract
  - B) not serve any of the notices referred to in Condition 2A) without the prior written consent of the Company unless in the Insured's reasonable opinion service of those notices will not give rise to a Claim against the Insured
- 3 The Insured shall as a condition precedent to its right to indemnity under Insurance Clause 3 give immediate notice to the Company in writing as soon as it becomes aware that any ombudsman is reviewing a case directly affecting the Insured
- 4 All documents supporting any Claim shall be forwarded to the Company immediately on receipt No admission offer promise payment or indemnity shall be made or given by or on behalf of the Insured without the written consent of the Company

- 5 The Insured shall give all such assistance as the Company may require but the Insured shall not be required to contest any legal proceedings unless a Queen's Counsel (or by mutual agreement between the Insured and the Company a similar authority) shall advise that such proceedings could be contested with the probability of success
- 6 The Company shall be entitled to take over and conduct in the name of the Insured the defence or settlement of any Claim or to prosecute in the name of the Insured for its own benefit any Claim and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim
- 7 In connection with any Claim against the Insured the Company may at any time pay to the Insured the Limit of Indemnity (after deduction of any sums already paid as damages or claimant's costs and expenses in respect of such Claim) or any less amount for which such Claim can be settled and thereupon the Company shall relinquish the control of such Claim and be under no further liability in connection therewith except for costs and expenses for which the Company may be responsible under this Insurance in respect of matters prior to the date of such payment
- 8 If at the time any claim arises under this Insurance the Insured is or but for the existence of this Insurance would be entitled to indemnity under any other policy or policies the Company shall not be liable except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected
- 9 In respect of any claim made under Insurance Clauses 1 or 2 arising out of any dishonest or fraudulent act or omission on the part of any current partner member principal or director of the Insured or any Employee
  - A) the Insured must immediately take all reasonable steps to prevent further loss
  - B) if the Company so requests the Insured shall take all reasonable steps to effect recovery from the person committing or condoning such dishonest or fraudulent act or omission or from the personal representatives of such person
  - C) any monies recovered following action as described in 9 B) above will be deducted from any amount payable under this Insurance

#### **10 Law Applicable Clause**

Unless the parties have agreed otherwise in writing any dispute concerning the interpretation of the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

- 11 Where the Insured or any person indemnified in like manner to the Insured as described in Definition 13 is a member of the Royal Institution of Chartered Surveyors in any dispute in connection with the terms Conditions Exclusions or limitations of this Insurance it is specifically understood and agreed that the terms conditions exclusions and limitations of the RICS Policy Wording issued by the Royal Institution of Chartered Surveyors applicable at the inception of the Period of Insurance shall take precedence over any terms Conditions Exclusions or limitations contained herein which are less favourable to the Insured

#### **Renewal Procedure**

Prior to Renewal Date each year the Company will request the Insured to complete a renewal declaration form

The renewal premium (and if applicable any adjustment of premium for the past year) will be calculated on the information provided by the Insured

Renewal will not be invited unless a satisfactory declaration is received by the Company prior to Renewal Date Failure to submit a renewal declaration form prior to renewal will cause this Insurance to be lapsed from the Renewal Date

#### **Interpretation**

In this Insurance

- 1 the singular includes the plural and vice versa
- 2 the male gender includes the female and neutral genders
- 3 references to any Act or law include any rules or regulations promulgated thereunder and any re-enactment replacement amendment or modification thereof in whole or part and whether before or after the date of this Insurance
- 4 the use of headings and sub-headings is for ease of reference only and is not intended to be construed as an aid to interpretation

# Drainage and Water Search



*Economy HIP*

# **CON29DW**

## **Drainage and Water Enquiry**

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

**Customer:  
Property Information Exchange**

**Property:  
4 North View, Eastburn, Keighley, BD20 8TY**

**Prepared by:  
Yorkshire Water Services Ltd. t/a Safe-Move  
P.O.Box 99  
Bradford  
West Yorkshire  
BD3 7YB**

**Telephone 0800 1 385 385**

**Facsimile 01274 804086**

**E-mail [safemove@yorkshirewater.com](mailto:safemove@yorkshirewater.com)**

**DX 723020 Bradford 20**

## General Provisions

In response to the enquiry for drainage and water information, this search report was prepared following examination of Yorkshire Water Services Limited's records held at Western House, Halifax Road, Bradford BD6 2LZ and other summary records derived from the original. Yorkshire Water Services Limited is responsible for the accuracy of the information contained within the search report.

Yorkshire Water Services Limited trading as Safe-Move has carried out enquiries in to the property whose address is detailed on the front page of this report in accordance with its Terms and Conditions of sale which are set out in Appendix 2.

## Question 1 - Interpretation of Drainage and Water Enquiry

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of the Schedule 8 of Statutory Instrument 2007 No 1667 known as the Home Information Pack (No. 2) Regulations 2007 (the "Regulations").

## Question 2 - Enquiries and Responses

This search report was completed by Yorkshire Water Services Limited trading as Safe-Move and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries.

In the event of any queries about this report, enquires should be directed to Safe-Move whose contact details can be found below.

Safe-Move has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal complaints procedure including our address for all correspondence is set out below:

### Safe-Move Complaints Procedure.

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

Our contact details are:

Safe-Move  
PO Box 99  
Bradford  
BD3 7YB

free phone 0800 1 385 385  
e mail: [safe-move@yorkshirewater.com](mailto:safe-move@yorkshirewater.com)

If you call us, we'll try to answer your enquiry or complaint immediately. If we can't we'll arrange to ring you back within an agreed timescale.

If you are not satisfied with the initial response, you should set out the basis of your complaint in writing by email, fax or letter. If you write to us we will look into the problem and reply within 5 working days of receipt.

If we fail to give you a written response within 5 working days Safe-Move will pay you £10.00 regardless of the outcome of your complaint.

On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.

If we consider your complaint to be justified, or we have made an error in your search result, we will automatically refund your search fee. We will also provide you with a revised search and undertake the necessary action to put things right. You will be kept informed of any action required.

If your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay we will automatically refund your search fee.

If you are still not satisfied with the outcome of your complaint, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate. We'll let you know the outcome of your review, in writing, within 10 working days. At any time, if you ask us to, we will liaise with counselling organisations acting on your behalf.

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



**Yorkshire Water Services Ltd T/A Safe-Move is registered with the Property Codes Compliance Board as a subscriber to the Search Code.**

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

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

**The Code's main commitments**

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

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

**Keeping to the Search Code**

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

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

**IPCAS Contact Details:** Telephone: 020 7520 3800 Email: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

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

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

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

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

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

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

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

1. Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
2. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
3. 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.
4. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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

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

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

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

### **such an agreement?**

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

1. 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
2. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.
3. 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.

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

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

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. If this enquiry relates to a new development of more than one plot the boundary for the entire site has been used to answer this question in accordance with the map supplied and is therefore not property specific.
3. The presence of a public sewer within the boundary of the property may restrict further development within that boundary. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.
4. 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 these details be checked with the developer.

### **Question 8 - 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.

1. If this enquiry relates to a new development of more than one plot the boundary for the entire site has been used to answer this question in accordance with the map supplied and is therefore not property specific.
2. 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.
3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
4. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

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

There are no records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, 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.

1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
2. Prior to 1997 Yorkshire Water had sewerage arrangements with the Local Authorities as a result of which there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H4 of The Building Regulations 2000 but Yorkshire Water only acts as a consultee and final approval remains with the Building Inspectorate.

**Question 10 - 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.

1. The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
2. Assets other than vested water mains may be shown on the plan, for information only.
3. Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
4. 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.

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

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

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

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

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the sewerage undertaker for the area and Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the water undertaker for the area.

**Question 13 - Is the property connected to mains water supply?**

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

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

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

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. The presence of a public water main within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.
3. If this enquiry relates to a new development of more than one plot the boundary for the entire site has been used to answer this question in accordance with the map supplied and is therefore not property specific.

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

The charges are based on the rateable value of the property of £31.00 and the charge for the current financial year is £140.65.

1. Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Company may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
  - watering the garden, other than by hand
  - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
  - a bath with capacity greater than 230 litres
  - a reverse osmosis unit
3. 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) Web Site: [www.ofwat.gov.uk](http://www.ofwat.gov.uk)

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

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

1. Water and Sewerage Undertakers full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Water Undertaker may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
  - watering the garden, other than by hand
  - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
  - a bath with capacity greater than 230 litres
  - a reverse osmosis unit
3. It should be noted that a change in the charging basis is not expected if there is no change in use of the property. In the event of any doubt please contact the company responsible for billing the property as detailed in questions 19 and 20.

**Question 17 - Is a surface water drainage charge payable?**

Records confirm that a surface water drainage charge is payable for the property at £37.34 for each financial year

1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.

2. Where surface water charges are payable but on inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
3. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

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

Records indicate that the property is not served by a water meter.

Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact :

Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD  
0845 1 24 24 24  
www.yorkshirewater.com

**Question 19 - Who bills the property for sewerage services?**

The property is billed for sewerage services by:  
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD  
0845 1 24 24 24  
www.yorkshirewater.com

Don't forget to let us know when you've moved. Go on-line at [www.yorkshirewater.com/moving](http://www.yorkshirewater.com/moving) - it's quick and easy!

**Question 20 - Who bills the property for water services?**

The property is billed for water services by:  
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD  
0845 1 24 24 24  
www.yorkshirewater.com.

Don't forget to let us know when you've moved. Go on-line at [www.yorkshirewater.com/moving](http://www.yorkshirewater.com/moving) - it's quick and easy!

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

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

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
2. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
3. At Risk properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Director General of Water Services. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.
4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.
5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not

- been reported to the Sewerage Undertaker.
6. Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.
  7. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

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

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

1. It should be noted that low water pressure can occur from private water mains, private supply pipes (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private water mains, supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter.
2. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
3. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).
4. 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 Institute of Plumbing handbook.
5. 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
6. 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.
7. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
8. One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Firefighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.
9. Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

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

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

1. Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.
2. 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

3. Water quality is normally tested at the tap used for domestic consumption normally in 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.
4. 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 Undertaker for further advice.
5. The Water Undertaker 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.
6. The data collected by the Water Undertaker 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 operational can be examined. Further information may be found at [www.dwi.gov.uk](http://www.dwi.gov.uk)

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

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

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 the water company detailed in Q12 if you require further information.

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

The nearest sewage treatment works and its distance from the property is as shown in the public sewer map supplied.

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

## Appendix 1 General Interpretation

### 1. (1) In this Schedule—

“the 1991 Act” means the Water Industry Act 1991(a);

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000(b);

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001(c);

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

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

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

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

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

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

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

(b) is not a public sewer;

“drain” means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or

yards appurtenant to buildings within the same curtilage;

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

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

“lateral drain” means—

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

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

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

“maintenance period” means the period so specified in an adoption agreement as a period of time—

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

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

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

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

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

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

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

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

(d) otherwise;

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

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

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

“sewerage services” includes the collection and disposal of foul and surface water and any

other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

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

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

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

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

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

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

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

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

(a) 1991 c. 56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

## **APPENDIX 2 - 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 the water service company or their data service provider producing 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 an interest in the Property including their mortgage lender.

‘the Regulations’ means the Home Information Pack (No. 2) Regulations 2007.

### **Agreement**

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.

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**

2.1 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:-

2.2. 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 first produced and sent to the Customer.

2.3. 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.

2.4. The information contained in the Report is based upon the accuracy of the address supplied to The Company.

- 2.5. 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 which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.
- 2.6. 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 their 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 Customer, 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 is 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 that supplies 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 Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties.
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

**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 on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.













**Payment**

- 5.1 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 has an account with The Company for payment for Reports, The Company must receive payment for Reports in full before the Report is produced. For Customers with accounts, payment terms will be as agreed with The Company.







**General**

- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations
- 6.5 These terms and conditions may be enforced by the Customer, the Client and the Purchaser

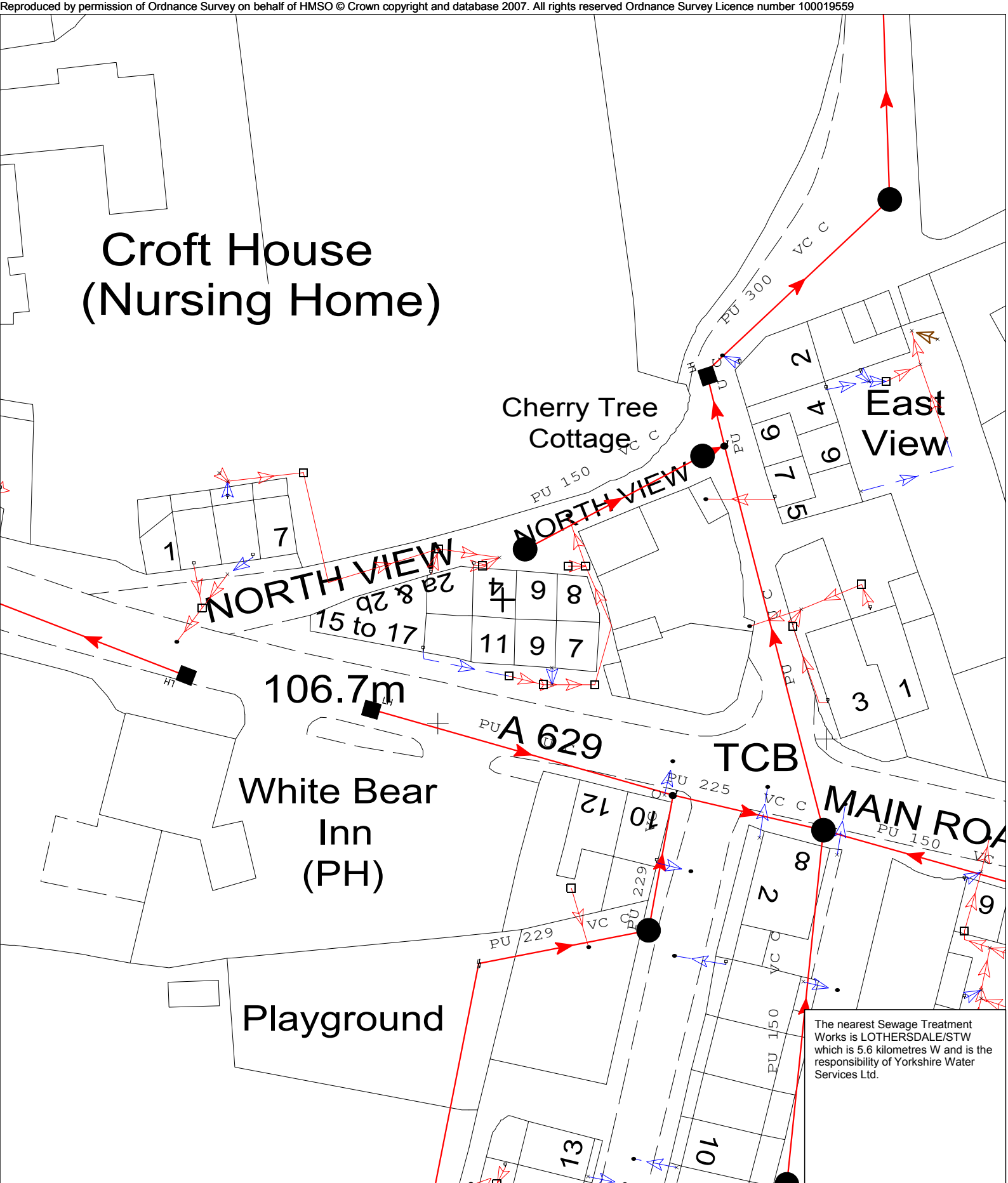
## Sewer Legend

	Combined Sewer		S24 Combined Sewer
	Surface Water Sewer		S24 Surface Water Sewer
	Foul Sewer		S24 Foul Sewer
	Section 104 Sewer		Public Rising Main
	Pumping Station		Abandoned Sewer
	Public Sewage Treatment Works		Syphon Sewer & Vacuum Sewer
<b>+</b>			Property Identifier

## Water Legend

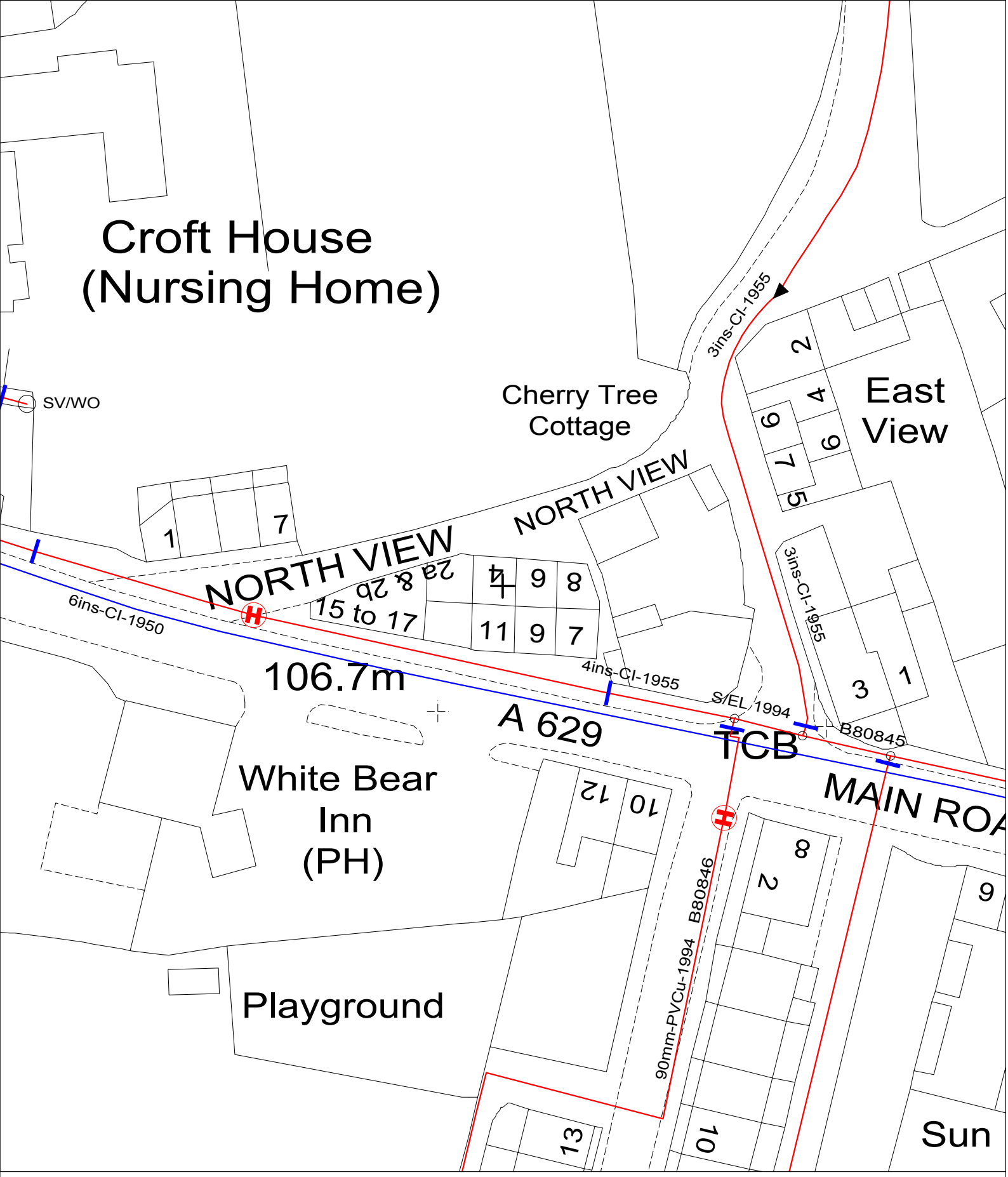
	Water Main 4" and below
	Water Main 4" and above
	Raw Water Main
	Private Water Main
	Fire Hydrant
	Pumping Station

# Croft House (Nursing Home)



The nearest Sewage Treatment Works is LOTHERSDALE/STW which is 5.6 kilometres W and is the responsibility of Yorkshire Water Services Ltd.

# Croft House (Nursing Home)



Public Clean Water Network 12/03/2009 16:58:26 OS Grid Coordinates: 401944 : 444423 Map Name : SE0144SE sugdenm

For queries relating to this HIP contact:

Independent HIP Limited  
3 Duck Farm Court  
Station Way  
Aylesbury  
Buckinghamshire  
HP20 2SQ

Tel: 0845 508 3188 (Calls charged at a local rate)  
Fax: 0845 508 3189  
Email: [admin@independenthip.co.uk](mailto:admin@independenthip.co.uk)



### **Keeping to the HIP Code**

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

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

IPCAS contact details:  
Tel: 020 7520 3810  
Email: [info@idrs.ltd.uk](mailto:info@idrs.ltd.uk)

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

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