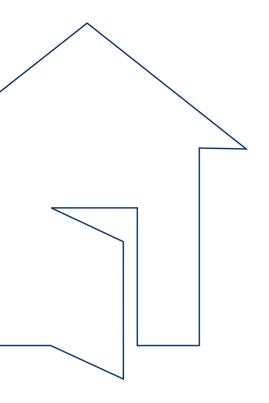




# With Allitt Estate Agency It's plain sailing

# 44 Harrington Avenue Blackpool FY4 1QE

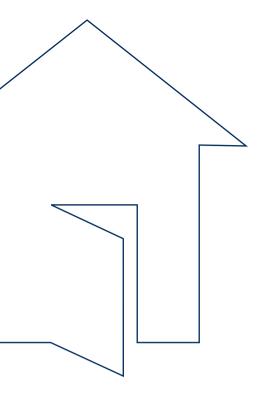
Allitt Estate Agency 78 Topping Street Blackpool Lancashire, FY1 3AD Telephone 01253 752700 Fax 01253 294596 Email Blackpool@Allitt.co.uk



# contents

- Index
- Property Information Questionnaire
- Energy Performance Certificate/ Predicted Energy Assessment/ Sustainability Certificate (New Homes Only)
- Sale Statement
- Land Registry Documents
- Local Authority and Water and Drainage Enquiries
- Authorised Documents





Index

# **Home Information Pack Index**

44 Harrington Avenue Blackpool FY4 1QE	

# **Required Documents**

Home Information Pack document	Date of document	(Inc.) - Included (N/I) - Not Included (N/A) – Not Applicable	Further information/details of steps being taken to obtain documents not included
Index	29/09/09		
Property Information Questionnaire	14/09/09		
Energy Performance Certificate/Predicted Energy Assessment	25/09/09		
Sustainability Certificate		☐ Inc. ☐ N/I ☑ N/A	
Sale Statement	17/09/09		
Title & Lease Information (as applica	able)		
Land Registry individual Register	16/09/09		
Land Registry title plan	16/09/09		
Official search of Land Registry index map		☐ Inc. ☐ N/I ☑ N/A	
Deduction of title documents		☐ Inc. ☐ N/I ☑ N/A	
The lease or proposed lease if a new property		☐ Inc. ☐ N/I ☑ N/A	
Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession		☐ Inc. ☐ N/I ☑ N/A	
Search Reports			
Local land charges & local enquiries	28/09/09		
Optional/ additional local enquiries		☐ Inc. ☐ N/I ☑ N/A	
Drainage & Water enquiries	27/10/09		

# **Authorised Documents**

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





# Property Information Questionnaire

# ALLITTESTATE AGENTS

ANTONIA SELLENGIA DE LA CONTRACTORIO DE LA CONTRACT

enaled PID to FSG

# **Property Information Questionnaire**

Please email the completed Property Information Questionnaire to one of the following email addresses, depending on your marketing office:

For Blackpool:

carla.whewell@allitt.co.uk

For Cleveleys:

mark.luxton@allitt.co.uk

For Lytham St Annes:

jak.blanthorn@allitt.co.uk

For Poulton:

sarah.regan@allitt.co.uk

If you are unable to email the completed form back to us, then please post back to the relevant office.

# **Property Information Questionnaire**

# Part 1

# About this form -

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

# If you are the seller, you should be aware -

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

# If you are an estate agent you should be aware -

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

# If you are the buyer you should be aware -

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

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

Where the property being sold is a leasehold property, the seller must also complete

Part 2 of this questionnaire.				
ALL PROPERTIES				
a. The postal address of the property	44 HARRINGTON NE BLACKTOOL			
b. The name of the seller				
c. The date the PIQ was completed	4/09/09 [8] month [] year 1975			
When was the property purchased?	[8] month [] year 1975			
Is your property a listed building or contained in a listed building?	Yes No Don't know			
3. What council tax band is the property in?	Band: A B C D E F G H			
[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]				
4. What parking arrangements exist at your	Garage			
property?	Allocated parking space			
7	Driveway			
	On street			
	Resident permit			
	Metered parking			
	Shared parking			
	specify other :			
Other issues affe	ting the property			
5. Has there been any damage to your	Yes			
property as a result of storm or fire since you have owned it?	No			
you have owned it?	Don't know			
5a. If "yes", please give details.				

<ul><li>6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?</li><li>6a. If "yes", please state whether any of these claims are outstanding.</li></ul>	Yes No Don't know
7. Are you aware of any flooding at your property since you have owned it or before?	Yes
7a. If "yes", please give details.	
8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood)?	Yes No Don't know
8a. If "yes", please give details.	NOT AT RISLE
8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	
9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?	Yes No Don't know
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	

	Utilities an	d Services	
10 le there	central heating in your property?	Yes	
10.15 (11616	central fleating in your property:	No	
		Don't know	
		Don't know	
central h	', please give details of the type of neating (examples: gas-fired, oil lid fuel, liquid gas petroleum).	GAS FIRED	
	as your central heating or other heating system last serviced?	Last serviced [year] a report is/isate available /2/08	iet
. ,	0,	Not serviced	
		Don't know	
	ras the electrical wiring in your related?	Last serviced [year] a report is/is r available	ot
	2007	Not checked	
		Don't know	
	·		
13.Please i	ndicate which services are connect	ed to your property:	
	Services	Connected	
	Electricity		
	Gas		
	Water mains or private water supply		
	Drainage to public sewer (if not connected please		
	indicate whether there is a cesspool or septic tank)		
	l		
	cesspool or septic tank)		
	cesspool or septic tank) Telephone		
Aan	cesspool or septic tank) Telephone Cable TV or Satellite Broadband	the property	
	cesspool or septic tank) Telephone Cable TV or Satellite Broadband	the property	
	cesspool or septic tank) Telephone Cable TV or Satellite Broadband	the property  Yes	

bathroom) to the property?	Don't know
14a. If "yes", please give details of the nature of the work	N/A
14b. Was building regulation approval obtained?	Yes No Don't know
14c. Was planning permission obtained?	Yes No Don't know
14d. Was listed building consent obtained?	Yes No Don't know
If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").	DOIT CRITOW
15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes No
· · · · · · · · · · · · · · · · · · ·	Don't know
15a. If "yes", please give details of changes and guarantees, if held.	ALL WINDOWS REPLACED  SAR 2 FEATURE NINDOWS  IN THE HALL OVER THE  LY YLARS WE HAVE OWNED  THE PROPERTY
	THE PROPERTY
	٠.

16a. If "yes", please give details.  17. Does any other person have a right of access through your property?  17a. If "yes", please give details.  Leasehold properties  18. Is your property a leasehold property?  If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.  PART 2: LEASEHOLD PROPERTIES  Only complete this part if the property is a leasehold property.  If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.
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Before entering into a binding commitment, buyers should confirm any matter relating to the
leasehold ownership by reading the lease and checking the position with their conveyancer.
Additional information for leasehold properties
19. What is the name of the person or
organisation to whom you pay -
19a. ground rent; and
19b. service charges (if different from (a)
above)?
20. How many years does your lease have left to run?
to run:
21. How much is your current annual ground rent?

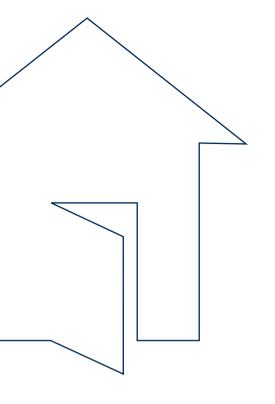
22 Harrimond in construction	
22. How much is your current annual service charge?	•
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	
24. Are you aware of any proposed or ongoing major works to this property?	Yes No Don't know
24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	
25. Does the lease prevent you from -	Yes
25a. Sub-letting?	No
	Don't know
25b. Keeping pets?	Yes
	No
	Don't know
26. Does the lease allow you to:	
26a. Use a car park or space?	Yes
	No
	Don't know
26b. Have access to a communal garden	
(where applicable)?	Yes
	No
	Don't know
27. Leases often permit or prevent certain	Yes
types of activity relating to the use of the property, those referred to in question (25)	No
are examples. Are there any other	Don't know
conditions or restrictions in the lease which could significantly impact on a person's	
organicantly impact off a person's	

use of the property?	
27a. If "yes", please specify.	

# **Explanatory Notes to Numbered Items**

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

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



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

# **Energy Performance Certificate**



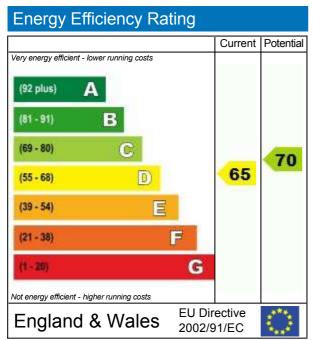
44, Harrington Avenue BLACKPOOL FY4 1QE Dwelling type: Semi-detached house
Date of assessment: 24 September 2009

Date of certificate: 25-Sep-2009

Reference number: 8871-6421-4620-0674-4022

Total floor area: 104 m<sup>2</sup>

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



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

# Environmental Impact (CO<sub>2</sub>) Rating Current | Potential Very environmentally friendly - lower CO2 emissions (92 plus) /A (81 - 91)8 (69 - 80)6 69 (55 - 68)D 63 (39 - 54)(21 - 38)(1 - 20)Not environmentally friendly - higher CO₂ emissions **EU** Directive **England & Wales** 2002/91/EC

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 (CO2) emissions and fuel costs of this home

	Current	Potential
Energy use	243 kWh/m² per year	204 kWh/m² per year
Carbon dioxide emissions	4.2 tonnes per year	3.5 tonnes per year
Lighting	£65 per year	£52 per year
Heating	£641 per year	£569 per year
Hot water	£128 per year	£104 per year

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

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



This EPC and recommendations report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's 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** 

# 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: NHER002628
Assessor's name: Mr Ben Johnson

Company name/trading name: ALL EPC

Address: 52 Topping Street, Blackpool, Lancashire, FY1 3AD

Phone number: 01253 752700 Fax number: 0871 433 8744

E-mail address: allepc@btconnect.com

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

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

# About the building's performance ratings

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

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

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

# About the impact of buildings on the environment

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

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

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

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

NES one Version 5.7.1 (SAP 9.82)

# Recommended measures to improve this home's energy performance

44, Harrington Avenue BLACKPOOL FY4 1QE Date of certificate: 25-Sep-2009

Reference number: 8871-6421-4620-0674-4022

# 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	
Liement	Description	Energy Efficiency	Environmental	
Walls	Cavity wall, filled cavity	Good	Good	
Roofs	Pitched, 250mm loft insulation	Good	Good	
Floor	Suspended, no insulation (assumed)	-	-	
Windows	Fully double glazed	Good	Good	
Main heating	Boiler and radiators, mains gas	Good	Good	
Main heating controls	Programmer, room thermostat and TRVs	Average	Average	
Secondary heating	Room heaters, electric	-	-	
Hot water	From main system	Good	Good	
Lighting	Low energy lighting in 75% of fixed outlets	Very good	Very good	
Current energy efficiency rating		D 65		
Current environmental impact (CO <sub>2</sub> ) rating			D 63	

# Low and zero carbon energy sources

None

44, Harrington Avenue, BLACKPOOL, FY4 1QE 25-Sep-2009 RRN: 8871-6421-4620-0674-4022

# 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 Environmental impact	
1 Low energy lighting for all fixed outlets	£10	D 65	D 63	
Sub-total	£10			
Higher cost measures				
2 Replace boiler with Band A condensing boiler	£99	C 70	C 69	
Total	£109			
Potential energy efficiency rating		C 70		
Potential environmental impact (CO <sub>2</sub> ) rating			C 69	

# 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	£23	C 71	C 70	
4 Solar photovoltaic panels, 2.5kWp	£167	C 80	C 79	
Enhanced energy efficiency rating		C 80		
Enhanced environmental impact (CO <sub>2</sub> ) rating		C 79		

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

25-Sep-2009 RRN: 8871-6421-4620-0674-4022

# 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 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.

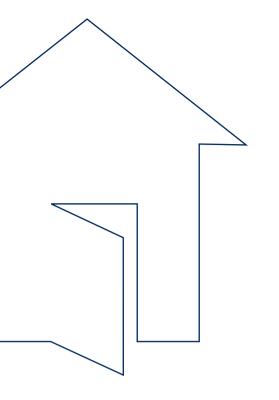
Page 5 of 6

# 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.

<sup>&</sup>lt;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.



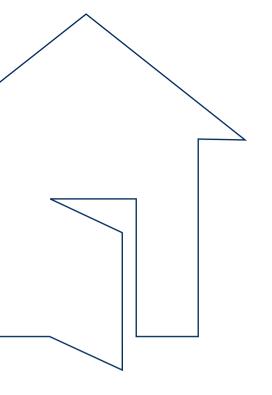
# Sale Statement

# Sale Statement

1. Is the property a flat or a house?	☐ Flat (incl. maisonette) <b>or</b> ☐ House (incl. bungalow)
2. If it is a flat, what type of building is it in?	☐ Purpose built block ☐ Converted house <b>or</b> ☐ Conversion of commercial premises
3. The property is (or will be):	Freehold Commonhold Leasehold starting (or likely to start) from With a term of years
The title to the interest in the property being sold is:	<ul><li>☐ Registered at Land Registry</li><li>☐ Unregistered</li></ul>
5a. Who is selling the property?	Name of Seller(s) Mrs M E Griffith
5b. Capacity in which they are selling:	<ul> <li>☐ The owner or owners</li> <li>☐ A representative with the necessary authority to sell the property for an owner who has died</li> <li>☐ A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)</li> <li>☐ Other (please give details):</li> </ul>
6. The property is being sold:	<ul> <li>✓ With vacant possession</li> <li>☐ Subject to occupation where one or more properties in a subdivided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)</li> </ul>

Date: 17/09/09





# Land Registry Documents

The electronic official copy of the register follows this message.

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









# Official copy of register of title

# Title number LA520256

Edition date 07.08.2008

- This official copy shows the entries on the register of title on 16 Sep 2009 at 13:20:40.
- 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 16 Sep 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Fylde Office.

# A: Property Register

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

BLACKPOOL

1 (04.11.1985) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 44 Harrington Avenue, Blackpool (FY4 1QE).

# 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 (04.11.1985) PROPRIETOR: STUART VERNON GRIFFITH and MARY ELIZABETH GRIFFITH of 44 Harrington Avenue, Blackpool FY4 1QE.

# C: Charges Register

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

1 A Conveyance of the land in this title and other land dated 15 December 1931 made between (1) Maria Mildred Ramsbottom and others and (2) Alfred Turner contains restrictive covenants.

NOTE: Original filed.

# End of register

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

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

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

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

This official copy is issued on 16 September 2009 shows the state of this title plan on 16 September 2009 at 13:20:40. 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, Fylde Office .

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# H.M. LAND REGISTRY

TITLE NUMBER

LA520256

ORDNANCE SURVEY PLAN REFERENCE

SD 3032

SECTION

G

Scale 1/1250

COUNTY

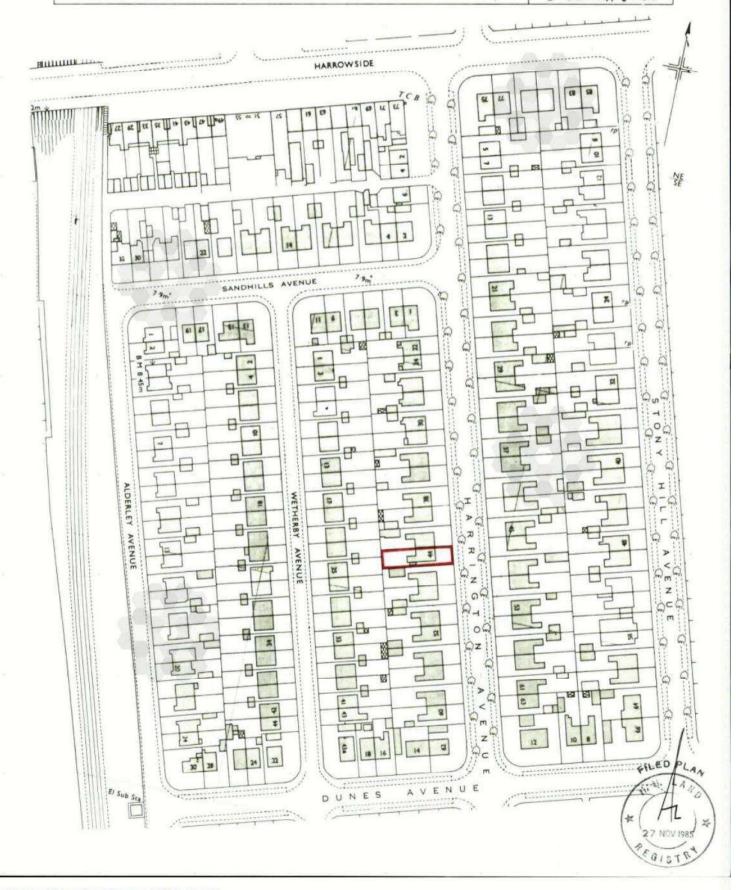
LANCASHIRE

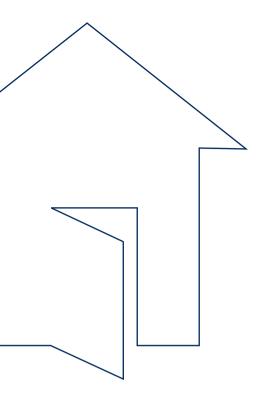
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DISTRICT

BLACKPOOL

Crown copyright 1975





Local Authority and Water and Drainage Enquiries



# **ENQUIRIES OF LOCAL AUTHORITY**



Search prepared for:

PSG BLACKPOOL HIP REPORTS 17 LAWSONS ROAD THORNTON CLEVELEYS FY5 4DB

Tel: Fax:

Search Number: 3014445 Your Reference: 179343/ALL

Property:

NONE

44 HARRINGTON AVENUE BLACKPOOL FY4 1QE

**UPRN: NOT AVAILABLE** 

Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)

Name of vendor: MRS M GRIFFITH

Name of estate agent: ALLITT

Name of HIP Provider: PSG BLACKPOOL

Name of solicitor/conveyancer: NOT KNOWN

Your personal data name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.

Search prepared by and any enquiries to:
PSG BLACKPOOL, THE PROPERTY SEARCH GROUP
1A ALL HALLOWS ROAD BISPHAM
BLACKPOOL
FY2 0AS

Tel: 01253 868710 Fax: 01253 827095 Email: sylviaholmes@propertysearchgroup.co.uk

Other roadways, footpaths and footways:

On behalf of The Property Search Group

Signed:

Date: 28/09/2009

Information obtained at BLACKPOOL BOROUGH COUNCIL . For further information contact The Property Search Group.

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

44 HARRINGTON AVENUE BLACKPOOL FY4 1QE

# **LOCAL LAND CHARGE REGISTER ENTRIES:**

1. NONE

### PLANNING REGISTER ENTRIES SINCE: 01/08/1977

1. NONE

# **BUILDING REGULATION APPLICATIONS SINCE: 01/07/2002**

 CPS/07/11345 CORGI RECORD FOR INSTALLED A GAS BOILER COMPLETED 19/11/2007

# **OTHER DETAILS:**

PLEASE NOTE THE FOLLOWING INFORMATION:
PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

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

### 1. PLANNING AND BUILDING REGULATIONS

- 1.1 Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:
- (a) a planning permission;
- (b) a listed building consent;
- (c) a conservation area consent;
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulation approvals;
- (g) a building regulation completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

### INFORMATIVE:

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

# 1.2 Planning Designations & Proposals.

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

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

# 2. ROADS

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

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

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

NONE SINCE 01/08/1977

NONE SINCE 01/07/2002

NONE SINCE 01/07/2002

SEE PAGE 2

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

### INFORMATIVE:

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

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

URBAN AREA

HARRINGTON AVENUE- YES

NO

NO

NO

### 3.OTHER MATTERS

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

### 3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

### 3.2 Land to be acquired for Road Works

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

### 3.3 Drainage Agreements and Consents

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

- (a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or
- (b) an agreement or consent for (i) a building; or (ii)extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

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

### 3.4 Nearby Road Schemes

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

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

NO

NO

3.3 (a) - (b) - see CON29DW

NO

NO

NO

NO

NO

NO

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

### 3.5 Nearby Railway Schemes

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

### 3.6 Traffic Schemes

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

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

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

### 3.7 Outstanding Notices

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

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

# 3.8 Contravention of Building Regulations

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

# 3.9 Notices, Orders, Directions and Proceedings under Planning

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

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

NO

3.6(a) - (I) NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

(g) a listed building repairs notice;

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;

(i) a building preservation notice;

(j) a direction restricting permitted development;

(k) an order revoking or modifying a planning permission;

(I) an order requiring discontinuance of use or alteration or removal of buildings or works;

(m) a tree preservation order; or

(n) proceedings to enforce a planning agreement or planning contribution?

3.10 Conservation Area

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

(a) the making of the area a conservation area before 31st August 1974; or

(b) an unimplemented resolution to designate the area a conservation area?

3.11 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

3.12 Contaminated Land

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

(a) a contaminated land notice:

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:

(i) a decision to make an entry;

(ii) or an entry: or

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

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

3.13 Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?

INFORMATIVE:

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

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

NOT APPLICABLE NOT APPLICABLE

NONE REGISTERED NONE REGISTERED NONE REGISTERED NONE REGISTERED

NONE REGISTERED NOT APPLICABLE

3.10 (a) - (b) NO

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED NONE REGISTERED NONE REGISTERED

NO

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

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

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

#### Information Sources:

All information contained in this report has been obtained by inspection of the following Local Authority Records: Local Land Charges, Planning, Building Regulations, Environmental, Housing, Listed Buildings, Conservation Area, Current and Proposed Development Plans, Highways Register, Enforcement, Stop and Breach of Condition Notices, Contaminated Land and Hazardous Substance Consents and Radon Atlas.

#### **SEARCH CODE:**

#### Important Consumer Protection Information

This search has been produced by PSG (contact details on page 1 of this search) which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

The PCCB independently monitors how registered firms maintain compliance with the Code.

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

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

#### The Code's core principles

Search providers which subscribe to the Code will:

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

#### Complaints

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

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

#### **TPOs contact Details:**

The Property Ombudsman scheme Beckett House 4 Bridge Street Salisbury Wiltshire SP1 2LX Tel: 01722 333306

Fax: 01722 332296 Email: admin@tpos.co.uk

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

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

#### **PSG Complaints procedure**

If you have a complaint, we will handle it speedily and fairly. We will:

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

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman Scheme (TPOs): Tel: 01722 333306, Email: <a href="mailto:admin@tpos.co.uk">admin@tpos.co.uk</a>. We will co-operate fully with the independent adjudicator during an investigation and comply with his final decision.

#### **Terms and Conditions**



**PSG Franchising Ltd** (T/A The Property Search Group (PSG))

Wellington Mills 70 Plover Road Huddersfield HD3 3HR

Tel: 01484 773266

Fax:01484 489799

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

Email: customerservices@propertysearchgroup.co.uk

Website: www.TheHIPAlliance.com

Registered in England and Wales registration number: 3674092 VAT Registered Number: 721 3017 86 Registered Office: 133 Ebury Street London SW1W 9QU

#### 1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:
"Charges" means our financial charges for providing the services, which will be notified to you when you submit your order.

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

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right. "Order" means your request for us to provide the Services, which you place by completing the Order Form and sending it to us by electronic or other acceptable means. "Order Form" means the Order Form currently published on our website.

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

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

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

"Third Party Report" means any report or document that we procure from a third party on your behalf for the purpose of providing the Services. "Services" mean our compilation and/or delivery of reports/documents to you.

"Us/we/our" mean PSG Franchising Ltd or one of our franchised offices, together The Property Search Group or PSG.
"Working Day" means Mondays to Fridays except bank and public holidays.
"You/your" means the person, firm or company who instructs us to provide the Services either on their own behalf or as an agent of another person.

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

#### 2. Your Privacy and Security

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

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

#### 3. The Services

3.1 We will not be obliged to accept any Order. No contract for Services will come into force until the Confirmation of Order.

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

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

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

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

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

#### 4 Charges

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

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

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

#### 5. Your Obligations

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

5.2 It is your responsibility to inform us when placing an order whether the Search Report is to be used in a Home Information Pack. If we do not have this information we cannot warrant that the Search Report will be compliant with Home Information Pack Regulations.

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

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

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

#### 6. Cancellation

6.1 If your order is submitted online, by post or via telephone we shall communicate our confirmation to you through a durable medium. If you cancel your order after it has been confirmed and work has begun to provide the Services any refund of monies already paid will be at our discretion and you will be liable to pay any charges that have been

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

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

#### 7 Intellectual Property Rights and Proprietorship

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

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

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

#### 8 Limitation of Liability

8.1 The Property Search Group has in place Professional Indemnity Insurance of £2m in respect of each and every claim in respect of its personal search work and its work in preparing, collating and providing Home Information Packs which include its personal searches. The name and address of the insurer is QBE Insurance (Europe) Plantation Place, 30 Fenchurch Street, London EC3M 3BD.

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

Questionnaire supplied by the property vendor, the vendor is entirely liable for its contents.

8.3 We cannot accept liability for any negligent or incorrect entry in the registers in which we search.

8.4 For searches contained within a HIP issued after 6th April 2009 we do not rely on indemnity insurance policies but answer every question to the best of our ability from the available sources which may not be complete. Access to some information is not freely available when conducting a personal search of records and data. For non-HIP searches we will supply unique indemnity insurance at no additional cost to you which will cover any liability arising from unanswered questions in personal searches up to the value of the Property which is the subject of the Report. You should note that commercial properties are limited to a maximum of £500,000 per claim. This insurance cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available upon request from our office address, or electronically by email.

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

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

(even if caused by our negligence).
8.7 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising

6.7 we will not entailed in any loss of actuated a intelligence prioritis of savings, loss of usins less, loss of popularity of the likelihood of such loss occurring.

8.8 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy and issue copies of this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding 22,000,000 arising out of any single or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records.

8.9 In relation to any search report which is to be included in a Home Information Pack we confirm these terms may be enforced equally by the seller, a potential or actual buyer or a mortgage lender and in their own right, whether or not they are a party to the contract. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover referred to in paragraph 8.1 (above) to ensure that insurance cover will remain in effect in the event that we cease trading.

#### 9. Force Majeure

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

- 10.1 You may not assign charge or transfer any of your obligations under the Conditions without our prior written consent.
- 10.2 We may assign and/or sub-contract any contract for Services at any time by giving notice to you.

#### 11. General

- 11.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
- 11.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these
- 11.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Conditions, which shall remain in full force and effect.
- 11.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make
- 11.5 Nothing in these Conditions shall create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and
- 11.6 These Conditions will be governed exclusively by the law of England and Wales. You and we agree to submit exclusively to the jurisdiction of the English and Welsh courts.

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

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

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

Acknowledge a complaint within 5 working days of receipt.

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

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs) and we will give you contact details (see below). We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

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

In the event your complaint cannot be resolved by PSG, you may refer it to The Property Ombudsman scheme (TPOs) Beckett House, 4 Bridge Street, Salisbury, Wiltshire

SP1 2LX. Tel: 01722 333306, E-mail: admin@tpos.co.uk





## **Drainage and Water Enquiry**

Responses as required by the Home Information Pack Regulations (No. 2) 2007

The information in this document refers to: -

Property: 44 HARRINGTON AVENUE BLACKPOOL FY4 1QE

This document was produced by: -

United Utilities Water PLC Property Searches Stephens Way Goose Green Wigan WN3 6PJ

Telephone 0870 7510101

Facsimile 0870 7510102

e-mail - property.searches@uuplc.co.uk

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison
Team at the above address quoting United
Utilities' Reference Number: 672441

This document was ordered by: -

Client PSG Blackpool

1a All Hallows Road

Bispham

**Blackpool** 

FY2 0AS

Client Ref: 179343 ZX

FAO:

Address

The following records were searched in compiling this report:-

The Map of Public Sewers, the Map of Waterworks, Water and Sewerage billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, Adoption of Public Water Mains records, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

United Utilities Water PLC is liable in respect of the following: -

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

United Utilities Water PLC Registered In England & Wales No. 2366678 Registered Office Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

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#### ი 1 Interpretation of Drainage and Water Enquiry

Answer

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667.

Informative Not Applicable

#### Q 2 **Enquiries and Responses**

Answer

This drainage and water search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(I) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Daniel McDermott for United Utilities who does not have, 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 Daniel McDermott for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

Informative The Terms and Conditions under which this response to enquiries is provided are laid out in Appendix 2.

#### Residential Drainage and Water Search Complaint Procedure

United Utilities Water PLC offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made by telephone, in writing or by e-mail using the contact details for United Utilities Property Searches on page 1 of this report.

As a minimum standard United Utilities will:-

- endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond.
- if you are not happy with our initial response, we will advise you write in via email, fax or letter explaining the reasons why you are not satisfied.
- investigate and research the matter in detail and provide a written substantive response within 5 working days of receipt of your written complaint.
- depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.
- if we fail to give you a written response within 5 working days, will pay you £10 compensation regardless of the outcome of your complaint.
- if your complaint is found to be justified, or we have made any substantive errors in your search result, we will automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action to put things right as soon as practically possible. Customers will be kept informed of the progress 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, you will receive the search free of charge.
- if you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for reply.

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

Answer

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

Informative Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

> 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

> Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any,

Assets other than public sewers may be shown on the copy extract, for information.

The presence of a public sewer running within the boundary of the property may restrict further development within it.

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.

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

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system, and do not hold details of these.

> The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer 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.

> If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

> An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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

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

Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.

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

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 drainage charge. Details can be obtained from the Sewerage Undertaker. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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

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

Informative

This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

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Informative

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

Answer

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

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

The presence of a public sewer running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

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

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

The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.

The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

Assets other than public sewers may be shown on the copy extract, for information only.

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Informative

Has a sewerage undertaker approved or been consulted about any plans to Q 9 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 Answer 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.

be removed or altered. Prior to 2003 United Utilities Water PLC had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been

forwarded on to our offices before this date.

Buildings or extensions erected over a sewer in contravention of building controls may have to

Where relevant, please include a copy of an extract from the map of waterworks. Q 10 A copy of an extract from the map of waterworks is included in which the location of the property is identified. Answer

Informative

The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.

Assets other than public water mains may be shown on the plan, for information only.

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

If an extract of the public water main record is enclosed it 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.

The presence of a public water main running 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.

Is any water main or service pipe serving or which is proposed to serve the Q 11 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 Answer the subject of an existing adoption agreement or an application for such an agreement.

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

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Q 12 Who are the Sewerage and Water Undertakers for the area?

Answer United Utilities Water PLC, Haweswater House, Lingley Mere Business Park,

Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the sewerage undertaker for the area and United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington,

WA5 3LP is the water undertaker for the area.

Informative Not Applicable

Q 13 Is the property connected to mains water supply?

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

Informative Details of private supplies are not kept by the Water Undertaker. The situation should be checked with the current owner of the property.

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

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

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

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.

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

Answer The charges are based on the rateable value of the property of £217 and the charge for the current financial year is £516.17.

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a Water or Sewerage Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: <a href="https://www.ofwat.gov.uk">www.ofwat.gov.uk</a>.

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

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

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.

It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.

The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:

- \* Watering the garden, other than by hand (this includes the use of sprinklers)
- \* Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
- \* In a bath with a capacity in excess of 230 litres (measured to the centre line of the overflow).
- \* In a shower unit of a type specified in paragraph 4c of the table in Regulation 5 of the Water Fitting Regulations.
- \* A reverse osmosis unit.

#### O 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property at £74.86 for each financial year.

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

Where surface water charges are payable but If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker. Drainage charges are subject to annual review and amounts may change.

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

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

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

United Utilities Water PLC, PO Box 246, Warrington, WA55 1EA, Tel: 0845 3037744, Internet; www.unitedutilities.com

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Who bills the property for sewerage services? Q 19

The property is billed for sewerage services by United Utilities Water PLC, P O Answer

Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet:

www.unitedutilities.com

Informative Not applicable

Who bills the property for water services? Q 20

The property is billed for water services by United Utilities Water PLC, P O Box Answer

453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet:

www.unitedutilities.com

Informative This is the company to whom notification of change of occupier should be made upon

completion of sale.

Is the dwelling-house which is or forms part of the property at risk of internal Q 21

flooding due to overloaded public sewers?

The property is not recorded as being at risk of internal flooding due to Answer

overloaded public sewers.

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

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

> "At Risk" properties are those that the 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.

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

> Properties may be at risk of flooding but not included in the Register where flooding incidents have not been reported to the Sewerage Undertaker.

> Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

> It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

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

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

#### Informative

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

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

Water 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).

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

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.

For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the main stop tap is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing Handbook.

#### Allowable exclusions:

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

#### Abnormal demand:

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

#### Planned maintenance:

Water Undertakers should not report under DG2 - (Low Pressure Register) low pressures caused by planned maintenance.

It is not intended that Water Undertakers identify the number of properties affected in each instance. However, Water Undertakers must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 - (Low Pressure Register) because of planned maintenance, are actually caused by maintenance.

#### One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); fire fighting and action by a third party.

However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

Properties affected by low pressures that 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 - (Low Pressure Register) figures.

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Q 23

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

Answer

The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are:-

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Clostridium perfringens (including spores)	37	1

#### Informative

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

However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

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

Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

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 contact details please see Question 12.

The Water Undertaker carries out a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.

The data collected by the 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 Water Undertaker's operation can be examined. Further information may be found at <a href="https://www.dwi.gov.uk">www.dwi.gov.uk</a>.

If you require further advice regarding these failures please see Question 12 for contact details.

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Please include details of any departures authorised by the Secretary of State Q 24 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. Answer

Informative

Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health. For contact details please see Question 12.

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

Answer

The nearest Sewage Treatment Works is 4.82 miles (7.75km), East North East of the property. The name of the Sewage Treatment Works is WEETON WWTW. and the owner is United Utilities.

Informative The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated i.e. the property may not necessarily drain to this works.

> The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works.

> It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that has not been identified. As a responsible utility operator, United Utilities Water PLC seeks to manage the impact of odour from operational sewage works on the surrounding area. This is done in accordance with the "Code of Practice on Odour Nuisance from Sewage Treatment Works" issued via the Department of Environment, Food and Rural Affairs (DEFRA). This Code recognises that odour from sewage treatment works can have a detrimental impact on the quality of the local environment for those living close to works. However DEFRA also recognises that sewage treatment works provide important services to communities and are essential for maintaining standards in water quality and protecting aquatic based environments. For more information visit www.unitedutilities.com

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#### 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);

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- (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 (I);

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

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#### Appendix 2

#### **DRAINAGE AND WATER ENQUIRY (DOMESTIC)**

#### TERMS AND CONDITIONS

The Customer the Client and the Purchaser are asked to note these terms, which remain with that company in respect of the accuracy of the information govern the basis on which this drainage and water report is supplied

'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

'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.

- 2. Whilst The Company will use reasonable care and skill in producing the Report, it is provided to the Customer the Client and the Purchaser on the basis that they acknowledge and agree to the following:-
- 2.1 The information contained in the Report can change on a regular basis so The 4.3 The Customer the Client and the Purchaser agree (in respect of both 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.
- 2.2 The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and information from appropriate experts and professionals should always be obtained.
- 2.3 The information contained in the Report is based upon the accuracy of the address supplied to The Company.
- 2.4 The Report provides information as to the location & connection of existing services and other information required to comply with the provisions of the Home Information Pack Regulations in relation to drainage and water enquiries and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer, the Client and the Purchaser which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.
- 2.5 The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to 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.

- 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 whon 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

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
- 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.

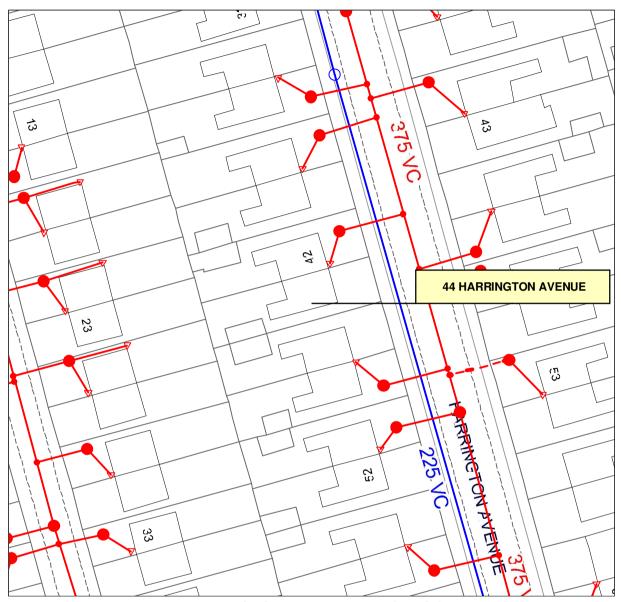
#### Payment

5. 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.

- 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
- 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







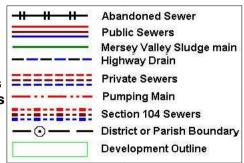
44 HARRINGTON AVENUE BLACKPOOL FY4 1QE

### **Extract from the Map of Public Sewers**



Legend

Red or Brown - Foul Sewers Blue - Surface Water Sewers



Mapping By Daniel McDermott

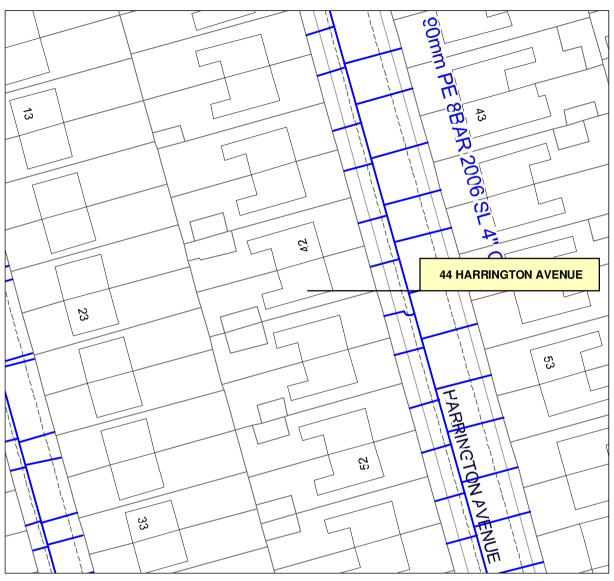
The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes sewers or drains may not be recorded. United Utilities Water PLC will not accept any liability for any damage caused by the actual positions being different from those shown.

© United Utilities Water PLC 2006. The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. Crown and United Utilities Water PLC copyrights are reserved. Unauthorised reproduction will infringe these copyrights.

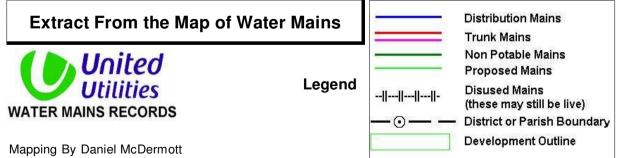
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44 HARRINGTON AVENUE BLACKPOOL FY4 1QE



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United Utilities Water PLC failure report for Water Quality Zone Z070

The following samples failed during the calendar year ending 31/12/2008

	No. of	No. of	
Parameter Tested	Samples	Samples	
	Taken	Failed	
Clostridium perfringens (including spores)	37	1	

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

Water samples are taken from customers' taps, at addresses selected at random within a zone (zones can contain approximately 50,000 properties). The results of analysis given in the report relate to samples taken from a small selection of addresses in the water supply zone in which the property is located, and not necessarily the property itself. There is only a small possibility that the results of samples reported were taken from the property in question.

The sampling requirements and water quality standards are specified in Government legislation.

#### Key facts on water quality

Here are some key facts on substances many customers are particularly concerned about. For more detailed information visit www.unitedutilities.com or telephone 0845 746 1324, minicom 0808 143 0295.

#### Lead

There is virtually no lead in water as it leaves treatment works. Lead in drinking water originates from lead service pipes and plumbing, mainly found in older houses. Occasionally a problem occurs due to the inappropriate use of lead based solders on modern fittings. The extent of lead pick-up depends on the nature and extent of plumbing materials and the water. Where United Utilities Water PLC has identified a risk the water has been treated, as far as is practical, to minimise the pick-up of lead in water. However, the best way of reducing lead in water is to replace lead pipes.

#### **Hardness**

Water hardness depends on the amount of calcium and magnesium in the water. Underground waters are usually harder than river or lake sources. Hard water makes it more difficult to get a lather when using soap and it can cause deposits in kettles. These deposits are not harmful to health. Most of our supplies are 'soft'.

#### **Aluminium**

Aluminium is present widely in the environment and exists naturally in lakes, rivers and reservoirs. It is also used at some water treatment works to remove impurities and harmful micro organisms. Any aluminium is removed at a later stage of the treatment process. The 200 \(\text{ig/I}\) standard for aluminium is not a health standard, but is based on concentrations which affect the water's appearance. Drinking water contains less than 5% of the daily dietary intake of aluminium. For example, a cup of tea may contain 20 to 200 times more aluminium than the water it was made from.

#### Coliform bacteria

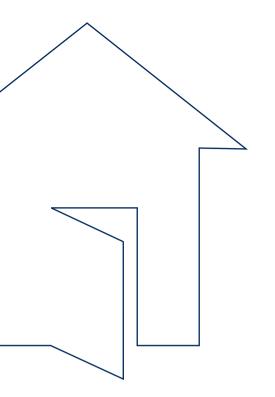
These bacteria are usually harmless in themselves, but if present show that there is a possibility of contamination of drinking water, or disinfection is not working properly. Some of the bacteria we find are from dirty taps in houses, but in all cases where we find bacteria we respond urgently to make sure the water is safe.

#### Iron and Manganese

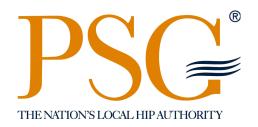
Naturally occurring iron and manganese from upland reservoirs can be a problem in some places. Some iron also comes from the poor condition of older mains. Very high concentrations of iron and manganese can cause discolouration of washing. The presence of iron and manganese has no health significance.

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# **Authorised Documents**



# This Page/Section is Intentionally Blank Or

# Report/Documents On Order

Please see below for details

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

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

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

# The Home Information Pack was compiled by:



In the event of any queries please contact: Sylvia Holmes, PSG Blackpool

Tel: 01253 868710 Fax: 0203 070 0343 Or email: sylviaholmes@propertysearchgroup.co.uk

#### Important Customer Protection Information

This Home Information Pack (HIP) has been produced by PSG (contact details above), which is registered with the Property Codes Compliance Board as a subscriber to the HIP Code. The PCCB independently monitors how registered firms maintain complience with the code.

The HIP Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on information included within a Home Information Pack provided on residential property within England and Wales. It sets out minimum standards which firms providing HIPs have to meet. This information is designed to introduce the HIP Code to you. By giving you this information, your HIP Provider is confirming that they keep to the principles of the HIP Code.

#### The Code's Main Commitments

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

- Display the Code logo prominently in our HIPs.
  Provide HIPs promptly. Any action taken (or failure to take action) knowingly to delay the provision of a HIP would not be compliant with this Code. If there is a delay in producing the HIP, we will inform you of this and why the delay has occurred.
- Train our staff properly to provide HIPs with thoroughness and diligence, in line with the commitments set out in this Code.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- Handle complaints speedily and fairly.
- At all times maintain insurance to protect you as prescribed by the PCCB. Act with integrity and ensure that all HIPs services comply with relevant laws, regulations, and industry standards.

#### Complaints

If you have a query or complaint about your HIP, you should raise it directly with the HIP provider, and if appropriate ask for any complaint to be considered under the HIP provider.

their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual loss as a result of your 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 TPOs or to the PCCB.

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

You can get more information about the PCCB from www.propertycodes.org.uk Please ask your hip provider if you would like a copy of the hip code.

#### **PSG Complaints Procedure**

If you have a complaint, we will handle it speedily and fairly. We will:

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

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, email: admin@tpos.co.uk. We will co-operate fully with the independent adjudicator during an investigation and comply with his final decision.



