

Home Information Pack

68 Mandeville Court Union Street

Maidstone

Kent

ME14 1JY



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Section 1

Index



Home Information Pack Index

68 Mandeville Court, Union Street, Maidstone, Kent, ME14 1JY

About this form

Under the Home Information Pack Regulations, the pack must include an index which lists all the documents included in your Home Information Pack.

Where a document required by the regulations is unavailable or unobtainable, the index must indicate that the document is missing and the reason why. Where the document can be obtained from or created by a person, or does exist, the index must indicate the steps being taken to obtain the document.

The index to your Home Information Pack must be updated whenever the pack or a pack document is added or removed.

Part One – General

Home Information Pack document	Date of pack document (day /month/year)	Included, not included (N/I) or not applicable (N/A)	Reason why not included and steps taken to obtain the document
Index			
1. The Index	10/07/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Property Condition Report			
2. Energy Performance Certificate	07/01/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Sale Statement			
3. Sale Statement	06/01/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Title Information			
4. Title Documents	06/01/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
5. Title Plan	06/01/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
6. Lease	10/07/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Search Reports			
7. Personal Local Authority Search	12/01/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	



Home Information Pack document	Date of pack document (day /month/year)	Included, not included (N/I) or not applicable (N/A)	Reason why not included and steps taken to obtain the document
8. Drainage and Water Search	08/01/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
Consumer Redress			
9. Consumer Redress Form	10/07/2009	<input checked="" type="checkbox"/> Included <input type="checkbox"/> N/I <input type="checkbox"/> N/A	

All identified 'requested documents' contained in the above Index have been requested in compliance with Regulation 18(1) of the Home Information Pack (No. 2) Regulations 2007 as amended.



Section 2

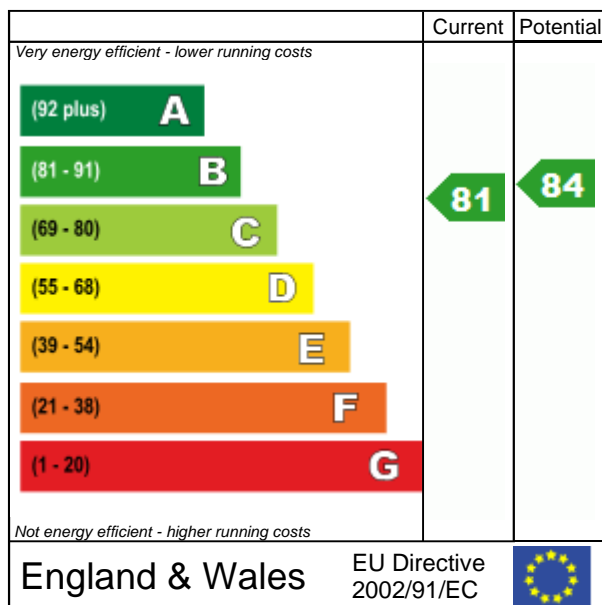
Property Condition Report

68 Mandeville Court
 Union Street
 MAIDSTONE
 ME14 1JY

Dwelling type: Mid floor flat
 Date of assessment: 7 January 2009
 Date of certificate: 7 January 2009
 Reference number: 0338-6097-6289-5861-1090
 Total floor area: 42 m²

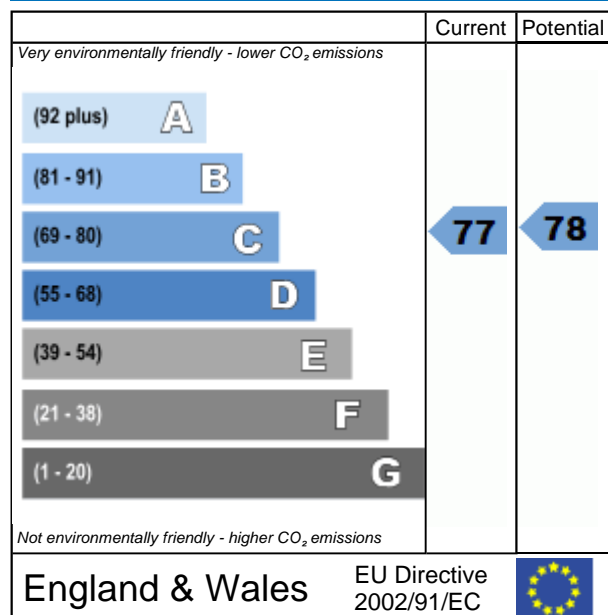
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating



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

Environmental Impact (CO₂) Rating



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

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

	Current	Potential
Energy use	239 kWh/m ² per year	225 kWh/m ² per year
Carbon dioxide emissions	1.5 tonnes per year	1.4 tonnes per year
Lighting	£40 per year	£23 per year
Heating	£99 per year	£91 per year
Hot water	£106 per year	£106 per year

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

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



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

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

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: SAVA001431
Assessor's name: Mrs Tina Richards
Company name/trading name: SAVA BX Ltd
Address: National Energy Centre, Davy Avenue, Knowlhill, Milton Keynes, MK5 8NA
Phone number: 01908 442188
Fax number:
E-mail address: info@savabx.co.uk

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

Details of the assessor and the relevant accreditation scheme are as above. You can get contact details of the accreditation scheme from their website at www.nher.co.uk 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
- Learn more about energy efficiency and reducing energy consumption.

Recommended measures to improve this home's energy performance

68 Mandeville Court
Union Street
MAIDSTONE
ME14 1JY

Date of certificate: 7 January 2009
Reference number: 0338-6097-6289-5861-1090

Summary of this home's energy performance related features

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

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roofs	(another dwelling above)	-	-
Floor	(other premises below)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Electric storage heaters	Poor	Very poor
Main heating controls	Manual charge control	Poor	Poor
Secondary heating	Room heaters, electric	-	-
Hot water	Electric immersion, off-peak	Poor	Poor
Lighting	Low energy lighting in 22% of fixed outlets	Poor	Poor
Current energy efficiency rating		B 81	
Current environmental impact (CO₂) rating		C 77	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvements	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£15	B 83	C 77
Sub-total	£15		
Higher cost measures			
2 Fan-assisted storage heaters	£10	B 84	C 78
Total	£25		
Potential energy efficiency rating		B 84	
Potential environmental impact (CO₂) rating			C 78

Further measures to achieve even higher standards

None

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO₂) emissions.

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

Higher cost measures (typically over £500 each)

2 Fan assisted storage heaters

Modern storage heaters are smaller and easier to control than the older type in the property. Ask for a quotation for new, fan-assisted heaters with automatic charge control. As installations should be in accordance with the current regulations covering electrical wiring, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options which might also include switching to other forms of electric heating.

About the further measures to achieve even higher standards

Not applicable

What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure that you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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



Section 3

Sale Statement

Sale Statement

68 Mandeville Court, Union Street, Maidstone, Kent, ME14 1JY

About this form

Under the Home Information Pack Regulations, you must provide the following information in your Home Information Pack.

So that the sale of your property is not delayed you must complete the Sale Statement as soon as possible. Please complete all sections of the form which are relevant to the property.

If the property has not yet been completed or converted, the questions must be answered as if the property is finished.

If you are unsure how to complete any part of the form, please refer to our Help Guide. If you require further assistance in filling out the form, please contact us on telephone 01327 300600.

About the property being sold ("the property")	
<p>1. The address of the property to be sold is (or will be):</p> <p>68 Mandeville Court Union Street</p> <p>Maidstone Kent ME14 1JY</p>	<p>2. The property is (or will be):</p> <p><input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold <input type="checkbox"/> Leasehold with share of Freehold</p>
<p>3. The title to the property is:</p> <p><input checked="" type="checkbox"/> Registered <input type="checkbox"/> Unregistered</p>	<p>4. Who is selling the property?</p> <p><input type="checkbox"/> The owner or owners <input checked="" type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (or owners) <input type="checkbox"/> Other (please give details)</p>
<p>5. The property is being sold:</p> <p><input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> With one or more occupants in a subdivided building</p>	<p>6. Name of the vendor(s)</p> <p>Mrs Pauline Wise Mr Maurice Foot</p>



Section 4

Title Information

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 K618381

Edition date 30.01.2006

- This official copy shows the entries on the register of title on 06 Jan 2009 at 16:11:04.
- 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 06 Jan 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 Tunbridge Wells Office.

A: Property Register

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

KENT : MAIDSTONE

- 1 (11.12.1986) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 68 Mandeville Court, Union Street, Maidstone.

NOTE: Only the second floor flat is included in the title.
- 2 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 11 December 1986
Term : 99 years from 25 December 1985
Rent : A peppercorn
Parties : (1) Wimpey Homes Holdings Limited
(2) Warden Housing Developments Limited
(3) Annie May Foot
- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 The lessor's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Title number K618381

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 (11.12.1986) PROPRIETOR: ANNIE MAY FOOT of 68 Mandeville Court, Maidstone, Kent.

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.

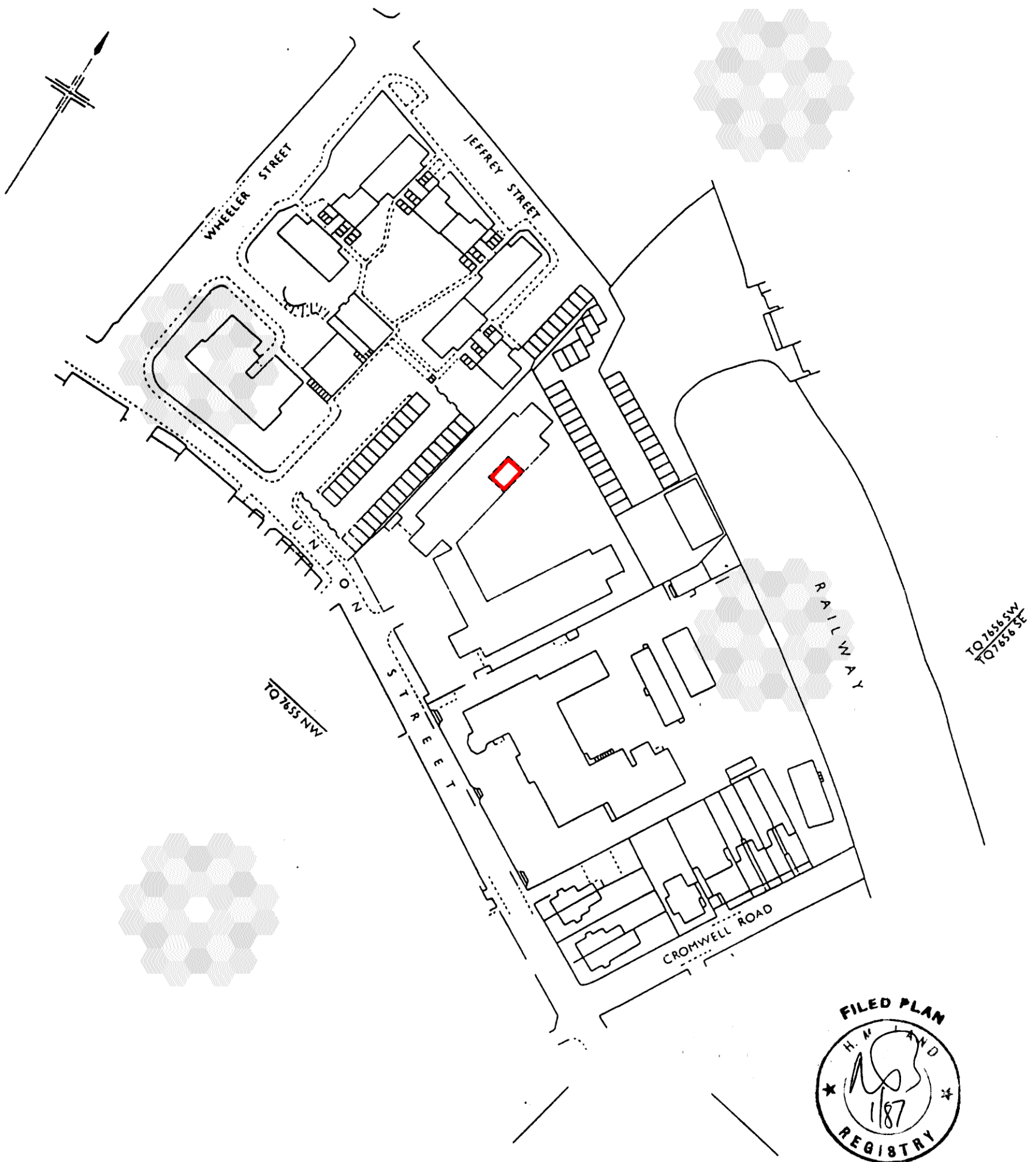
This official copy is issued on 06 January 2009 shows the state of this title plan on 06 January 2009 at 16:11:04. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may 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, Tunbridge Wells Office .

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H.M. LAND REGISTRY		TITLE NUMBER.	
		K618381	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	KENT		TQ 7656
Scale: 1/1250		MAIDSTONE DISTRICT	© Crown copyright 1986



LEASE OF PART

County and District:

Kent, Maidstone ✓

Title Number:

K.309909

Land:

INLAND REVENUE
PAID
- 9.OCT.1986
FINANCE ACT

Land and buildings on the north side
of Union Street (to be known as
Mandeville Court)

Date:

15th September 1986



1. The following definitions shall apply:

"Company"

WIMPEY HOMES HOLDINGS LIMITED whose
registered office is at 27 Hammersmith

Grove Hammersmith London W6 7

"Association"

WARDEN HOUSING DEVELOPMENTS LIMITED

(incorporated under the Industrial and
Provident Societies Act 1965) and (a
registered Housing Association under
Part II of the Housing Act 1974) and
whose registered office is at Park
House 69-77 Park Way Ruislip Manor
Middlesex HA4 8NS



"Purchaser"

(or their Assignees
personal representatives or
other their successors in
title)

ANNIE MAY FOOT
of 54 Hurstwood Chatham Kent

"Price"

EIGHT THOUSAND AND FIFTY FIVE POUNDS
(£8,055.00)

"Specified"

1.3% (or such lower figure as may
be notified to the Purchaser)

Percentage"

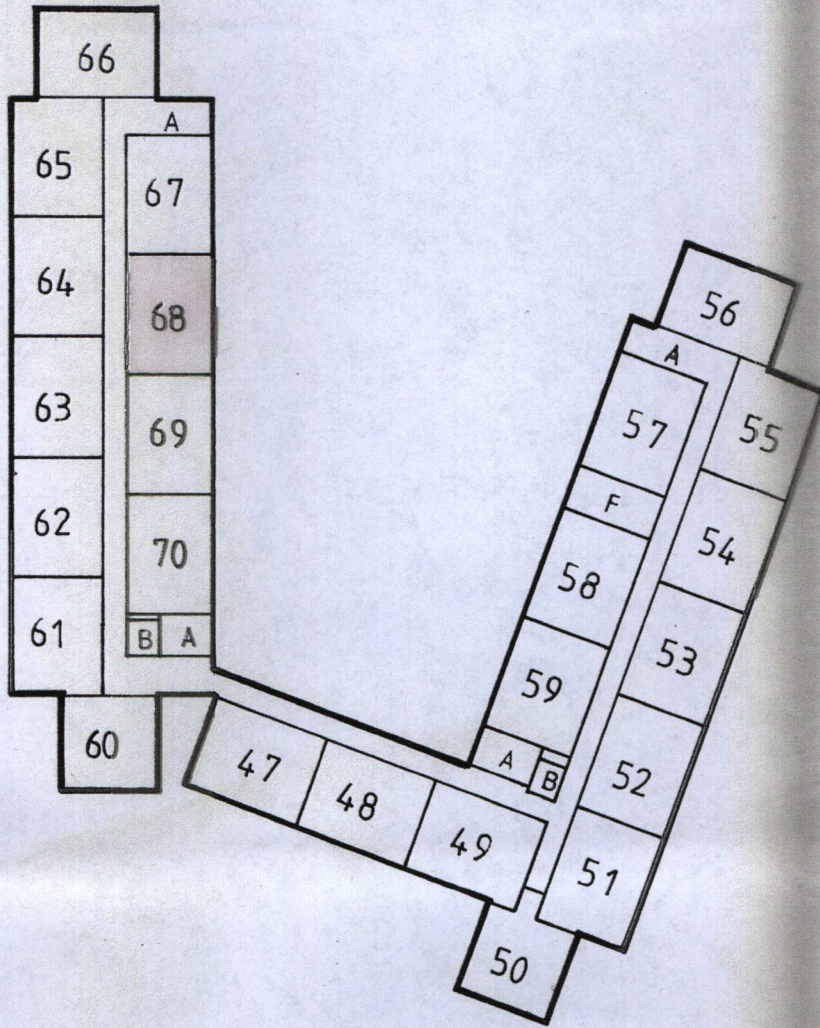
"Property"

that part (the position and extent
whereof is shown coloured red and
numbered 68 on the Plan) of the
Buildings on and over the land shown
edged green on the Plan

PL 7102

- "Plan" the plan annexed hereto
- "Development" the land shown edged green on the Plan and the Buildings thereon and thereover (but excluding the Property) in respect of which the Company (or any company from time to time within the George Wimpey Group of Companies) is or was the Registered Proprietor under the Title Number above referred to
- "Estate Roads" all roads verges and footpaths now or hereafter constructed within the Development
- "Estate Sewers" all main foul and surface water sewers now or hereafter constructed within the Property or the Development
- "Service Installations" all drains channels sewers (excluding the Estate Sewers) pipes wires cables watercourses gutters and other conducting media whatsoever (and any structures incidental to the user thereof) now or hereafter constructed
- "Buildings" any buildings or other structures (and any structures incidental to the user thereof) and any Service Installations now or hereafter constructed
- "Accessways" any pedestrian ways forecourts or drives now or hereafter constructed within the Development which are intended to remain private
- "Warden's and Assistant Warden's Residences" Those parts (the positions and extents whereof are shown hatched black on the Plan) of the buildings on and over the land shown edged green on the Plan
- "Community Centre" the buildings erected on the land and marked with the letter 'C' on the Plan
- "Common Parts" all parts of the Development (other than those comprised in the Leases and excluding the Warden's Residence and Assistant Warden's (but including the Community Centre)

SECOND FLOOR.



[Handwritten Signature]

igned for the Company

Authorized Signatory

Scale :

1:500

MANDEVILLE COU
MAIDSTONE.

"Leases" any leases granted or to be granted by the Company of any Flats comprised in the Development

"Maintenance Charge" the sums payable by the Purchaser to the Association in accordance with the provisions of Parts I and II of the Sixth Schedule of this Lease

"Retirement Age" person of retirement age or above and their immediate dependants

2. In consideration of the Price paid by the Purchaser to the Company (the receipt whereof is hereby acknowledged) the Company:

(a) demises to the Purchaser the Property:

(i) with the benefit of the rights in the terms specified in the First Schedule; but

(ii) subject to the rights in the terms specified in the Second Schedule

(b) assigns to the Purchaser the benefit (so far as the same attaches to the Property) of all covenants made with the Company and the Association by any other person who is the registered proprietor or owner and occupier of any part of the Development

TO HOLD the same for the term of 99 years from the 25th day of December 1985 paying a yearly rent of a peppercorn

3. The Purchaser severally covenants with the Association and the Company and also as a separate covenant with every other person who is the registered proprietor or owner or occupier of the Development (for the benefit of the Development and each and every part thereof and with the intention of binding the Property) in the terms specified in the Third Schedule

4. The Company covenants with the Purchaser in the terms specified in the Fourth Schedule

5. The Association severally covenants with the Purchaser and the Company in the terms specified in the Fifth Schedule

6. The Association and the Purchaser each severally covenant with the other and with the Company in the terms specified in Part I of the Sixth Schedule

7. The Company the Association and the Purchaser agree declare and covenant each with the other:

- (a) in the terms specified in the Seventh Schedule; and
- (b) that all the said Schedules are imported into the operative part of this Lease

8. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds the Certified Figure

FIRST SCHEDULE

(Rights Granted)

The right for the Purchaser and all persons authorised by the Purchaser (in common with all other persons having a similar right):

- (a) to pass with or without vehicles along the Estate Roads and (below first floor level only) along the Accessways;
- (b) to use the car parking spaces (except that hatched black) comprised in the Common Parts (the positions of which are indicated on the Plan) for the parking of private motor vehicles only
- (c) to use the Estate Sewers for the passage of water and sewage;
- (d) to use the Service Installations within the Development for the passage of water sewage gas electricity and other services;
- (e) to use and enjoy the Community Centre and services afforded by the resident warden provided by the Association;
- (f) to use any facilities or things provided for the common use of the Purchaser and the owners and occupiers of any part of the Development;

- (g) to retain in place any parts of the Property which overhang or protrude into the Development;
- (h) to have the Property supported and protected by all parts of the Development and the adjoining Buildings comprised in the Development; and
- (i) to enter upon the Development (other than the site of any electricity sub-station or similar installation) at all reasonable times (and at any time in an emergency) so far as may be necessary for the purposes of inspecting maintaining repairing and renewing the Property and the Service Installations comprised in the Development

SECOND SCHEDULE

(Rights Reserved)

1. The rights (which so far as not already created are hereby reserved) of the registered proprietors and owners and occupiers from time to time of any part of the Development and all persons authorised by them:

- (a) to use the Service Installations within the Property for the passage of water sewage gas electricity and other services;
- (b) to retain in place any parts of the Development or of the Buildings comprised in the Development which overhang or protrude into the Property;
- (c) to have all parts of the Development supported and protected by the Property; and
- (d) to enter upon the Property at all reasonable times (and at any time in an emergency) so far as may be necessary for the purpose of inspecting maintaining repairing and renewing all parts of the Development and the Service Installations comprised in the Property and the Estate Sewers

2. The right for the Company and all persons authorised by it to enter upon the Property at all reasonable times (and at any time in an emergency) to lay construct inspect maintain repair and renew any drains channels sewers pipes wires cables watercourses and other conducting media whatsoever (and any structures incidental to the user thereof) within the Property (so far as the same may be required by any Statutory Authorities or Service Supply Companies in connection with the supply of services usually provided or maintained by them)

THIRD SCHEDULE

(Covenants by the Purchaser)

1. To pay the yearly rent hereinbefore reserved (if demanded) and by way of additional rent to pay to the Association the Maintenance Charge
2. In the seventh year of the term and thereafter at least once in every seven years to redecorate all inside parts of the Property and keep the same and the Service Installations (including any apparatus incidental to the user thereof) comprised in the Property in good repair and condition
3. (Subject to the obligations on the part of the Association in accordance with paragraph 3 of the Fifth Schedule hereto) to do all such works as under any legislation are directed or required to be done on or in respect of the Property (whether by landlord tenant or occupier) and not to do or omit to be done any act matter or thing in respect of the Property which shall contravene any such legislation and to keep the Association indemnified against all claims demands and liabilities in respect thereof
4. That no part of the Property shall be used for any purpose other than as or incidental to a private dwelling in occupation by persons of Retirement Age together with such other persons as may be permitted by the the Association in writing.

5. That nothing shall be done which may lessen the protection or support given by the Property to the Development
6. Not to do or omit to be done on the Property or the Development any act matter or thing:-
 - (a) which may be or become a nuisance annoyance disturbance or inconvenience to the owners and occupiers of the Development or neighbouring owners or occupiers
 - (b) whereby any insurance effected by the Association in respect of any part or parts of the Development and the Property may be rendered void or voidable or whereby the rate of premium may be increased
7. Not to obstruct the Common Parts nor use the car parking spaces comprised in the Common Parts other than for the parking of private motor vehicles and in particular not to park any boat or caravan or similar vehicle thereupon or carry out thereupon any repairing of motor vehicles
8. Not to use within the property any form of paraffin bottled gas or oil heaters whatsoever
9. Not to keep in the property or in any part thereof any large dog or other animal or bird or pet if the keeping thereof is objected to by the Company or the Association and will in the event of either of them receiving complaints regarding such animals or pets aforesaid (the Company' or the Association's decision in respect thereof to be final) forthwith remove such animals or pets and in any event such animals or pets as are permitted to be kept shall under no circumstances be allowed to foul the grounds or Common Parts of the estate
10. Not to permit the property to be used for any purpose of an illegal or improper nature injurious to the reputation of the Company or the Association or the development or permit or suffer persons of a character objectionable to the Company or the Association to reside therein

11. Not to hang or otherwise expose outside the property any washing or clothes nor permit any mat or other articles to be shaken out of any window or door thereof
12. Not without the consent in writing of the Association to:-
 - (a) make any structural alteration to the Property
 - (b) erect or affix on the Property any hoarding advertisement or notice (other than the usual board or notice offering the Property for sale); or
 - (c) erect or construct on any part of the Property any building whatsoever or allow to project outside the dwelling any wireless or television aerial.
13. To pay all sums of whatever nature assessed and charged at any time upon the Property or the Association or the Company or the Purchaser in respect thereof
14. To pay all expenses (including Solicitors costs and surveyors fees) incurred by the Company incidental to the preparation and service of any Notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
15. (a) To permit the Association and all persons authorised by it after the giving of reasonable notice and at reasonable times to enter upon the Property to examine the condition thereof (and thereupon the Association may serve notice in writing specifying any repairs necessary to be done and for which the Purchaser may at that time be liable and require the Purchaser forthwith to execute the same); and
(b) if the Purchaser shall not within one month after service of such notice proceed diligently with the execution of such repairs then to permit the Association to enter upon the Property and execute such repairs and the cost thereof (including the Association's surveyors or agents fees) shall be a debt due from the Purchaser to the Association

16. To indemnify and keep indemnified the Association and the Company against all damages costs and any other liabilities resulting from any non-observance or non-performance by the Purchaser of any covenants relating to the Property on the register of the title above referred to

17. During the said term to perform and observe such reasonable rules and conditions as may be determined by the Association from time to time to apply to the Property and the Development a copy of which the Purchaser has received on or before the date hereof

18. (a) Not to assign transfer underlet or otherwise part with possession of part only of the Property and not without the consent in writing of the Association (such consent not to be unreasonably withheld) to assign transfer underlet or part with possession of the property to or with any person under Retirement Age at the date of such disposition unless notwithstanding that the assignee or underlessee shall be under Retirement Age at the date of such disposition the Property will continue to be occupied by a person or persons of Retirement Age or otherwise in accordance with paragraph 4 above provided that such assignee or occupier shall be a person suitable for sheltered housing

(b) On any assignment permitted under Clause 18(a) hereof to ensure that any assignee enters into a Deed of Covenant with the Association at the expense of the assignee to observe and perform all the terms and conditions contained in this Lease

19. Within one month of every Assignment Transfer Assent Charge or Devolution of the property to give notice thereof in writing and particulars thereof to the Association and to produce any formal document of assignment to the Association and to pay to the Association or their solicitors their reasonable fees plus Value Added Tax.

20. At the expiration or at the determination hereof to yield up the Property and all additions thereto and all fittings and landlords fixtures therein in good and substantial repair in accordance with the Purchasers covenants herein contained

FOURTH SCHEDULE

(Covenants by the Company)

1. To allow the Purchaser (subject to his complying with the terms of this Lease) to hold and enjoy the Property throughout the said term without any interruption by the Company
2. To enforce (if so required by the Purchaser in writing) the covenants in terms similar to the covenants contained in paragraphs 1 to 11 inclusive 16 and 17 of the Third Schedule to this Lease given or to be given in the Leases upon the Purchaser indemnifying the Company against all costs and expenses in respect of such enforcement and providing such security or deposit for payment of the said costs and expenses as the Company may require and complying with all reasonable requirements of the Company (including obtaining at the Purchaser's expense the Opinion of Counsel nominated by the Company prior to requiring the Company to enforce the said covenants)
3. To impose in the Leases covenants in terms similar to those contained in the Third Schedule to this Lease

FIFTH SCHEDULE

(Covenants by the Association as to the provision of Services)

1. To maintain at all times the services of a resident warden and assistant warden for the performance within the Development of the following duties:-
 - (a) Responding to the warden call system link between the Property and the Warden's Residence and Assistant Warden's Residence
 - (b) Whilst respecting the independence and privacy which the Purchaser may desire maintaining contact with the Purchaser looking out for signs of need and summoning medical or other aid as and when the Association deems it necessary

(c) Liaising with doctors social workers external organisations and friends and relatives of the Purchaser as necessary

(d) Assisting with and promoting the use of the Community Centre by the residents of the dwellings comprised in the Development and arranging for the same to be kept locked when not in use

PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

(i) the wardens shall be under no duty to provide nursing care or medical attention

(ii) the wardens are not employed on 24 hours duty but will be available during night time hours to answer emergency calls only

(iii) the wardens shall be under no duty to carry out domestic duties in or around the Property

2. To keep in a good state of repair and condition and when necessary replace rebuild and reinstate the Warden's and Assistant Warden's Residences (and Community Centre)

3. To keep the roof foundations party walls and external parts (including external walls and loadbearing walls and external doors and windows save the glass in any such doors and windows and the interior surfaces of walls) of the Property in good and substantial repair and to paint or otherwise treat (as may be appropriate) as often as may be necessary in a proper and workmanlike manner and with suitable materials of good quality such external parts of the Property and all other Buildings comprised in the Development and all internal and external parts of the Warden's and Assistant Warden's Residences (and Community Centre) as are usually painted or otherwise treated

4. To keep and maintain at all times in the Property an emergency warden call system linked to the Warden's Residence

5. To keep the Common Parts clean and tidy and in a good state of repair and condition and clean or cause to be cleaned monthly or as near thereto as circumstances permit the windows in the Property and the Development

6. To maintain tidy and cultivate any grassed areas gardens or floral areas (if any) within the Common Parts
7. To keep and maintain in proper working order and when necessary replace all tools electrical and other equipment and apparatus provided for the use of the Association in connection with the obligation of the Association in respect of the Common Parts
8. To keep clean maintain and when necessary replace any rotary driers or any carpets floor coverings curtains blinds furniture and any other soft furnishings or other things whatsoever provided for communal use in the Community Centre or other Common Parts
9. To maintain in proper working order any lamps provided for illumination of the Common Parts
10. To maintain in proper working order the communal aerial system (if any) serving the Property and the Development and shall (if required by a majority of the owners or occupiers of dwellings comprised in the Development) from time to time make such modifications as shall be necessary to enable the same to be made more efficient or capable of receiving additional channels or other transmissions
11. (a) To keep the Development (including the Warden's and Assistant Warden's Residences) and the Property insured at all times from loss or damage by fire flood and other risks and special perils normally insured under a comprehensive policy on property of the same nature in a sum equal to the full rebuilding cost thereof (including the removal of debris) for the time being together with an adequate sum in respect of architects and surveyor's fees and loss of maintenance charge by way of rent as often as the Development and the Property shall be destroyed or damaged as aforesaid to rebuild and reinstate the same;
- (b) to make all payments necessary for the above purpose within seven days after the same shall become due;

- (c) To produce to the Purchaser (and the Purchaser's mortgagee) and the Company on demand the policy of such insurance or a certificate thereof issued by the Insurance Company containing a summary of the details of such Policy and the receipt for each such payment; and
- (d) To permit the Purchaser to notify the insurer of the interest of the Purchaser and any mortgagee in the Policy of such insurance and for that purpose (at the request of the Purchaser) to furnish the Purchaser with particulars of such Policy
- (e) If the property or any part thereof should at any time during the said term be destroyed or so damaged by fire or such other risks as may be covered in the policy or policies effected by the Association as to render the demised premises unfit for occupation pursuant to clause 11(a) and the policy or policies of insurance effected by the Association shall not have been vitiated or payment of the policy monies refused in whole or in part in consequence of the act or default of the Purchaser the maintenance charge or a proportionate part thereof shall be suspended until the demised premises shall again be rendered fit for habitation and use pursuant to Clause 11 (a) the Association may pay to the Purchaser a sum not exceeding 10% of the Price such payment to be by way of provision towards the expenses of the Purchaser to be paid over a period of twelve months in respect of alternative accommodation which the Purchaser may be obliged to take by reason of any such loss or damage

12. To pay all rates taxes assessments and outgoings charged or imposed or assessed in respect of the Common Parts and the Warden's and Assistant Warden's Residences

13. Not to use the Warden's Residence or Assistant Warden's Residence for any other purpose other than as or incidental to a private dwelling for the use of resident wardens to supervise and maintain services for the benefit of the owners and occupiers of the dwellings comprised in the

14. Not to use the Community Centre for any purpose other than as or incidental to a centre for the use and enjoyment of the owners or occupiers of the dwellings comprised in the Development therein for any communal purpose
15. Notwithstanding anything herein contained the Association shall not be liable nor shall the Purchaser have any claim against the Association in respect of any interruption to the provision of any of the said services by reason of default or mechanical breakdown or necessary repair or maintenance or any other cause beyond the control of the Association
16. The Association may at any time during the term add to diminish modify or alter any services provided by them if by any reason of any change in circumstances the Association considers such to be desirable and in the interests of good management and for the general benefit of the occupiers of flats within the development any such changes to be subject to the agreement of a majority of the residents

SIXTH SCHEDULE

PART I

(Covenants in respect of the Maintenance Charge)

1. The Association shall as soon as reasonably practicable after 1st June in every year of the said term prepare an estimate of the sums to be spent by it in such year on the matters specified in Part II of this Schedule and shall add thereto or deduct therefrom (as may be appropriate) any difference between:-

- (a) the amount notified in accordance with paragraph 3 hereof; and
- (b) the amount of the estimate prepared in respect of the previous year of the said term

and shall serve on the Purchaser notice of the total amount so calculated

2. The Purchaser shall pay to the Association a sum without deduction equal to the Specified Percentage of the total amount specified in such notice such payment to be made in quarterly instalments on the usual quarter days provided that if at any time the sum shall remain unpaid for the period of 14 days after becoming payable the same shall bear interest calculated at an annual rate equal to the base rate payable by Barclays Bank PLC for the time being in force the first such instalment or a proportionate part thereof from the date hereof to the 1st day of the quarter next following shall be paid on the date hereof

3. The Association shall keep an account of the sums spent by it in each year of the said term on the matters specified in Part II of this Schedule and shall as soon as practicable after the end of such year at the request of the Purchaser provide the Purchaser with an account of the total amount of the sum spent certified by an independent Accountant

PART II

(Expenditure to be recovered by means of the Maintenance Charge)

1. The sums spent by the Association in and incidental to the observance and performance of the covenants on the part of the Association contained in the Fifth Schedule and Part I of this Schedule

2. All fees charges expenses salaries wages and commissions paid to any Auditor Accountant Surveyor Valuer Architect Solicitor or any other agent contractor or employee who the Association shall employ in connection with the carrying out of its obligations under this Lease and the Leases including the costs of and incidental to the preparation of the estimate notices and accounts referred to in Part I of this Schedule

3. All expenditure incurred by the Association in performing its obligations pursuant to the covenants contained in the Fifth Schedule in respect of any employees of the Association on the provision of uniforms clothing accommodation and all outgoings incurred in connection therewith or payable in respect thereof and the cost of any such other items in connection therewith or payable in respect thereof and the cost of any such other items in connection therewith as the Association shall from time to

time determine

4. The costs of effecting and maintaining in force the insurance policy referred to in paragraph 11 of the Fifth Schedule and of any further insurance policy which the Association may effect in respect of the Property or the Development (including insurance against public and third party liability)
5. All rates (including water rates) taxes assessments and any other outgoings payable in respect of the Common Parts and the Warden's and Assistant Warden's Residences.
6. All sums paid by the Association in and about the repair maintenance decoration cleaning lighting and running of the Common Parts and the Warden's and Assistant Warden's Residences whether or not the Association was liable to incur the same under its covenants herein contained
7. Any Value Added Tax or other tax incurred by the Association
8. Any interest or other charges incurred by the Association in borrowing money (including the cost of procuring any guarantee or bond for repayment) for the purpose of any of the matters referred to in this Schedule
9. The costs incurred by the Association in bringing or defending any actions or other proceedings against or by any person whatsoever in connection with the Property and the Development
10. The costs of management of the Property and the Development including the costs of preparing and auditing accounts and printing and sending out of notices circulars reports or accounts and all fees payable to the Government or any other body
11. Such sum as the Association shall properly determine at their sole discretion as reasonable to be set aside in any year towards a reserve fund to make provision for expected future substantial capital expenditure

SEVENTH SCHEDULE

(Agreements and Declarations)

1. If the Maintenance Charge shall remain unpaid for 21 days after becoming payable or if any covenant on the Purchaser's part herein contained shall not be performed or observed the Company may at any time thereafter re-enter upon the Property or any part thereof and thereupon this Lease shall absolutely determine but without prejudice to the right of action of the Company or the Association in respect of any arrears of Maintenance Charge or any breach of covenant. If notice of a mortgage or charge of this Lease has been given then prior to exercising its rights hereunder the Company shall give 28 days prior notice thereof to any mortgagee or chargee named in the said notice
2. The rights of entry specified in the First and Second Schedules are subject to the persons exercising the same:-
 - (a) giving reasonable notice;
 - (b) causing as little damage as possible; and
 - (c) making good to the reasonable satisfaction of any person thereby affected any damage caused
3. The rights specified in the First and Second Schedules in respect of the Service Installations are subject to the person exercising such rights paying a fair proportion of any expense necessarily incurred in inspecting maintaining repairing and renewing the relevant Service Installations
4. Section 196 of the Law of Property Act 1925 (or any statutory modification or re-enactment or replacement thereof) shall apply to any notice served hereunder
5. If any dispute shall arise between the Purchaser and the registered proprietors of the title to the Leases relating to:-

- (a) the "Property" "Development" "Service Installations" "Building" "Accessways" "Common Parts" or "Maintenance Charge";
- (b) any rights granted or reserved; or
- (c) any covenants agreements or declarations

then such dispute shall be referred by any of the parties thereto to the determination and award of a Solicitor to be chosen by the said parties (or in default of agreement to be nominated by the President for the time being of the Law Society) whose determination and award shall be final and binding on the Purchaser and other party or parties to the dispute and whose fees and expenses shall be borne by the Purchaser and the other party or parties to the dispute in such proportions as the said Solicitor shall determine

6. Any notice under this Lease shall be in writing and notice to the Purchaser or his personal representatives shall be sufficiently served if both addressed to the Purchaser on the demised premises or sent to the Purchaser by recorded delivery post any notice sent to the Association shall be sufficiently served if sent to it at its registered office by recorded delivery

7. The Perpetuity Period applicable to this Lease is 80 years from the 1st day of January 1980

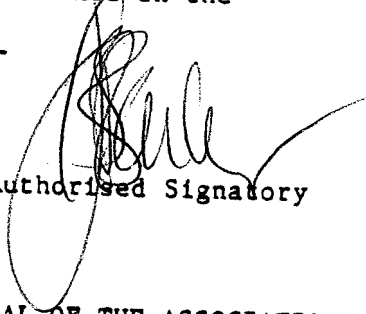
8. Where the context so admits 'Association' 'Company' and 'Purchaser' shall include the successors and derivateses in title of the Association Company and the Purchaser respectively the singular shall include the plural and the masculine shall include the feminine and vice versa

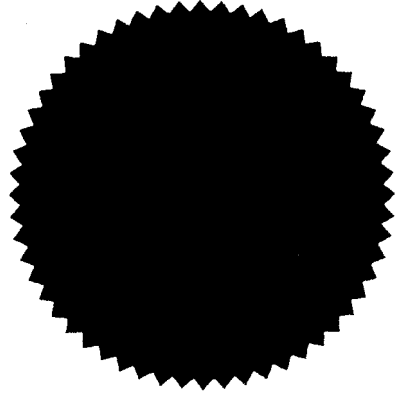
9. Where there are two or more persons included in 'Purchaser' the covenants expressed to be made by the Purchaser shall be deemed to be made by such persons jointly and severally and as between such persons they shall hold the Property upon trust for themselves as joint tenants

so that the survivor of them is entitled give a valid receipt for capital monies arising on a disposition of the Property

9. That until such time as the reversionary title to the Property is vested in the Association any notice to or by the Association as mentioned herein shall be deemed to be a notice given to or by the Company and the Association jointly and the Association shall forthwith upon receipt of such notice send a copy to the Company and shall act on behalf of the Company in connection with any such notice subject to the Association indemnifying the Company against all costs claims and expenses thereby incurred and subject as aforesaid the Company shall join in all such deeds or documents as are necessary to give effect to the same

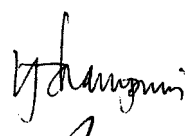
THE COMMON SEAL OF THE COMPANY)
was hereunto affixed in the)
presence of:-)



Authorised Signatory



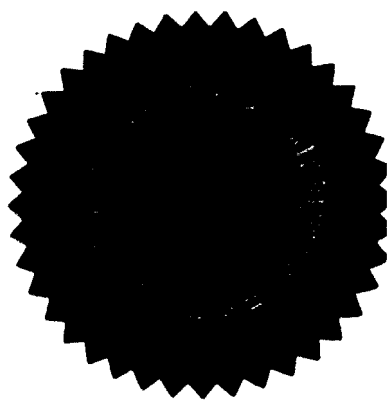
000914

THE COMMON SEAL OF THE ASSOCIATION)
was hereunto affixed in the)
presence of:-)

Committee Member 

Committee Member 

Secretary 



~~SIGNED SEALED AND DELIVERED)
)
by the PURCHASER IN THE)
)
presence of:-)~~

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





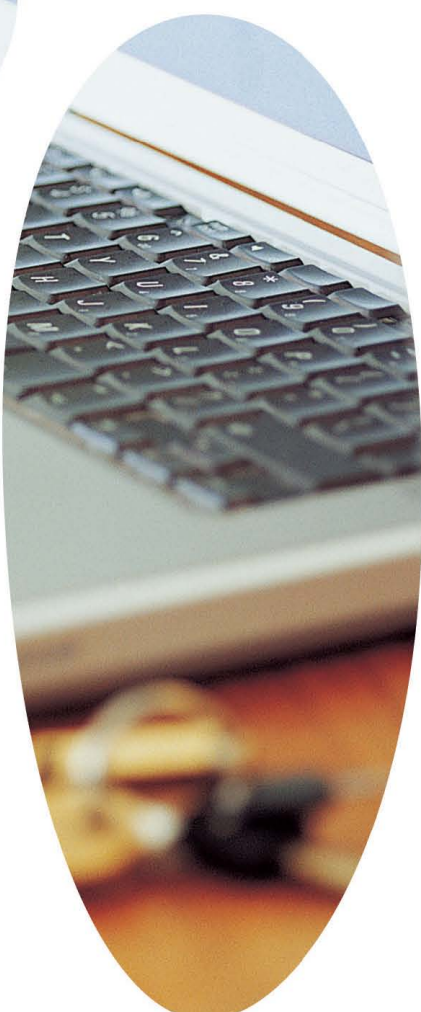
Dated: 15th September 1986

WIMPEY HOMES HOLDINGS LIMITED
AND
WARDEN HOUSING DEVELOPMENTS LIMITED
TO
ANNIE MAY FOOT

LEASE
OF FLAT NO. 68

MANDEVILLE COURT
UNION STREET
MAIDSTONE





Section 5

Search Reports

Search Report

Requested by:-
Simply HIP Limited

Our Reference: **XX/X671663**
Your Reference: **Not Found**
Report Prepared by: **LindaWilson**

Date: **12/01/2009**

REQUESTED FOR

68 Mandeville Court
Union Street
Maidstone
ME14 1JY

Council: Maidstone Borough Council

Local Authority Code: 2235

Search: HIP LLC1 & Local Search

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

Freephone 0800 052 0117

Yours Faithfully



ONESEARCH DIRECT



SUMMARY OF SEARCH REPORT : 01129666

INVOICE NUMBER : E20553163

LLC1 Search

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

LOCAL Search

1.1. Planning and Building Regulations

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

1.2. Development Plans

Policies	Yes
Proposals	No
Recommendations	No

2. Roads

Roads, Footways and Footpaths Maintained at Public Expense	Yes/No
------------------------------------------------------------	--------

Other Matters

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

LLC1 Search

Subjects **68, Mandeville Court, Union Street, Maidstone, Kent, ME14 1JY.**
 Date of Search Report: **12/01/2009**
 Search Report No: **01129666**
 Search Report Prepared by: **LindaWilson**

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Planning Ref: 78/0743 Continued retention of electric floodlights.	Maidstone Borough Council	Maidstone Borough Council Maidstone House King Street Maidstone Kent ME15 6JQ.	13/7/1978
Planning Ref: 79/0740 Postal sorting office.	Maidstone Borough Council	Maidstone Borough Council Maidstone House King Street Maidstone Kent ME15 6JQ.	18/7/1979
Planning Ref: 80/0572 Renewal of permission for retention of floodlighting	Maidstone Borough Council	Maidstone Borough Council Maidstone House King Street Maidstone Kent ME15 6JQ.	21/5/1980
Planning Ref: 82/0458 Renewal of temporary permission for postal sorting office.	Maidstone Borough Council	Maidstone Borough Council Maidstone House King Street Maidstone Kent ME15 6JQ.	14/5/1982
Planning Ref: 84/1147 Seventy-nine unit sheltered housing development, as validated 22/8/84 and amended by the letter dated 29/8/84 and accompanying drawing No. 1496/19 and 1496/20.	Maidstone Borough Council	Maidstone Borough Council Maidstone House King Street Maidstone Kent ME15 6JQ.	28/9/1984

04 - Miscellaneous charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Planning Ref: 4/3380 Housing Grants, Construction and Regeneration Act 1996 Section 34-56 House Renovation Grants - Disabled Facilities Grant (M) Certified.	Maidstone Borough Council	Maidstone Borough Council Maidstone House King Street Maidstone Kent ME15 6JQ.	11/3/2008

Local Search Enquiries

Subjects **68, Mandeville Court, Union Street, Maidstone, Kent, ME14 1JY.**
 Date of Search Report: **12/01/2009**
 Search Report No: **01129666**
 Search Report Prepared by: **LindaWilson**

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

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

Planning and Building Regulation Decisions and Pending Applications

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

Section 1.1 (a)	Planning Permissions	Yes		
Application Number	Proposal	Decision	Decision Date	Application Type
74/1230	Retention of existing floodlight.	Approved on Conditions	4-Apr-1975	Planning
76/0673	Continued retention of electric floodlights.	Approved on Conditions	11-Jun-1976	Planning
76/0700	Continued use as postal sorting office.	Approved on Conditions	29-Jun-1976	Planning
80/0770	Install electric light to facilitate vehicle movement and make safer pedestrian movement.	Withdrawn	7-May-1980	Planning
83/0653	Outline application for demolition of existing buildings and erection of residential and office development.	Refused	5-Jul-1983	Planning
Section 1.1 (b)	Listed Building Consents	None		
Section 1.1 (c)	Conservation Area Consents	None		
Section 1.1 (d)	Certificate of lawfulness of existing use or development	None		
Section 1.1 (e)	Certificate of lawfulness of proposed use or development	None		
Section 1.1 (f)	Building Regulations approvals	Not Available		
Section 1.1 (g)	Building Regulations completion certificate	Not Available		
Section 1.1 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	Not Available		

Informative

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

Informative

*Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Maidstone Borough Council, Maidstone Borough Council, Maidstone House, King Street, Maidstone, Kent, ME15 6JQ.***

Planning designations and Proposals

1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	See details below
The Maidstone Borough - Wide Local Plan Adopted	Adopted 31/12/2000
Local Plan Policy	Boundary of Urban Areas
Local Plan Policy	Borough Boundary

Roads

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

(a)	Highway Maintainable at Public Expense				Yes/No
	Name	Carriageway	Footway	Footpath	Verge
	Union Street, Maidstone	Public	Public	None	None
	Parking to Front	Private	None	None	None
(b)	Subject to adoption and supported by a bond or bond waiver				No
(c)	To be made up by a local authority who will reclaim the cost from the frontagers; or				Not Available
(d)	To be adopted by a local authority without reclaiming the cost from the frontagers?				Not Available

Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Maidstone Borough Council, Maidstone Borough Council, Maidstone House, King Street, Maidstone, Kent, ME15 6JQ.**

Land Required for Public Purposes

3.1. Is the property included in land required for Public Purposes?	No
3.2. Is the property included in land to be acquired for road works?	No
3.3. Do either of the following exist in relation to the property?	
(a) An agreement to drain building in combination into an existing sewer by means of a private sewer	Not Available
(b) An agreement or consent for:- i. a building; or ii. an extension to a building on the property, to be built over in the vicinity of a drain, sewer or disposal main?	Not Available

Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Maidstone Borough Council, Maidstone Borough Council, Maidstone House, King Street, Maidstone, Kent, ME15 6JQ..**

Question 8: This information may no longer be physically held by the local authority. The information may be obtained by conducting an official CON29 DW search.

Nearby Road Schemes

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

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

Nearby Railway Schemes

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

Traffic Schemes

3.6. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property - None revealed

- (a) Permanent stopping up or diversion;
- (b) Waiting or loading restrictions
- (c) One way driving
- (d) Prohibition of driving
- (e) Pedestrianisation
- (f) Vehicle width or weight restrictions
- (g) Traffic calming works including road humps
- (h) Residents parking controls
- (i) Minor road widening or improvement
- (j) Pedestrian crossings
- (k) Cycle tracks; or
- (l) Bridge building?

Outstanding Notices

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

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

3.9. Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following-	
(a) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No
(f) Other Notice relating to breach of planning control	No
(g) Listed Buildings Repair Notice	No
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) A Building Preservation Notice	No
(j) A direction restricting permitted development	No
(k) An order revoking or modifying permission	No
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	No
(m) A Tree Preservation Order	No

(n) Proceedings to enforce a planning agreement or planning contribution

No

Conservation Areas

3.10. Do the following apply in relation to the property-

No

- a) The making of the area a Conservation Area before 31st August 1974; or
- b) An unimplemented resolution to designate the area a Conservation Area?

Compulsory Purchase

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

None revealed

Contaminated Land

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

No

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

Informative

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

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

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

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

Radon Gas

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

No

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

Informative

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

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

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

Further information on radon, including an indicative version of the radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) web site (<http://www.hpa.org.uk/radiation/radon/index.htm>). Alternatively information can be requested from HPA by telephone (0800 614529 [24hr] or 01235 822622 [D/T]) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ.

Notes

The Search Company

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

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Maidstone Borough Council, Maidstone Borough Council, Maidstone House, King Street, Maidstone, Kent, ME15 6JQ.** The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated

Scope of Area Searched

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

Definition of Search Terms

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

Legal Issues

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

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

Liability and Insurance

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

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

Complaints Procedure

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

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

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

IDRS Ltd
24 Angel Gate
City Road
London
EC1V 2PT

Tel: 020 7520 3800

Fax: 020 7520 3829

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

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

Tel: 0800 052 0117

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

HIP Provider: Simply HIP Limited

Solicitor/Conveyancer: Simply HIP Limited

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

Search Prepared by: LindaWilson

Local Authority Records Inspected by: HChagger

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

keyfacts[®]

1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

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

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

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

8. Claims.

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

9. Queries.

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

10. Complaints.

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

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

11. Compensation

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

12. Price

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

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

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

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

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

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

SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct

Policy Number : 60-021-000000

1.

In this policy unless the context otherwise requires:

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

2. Coverage Statement

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

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

3. Exclusions

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

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

4. Continuation of indemnity

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

5. Notification of a claim

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

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

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

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

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

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

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



Important Consumer Protection Information

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

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

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

The Code's main commitments

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

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

Keeping to the Search Code

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

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

IPCAS Contact Details:

Telephone: 020 7520 3800

E-mail: info@idrs.ltd.uk

You can also get more information about the PCCB and IPCAS from the PCCB website at: www.propertycodes.org.uk.

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

Your Search Results :

68

Mandeville Court

Union Street

Maidstone

Kent

ME14 1JY



LandSearches



OneSearch Direct
DX512600 Glasgow 5

Your Ref
D366733
Our Ref
LS/U578358/T.T.
Date
8 Jan 2009
Contact
Tel 0845 270 0212

Dear Sir/Madam

Your Search Results: 68, Mandeville Court, Union Street

Please find enclosed the results of your property search request. If you have any questions arising from the results please call our helpline on 0845 270 0212, which is open from 08.00 to 17.00hrs.

Yours faithfully

Alison Stickland
Southern Water Land Searches

**68
Mandeville Court
Union Street
Maidstone
Kent
ME14 1JY**

Southern Water Southern House Capstone Road Chatham ME5 7QA www.southernwater.co.uk

Southern Water Services Ltd Registered Office: Southern House Yeoman Road Worthing BN13 3NX Registered in England No. 2366670



Land Search: 68, Mandeville Court, Union Street, Maidstone, Kent, ME14 1JY
Ref: LS/U578358/T.T.
Date: 8 Jan 2009
Contact: Alison Stickland
Direct Line: 0845 270 0212

INTERPRETATION of Drainage and Water Search

- 1 This report complies with the terms and expressions identified in Part 2 of Schedule 8 of Statutory Instrument 2007 No. 1667.

ENQUIRIES AND RESPONSES

- 2 Q: This Drainage and Water search complies with the requirements of Statutory Instrument 2007 No. 1667 Schedules 6 and 8 regulations (8(1)) as it contains the enquiries and the appropriate responses set out in Part 2 of this Schedule 8.
- A: The Water companies records were searched by Mathew Chinn of MID KENT WATER who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Alison Stickland of Southern Water Services, Southern House, Capstone Road, Chatham, Kent ME5 7QA who has no nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

The following records were searched in compiling this report: the Map of Public Sewers, the Map of Waterworks, Water and Sewer Billing Records, Adoption of Public Sewer Records, Building Over Public Sewer Records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are either held by Southern Water Services Limited or the water company as appropriate.

Southern Water Services Limited is responsible in respect of the following:

- i. Any negligent or incorrect entry in the records searched;
- ii. Any negligent or incorrect interpretation of the records searched;
- iii. Any negligent or incorrect recording of that interpretation in the Search report; and
- iv. Any compensation payments in accordance with Schedule 6 Part 2, 7(b) and (c) of Statutory Instrument 2007 No. 1667.

The Complaints procedure in respect of this search report is attached.

Please refer to the attached Terms and Conditions.

PUBLIC SEWER MAP

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

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

1. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991.

2. The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

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

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

FOUL WATER

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

A: Records indicate that foul water from the property does drain to the public sewerage system.

1. Water Companies are not normally responsible for any private drains and sewers which 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.

2. 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.

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

SURFACE WATER

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

A: Records indicate that surface water from the property does not drain to the public sewer system.

1. Water Companies are not normally responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.

2. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

3. In some cases water company records do not distinguish between foul and surface water connections to the public sewerage system.

4. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the company.

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

PUBLIC ADOPTION OF SEWERS AND LATERAL DRAINS

6 Q: 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? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

A: The property is not subject to an adoption agreement.

1. 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.

2. 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.

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

PUBLIC SEWERS WITHIN THE BOUNDARY OF THE PROPERTY

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

A: 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 laterals drains to be on the public sewer map. It is therefore possible for unidentified public sewers to exist within the boundaries of the Property.

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

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

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

PUBLIC SEWERS NEAR TO THE PROPERTY

8 Q: Does the public sewer map indicate any public sewer or a sewer, subject to an agreement under Section 104 of the Water Industry Act 1991, within 30.48 metres (100 feet) of any buildings within the property?

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

1. 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.

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

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

BUILDING OVER A PUBLIC SEWER, DISPOSAL MAIN OR DRAIN

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

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

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

MAP OF WATERWORKS

10 Q: Where relevant, please include a copy of an extract from the map of waterworks.

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

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

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

3. Water companies are not responsible for the private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

4. The copy extract 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.

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

ADOPTION OF WATER MAINS AND SERVICES PIPES

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

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

1. 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.

SEWERAGE AND WATER UNDERTAKERS

12 Q: Who are the sewerage and water undertakers for the area?

A: The sewerage undertaker for the area is Southern Water Services, Southern House, Yeoman Road, Worthing, Sussex BN13 3NX

The water undertaker for the area is Mid Kent Water Plc, PO Box 45 High Street, Snodland, Kent, ME6 5AH. Tel No: 01634 873111

CONNECTION TO MAINS WATER SUPPLY

13 Q: Is the property connected to mains water supply?

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

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

WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES

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

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

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

2. The presence of a public water main within the boundary of the property may restrict further development within it. Water undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter to carry out work.

CURRENT BASIS FOR SEWERAGE AND WATER CHARGES

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

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

1. 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.

2. The Water Industry Act 1991 Section 150, The Water Resale Order 2001, provides protection for people who buy their water and sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (Ofwat). Website: www.ofwat.gov.uk.

CHARGES FOLLOWING CHANGE OF OCCUPATION

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

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

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

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

3. 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:

a. Watering the garden other than by hand (this includes the use of sprinklers).

b. Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

SURFACE WATER DRAINAGE CHARGES

17 Q: Is a surface drainage charge payable?

A: Records confirm that a surface water drainage charge is not payable for the property.

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

2. Where surface water drainage 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 rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

WATER METERS

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

A: Records indicate that the property is served by a water meter, which is not located within the dwelling –house which is or forms part of the property, and in particular is located outside.

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

Mid Kent Water Plc, PO Box 45 High Street, Snodland, Kent, ME6 5AH. Tel No: 01634 873111

SEWERAGE BILLS

19 Q: Who bills the property for sewerage services?

A: The property is billed for sewerage services by Southern Water Services, Southern House, Yeoman Road, Worthing, Sussex BN13 3NX.

WATER BILLS

20 Q: Who bills the property for water services?

A: The property is billed for water services by Mid Kent Water Plc, PO Box 45 High Street, Snodland, Kent, ME6 5AH. Tel No: 01634 873111

RISK OF FLOODING DUE TO OVERLOADING PUBLIC SEWERS

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

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

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (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.

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

3. "At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from the public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.

4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.

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

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

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

RISK OF LOW WATER PRESSURE OR FLOW

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

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

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

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

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

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

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

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

5. *Allowable exclusions*

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

6. *Abnormal demand:*

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected.

Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

7. *Planned maintenance:*

Companies should not report under DG2 low pressures caused by planned maintenance.

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

8. *One-off incidents:*

This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps);

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

9. *Low pressure incidents of short duration:*

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

WATER QUALITY ANALYSIS

23 Q: 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

A: The analysis confirmed that tests failed to meet the standards prescribed by the 2000 Regulations or the 2001 Regulations, please find a report attached.

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

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

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

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

4. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company (give contact details) for further advice.

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

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

7. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact the company (see below) for further advice.

WATER QUALITY STANDARDS

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

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

1. Authorised departments are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.

2. Please contact your water company if you require further information.

SEWERAGE TREATMENT WORKS

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

A: The nearest sewage treatment works is 4.16 kilometres South South West of the property. The name of the sewage treatment works is COXHEATH WTW, which is responsibility of Southern Water Services, Southern House, Capstone Road, Chatham, Kent ME5 7QA company.

1. The nearest sewerage treatment works will not always be the sewerage treatment works serving the catchment within which the property is situated.

2. The Sewerage undertaker's records were inspected to determine the nearest sewerage treatment works.

3. It should be noted therefore that there may be private sewerage treatment works closer than the one detailed above that have not been identified.

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

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

Definitions

'The Company' means Southern Water Services Limited who produces the Report.

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

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

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

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

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

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

1.0 Agreement

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

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

2.0 The Report

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

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

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

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

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

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

3.0 Liability

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

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

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

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

4.0 Copyright and Confidentiality

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

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

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

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

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

5.0 Payment

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

6.0 General

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

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

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

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

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

Southern Water: Residential Drainage and Water Search.
Complaint Procedure

As a minimum standard

1. We will endeavour to resolve any telephone contact at the time of the call, however, if that is not possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.
2. We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint.
3. Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.
4. If we deem your complaint to be justified, or we have made any substantial errors in your search result, we will automatically provide you with a revised search free of charge. We will also undertake such works to put things right as may be reasonably possible; and we will take this action as soon as is reasonably practical. Customers will be kept informed of the progress of any action required.

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



Water Quality failure report for Mid Kent water quality supply zone Z303

The following samples failed during the calendar year ending 31/12/2007:-

Parameter tested	No. of samples taken	No. of samples failed
Coliforms	96	1

Water companies investigate all infringements of water quality standards thoroughly & take appropriate action 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 & advise them not to drink the water until the risk had been removed.

Key facts on water quality

Here are some key facts on substances that customers may be concerned about. For more detailed information visit www.midkentwater.co.uk or telephone 01634 873111

Coliform bacteria

Coliform failures are usually associated with customer's plumbing systems and are not reflective of general water quality in the area.

SOUTHERN WATER



The positions of pipes shown on this plan are believed to be correct, but Southern Water Services Ltd accept no responsibility in the event of inaccuracy. The actual positions should be determined on site.

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O.S. REF: TQ7656SW

Scale: 1:1250

Sewer Plot

WARNING: BAC pipes are constructed of Bonded Asbestos Cement

WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement



Printed By: AB

Date: 8-1-2009

68, Mandeville Court Union Street

Requested By:



SEWER LEGEND

LINE STYLES/COLOURS

Brown		Foul
		Foul Syphon Sewer
		Foul Vacuum Main
		Foul Rising Main
Red		Combined
		Combined Syphon Sewer
		Combined Rising Main
Light Blue		Surface Water
		Surface Water Rising Main
Dark Blue		Treated Effluent
Purple		Sludge
Pink		Catchment Boundary
		Section 104 Agreement Area
Yellow		Building Over Agreement Area

SHAPES (S)

A	Arched	R	Rectangular
B	Barrel	S	Square
C	Circular	T	Trapezoidal
E	Egg	U	U Shape
H	Horseshoe	X	Other

NODE REFERENCING SYSTEM

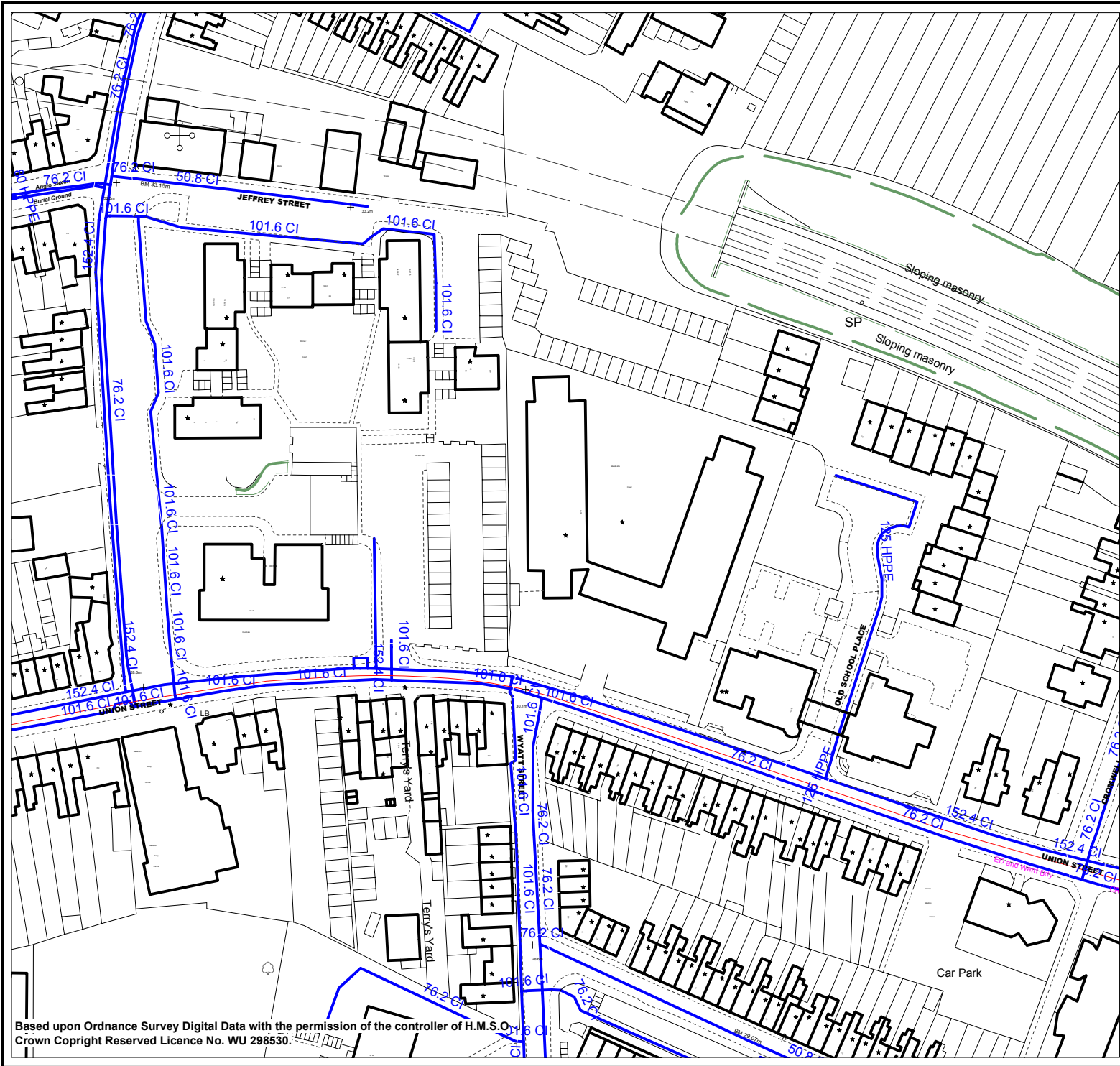
1st digit: hundred metre easting identifier
 2nd digit: hundred metre northing identifier
 3rd digit: sewer type identifier
 0-4 = Foul/Combined
 5-9 = Surface Water
 4th digit: next sequential node

MATERIALS

AK	Alkathene	MAC	Masonry in regular Courses
BRC	Brick (Common)	MAR	Masonry in random Courses
BRE	Brick (Engineering)	PE	Polyethylene
CC	Concrete Box Culvert	PF	Pitch Fibre
CI	Cast Iron	PP	Polypropylene
CO	Concrete (In-Situ)	PVC	Polyvinyl Chloride
CP	Concrete (Pre-cost)	RPM	Reinforced Plastic Matrix
CSB	Concrete Segments (bolted)	SI	Spun Iron
CSU	Concrete Segments (unbolted)	ST	Steel
DI	Ductile Iron	VC	Vitrified Clay
FRC	Fibre Reinforced Cement	XXX	Other
GRC	Glass Reinforced Concrete	ZZZ	Unknown
GRP	Glass Reinforced Plastic		

	Manhole (SW)		Washout (SW)		Backdrop manhole
	Manhole (F&C)		Washout (F&C)		Other (s)
	Lamp hole (SW)		Rodding eye (SW)		Other
	Lamp hole (F&C)		Rodding eye (F&C)		Change in sewer (s)
	Pumping Station (SW)		Gauging point (SW)		Change in sewer
	Pumping Station (F&C)		Gauging point (F&C)		Reflux valve
	Side entry manhole (SW)		Intercept chamber (SW)		Flap valve
	Side entry manhole (F&C)		Intercept chamber (F&C)		Cascade
	Blind shaft (SW)		Storm Tank (SW)		Anode
	Blind shaft (F&C)		Storm Tank (F&C)		Valve
	Ejector station (SW)		Vortex chamber (SW)		Closed valve
	Ejector station (F&C)		Vortex chamber (F&C)		Air valve
	Watertight door (SW)		Manhole label ellipse		Hatch box (SW)
	Watertight door (F&C)		Dummy/S24 manhole		Hatch box (F&C)
	Flushing ch. Mn-e (SW)		Outfall		Direction arrow
	Flushing ch. Mn-e (F&C)		Penstock chamber		Emptying valve
	Flushing ch. No-e (SW)		Damboards		Catchpit
	Flushing ch. No-e (F&C)		Storm Overflow		Soakaway
	Wastewater treatment works		Vent		Inlet
	Marine treatment works		Vent column		Balancing pond
	Outfall headworks		Tidal storage tank		Blank end
					Head of Public Sewer

WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement
WARNING: FRC pipes are constructed of Bonded Asbestos Cement



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This information is provided as part of a
CON29DW by:

LandSearches from Southern Water

Southern House
 Capstone Road
 Chatham
 Kent ME5 7QA
 Telephone: 0845 270 0212
 Fax: 01634 844514

This information is provided for general guidance only. The position of water mains on this plan should not be relied upon as being precise. The actual position and depth must be established by taking trial holes in all cases. The Company must be given two working days notice of the intention to excavate trial holes. Service pipes are not necessarily shown on this plan.

Legend

Water Main

Materials

AC	Asbestos Cement	MDPE	Medium Density Polyethylene
CI	Cast Iron	MOPVC	Molecular Orientated Polyvinyl Chloride
DI	Ductile Iron	SI	Spun Iron
GI	Galvanised Iron	ST	Steel
HDP	High Density Polythene	UPVC	Unplasticised Polyvinyl Chloride
HPPE	High Performance Polyethylene	??	Unknown
LD	Lead		

Scale **1:1250** Date: **08/01/2009**



Section 6

Consumer Redress



Consumer Information

Registered Firms under the HIP Code

Important Consumer Protection Information

This Home Information Pack (HIP) has been prepared by Simply HIP Limited. Telephone number: 01327 300 600.

Simply HIP Limited is registered with the Property Codes Compliance Board as a subscriber to the HIP 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 organisations providing HIPs have to meet. This information is designed to introduce the HIP Code to you.

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

The Code's main commitments

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

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

Keeping to the HIP Code

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

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

IPCAS Contact Details:

IPCAS, 24 Angel Gate, City Road, London, EC1V 2PT

Tel: 020 7520 3800 Email: info@idrs.ltd.uk

You can also get more information about the PCCB and IPCAS from the PCCB website at:

www.propertycodes.org.uk

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

Simply HIP Limited is an executive member of the Association of Home Information Pack Providers and has subscribed to the HIP Code, regulated by the Property Codes Compliance Board.