



HOME INFORMATION PACK

Altrincham Road
Wilmslow
Cheshire
SK9 5NW

Date: 4th March 2008

D K Property Services

www.dkpservices.co.uk

Home Information Pack Index

Insert address of property to be sold below and include postcode.

Altrincham Road
Wilmslow
Cheshire
SK9 5NW

About this form:

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

PART 1 – General – Required Documents

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

Column 1	Column 2	Column 3
Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information	If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. Index	<input checked="" type="checkbox"/> 19 th February 2008	
2a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/> 19 th February 2008	
2b. Predicted Energy Assessment	<input type="checkbox"/>	
3. Sale statement	<input checked="" type="checkbox"/>	
Title information		
4. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/> 19 th February 2008	
5. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/> 19 th February 2008	
6. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
7. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	
8. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	

Column 1	Column 2	Column 3
Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
Search reports		
9. Local land charges	<input checked="" type="checkbox"/> 26 th February 2008	
10. Local enquiries	<input checked="" type="checkbox"/> 26 th February 2008	
11. Drainage and water enquiries	<input checked="" type="checkbox"/> 27 th February 2008	

Part 2 – Commonhold properties – Required Documents

Column 1	Column 2	Column 3
Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
1. Land Registry individual register and title plan for common parts	<input type="checkbox"/>	
2. Land Registry copy of commonhold community statement	<input type="checkbox"/>	
3. Management rules and regulations outside the commonhold community statement	<input type="checkbox"/>	
4. Requests for payment towards commonhold assessment for the past 12 months	<input type="checkbox"/>	

Column 1	Column 2	Column 3
Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
5. Requests for payment towards reserve fund for the past 12 months	<input type="checkbox"/>	
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	<input type="checkbox"/>	
7. Name and address of managing agents and/or other manager (current and any proposed)	<input type="checkbox"/>	
8. Amendments proposed to the commonhold community statement, and other rules	<input type="checkbox"/>	
9. Summary of works affecting the commonhold (current and any proposed)	<input type="checkbox"/>	
10. Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months	<input type="checkbox"/>	

Part 3 – Leasehold properties – Required Documents

Column 1	Column 2	Column 3
Home Information Pack document	Included <input checked="" type="checkbox"/> with date and any further information	If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. The lease, being either: <ul style="list-style-type: none"> • an “official” copy • the original lease or a true copy of it; or • an edited information document 	<input type="checkbox"/>	

PART 4 – Authorised Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information
Please list any authorised documents that have been included relevant to this property below:	
1.	<input type="checkbox"/>
2.	<input type="checkbox"/>
3.	<input type="checkbox"/>
4.	<input type="checkbox"/>
5.	<input type="checkbox"/>
6.	<input type="checkbox"/>
7.	<input type="checkbox"/>
8.	<input type="checkbox"/>
9.	<input type="checkbox"/>
10.	<input type="checkbox"/>
11.	<input type="checkbox"/>
12.	<input type="checkbox"/>
13.	<input type="checkbox"/>
14.	<input type="checkbox"/>
15.	<input type="checkbox"/>
16.	<input type="checkbox"/>
17.	<input type="checkbox"/>
18.	<input type="checkbox"/>
19.	<input type="checkbox"/>

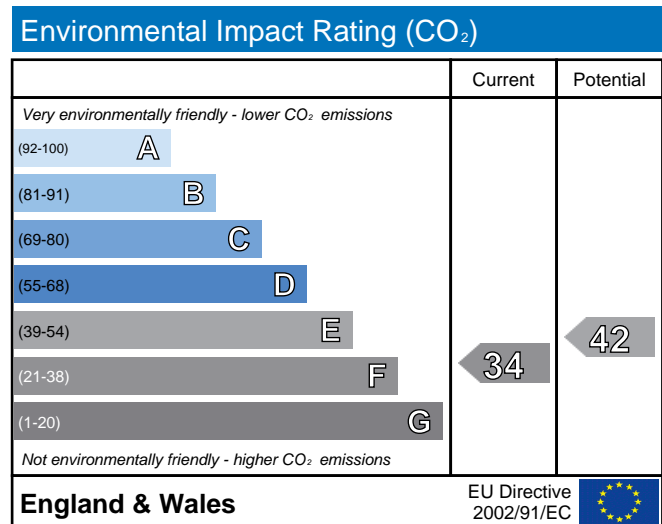
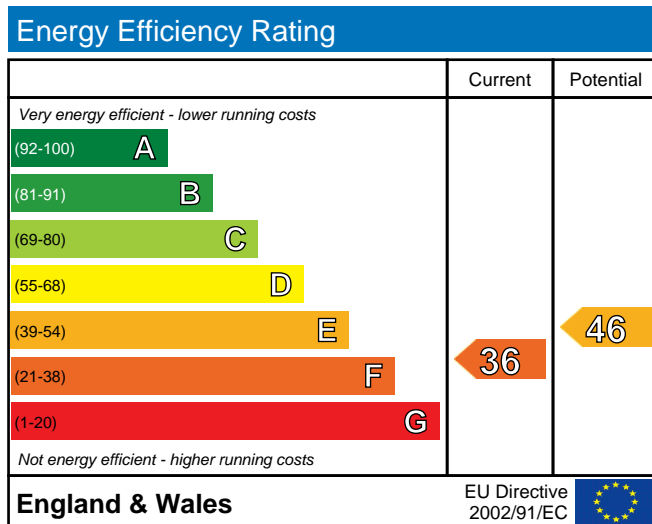
Energy Performance Certificate



WILMSLOW
 Cheshire
 SK9 5NW

Dwelling type: Semi-detached house
 Date of assessment: 19 February 2008
 Date of certificate: 19 February 2008
 Reference number:
 Total floor area: 142 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.



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 will be.

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

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

	Current	Potential
Energy use	441 kWh/m ² per year	361 kWh/m ² per year
Carbon dioxide emissions	10 tonnes per year	8.6 tonnes per year
Lighting	£125 per year	£63 per year
Heating	£1216 per year	£1036 per year
Hot water	£117 per year	£97 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.



Remember to look for the energy saving recommended logo when buying energy efficient product. It's a quick and easy way to identify the most energy efficient products on the market. 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 BRE Certification, 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. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: BREC200298
Assessor's name: Daryl Price
Company name/trading name: Daryl Price
Address: Flat 4, 180, Henbury Road,
Westbury On Trym, Bristol, BS10 7AE
Phone number: 07886269112
Fax number:
E-mail address: dkp_services@tiscali.co.uk
Related party disclosure: none

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at www.breassessor.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 building. 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 in 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 every day measures that will save money, improve comfort and reduce the impact on the environment, such as:

- 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 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.

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

Altrincham Road
 WILMSLOW
 Cheshire
 SK9 5NW

Date of certificate: 19 February 2008
 Reference number:

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.

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Solid brick, as built, no insulation (assumed) Cavity wall, as built, no insulation (assumed)	Very poor Poor	Very poor Poor
Roof	Roof room(s), no insulation (assumed) Pitched, limited insulation (assumed)	Very poor Very poor	Very poor Very poor
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating	Room heaters, dual fuel (mineral and wood)	-	-
Hot water	From main system	Good	Good
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency rating		F 36	
Current environmental impact (CO ₂) rating			F 34

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental
1 Cavity wall insulation	£48	F 38	F 35
2 Low energy lighting for all fixed outlets	£46	E 39	F 36
Sub-total	£94		
Higher cost measures			
3 Upgrade heating controls	£65	E 42	F 38
4 Replace boiler with Band A condensing boiler	£104	E 46	E 42
Total	£263		
Potential energy efficiency rating		E 46	
Potential environmental impact (CO₂) rating			E 42

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home.

5 50 mm internal or external wall insulation	£39	E 48	E 43
6 Solar photovoltaics panels, 25% of roof area	£77	E 50	E 46
Enhanced energy efficiency rating		E 50	
Enhanced environmental impact (CO₂) rating			E 46

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

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 Cavity wall insulation

Cavity wall insulation, to fill the gap between the inner and outer layers of external walls with an insulating material, reduces heat loss. The insulation material is pumped into the gap through small holes that are drilled into the outer walls, and the holes are made good afterwards. As specialist machinery is used to fill the cavity, a professional installation company should carry out this work, and they should carry out a thorough survey before commencing work to be sure that this type of insulation is right for this home. They should also provide a guarantee for the work and handle any building control issues. Further information can be obtained from National Cavity Insulation Association (<http://dubois.vital.co.uk/database/ceed/cavity.html>).

2 Low energy lighting

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

Higher cost measures (typically over £500 each)

3 Heating controls (room thermostat)

The heating system should have a room thermostat to enable the boiler to switch off when no heat is required. A competent heating engineer should be asked to do this work. Insist that the thermostat switches off the boiler as well as the pump and that the thermostatic radiator valve is removed from any radiator in the same room as the thermostat.

4 Band A condensing boiler

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

About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home

5 Internal or external wall insulation

Solid wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. As it is relatively expensive it is only recommended for walls without a cavity, or where for technical reasons a cavity cannot be filled. Internal insulation, known as dry-lining, is where a layer of insulation is fixed to the inside surface of external walls; this type of insulation is best applied when rooms require redecorating and can be installed by a competent DIY enthusiast. External solid wall insulation is the application of an insulant and a weather-protective finish to the outside of the wall. This may improve the look of the home, particularly where existing brickwork or rendering is poor, and will provide long-lasting weather protection. The External Wall Insulation Association keeps a register of professional installers. It should be noted that planning permission might be required.

6 Solar photovoltaics (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity

¹ For information on 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.

purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and any grant that may be available. Planning restrictions may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a suitably qualified electrician to explain the options.

¹ For information on 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.

	Statement
6. The capacity of the seller	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:

The electronic official copy of the record 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

Edition date 07.06.2004

- This official copy shows the entries on the register of title on 19 Feb 2008 at 12:37:50.
- 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 19 Feb 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk 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 Birkenhead (Rosebrae) Office.

A: Property Register

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

CHESHIRE : MACCLESFIELD

- 1 (04.01.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Altrincham Road, Wilmslow (SK9 5NW).
- 2 (04.01.1991) The mines and minerals are excepted.
- 3 (04.01.1991) A Conveyance of the land in this title dated 23 October 1946 made between (1) Harold Hulme (Vendor) (2) James Armstrong and (3) Thomas David Morris (Purchaser) contains the following provision:-

"IT IS HEREBY DECLARED that the walls and fences dividing the plot of land and premises hereby conveyed from the adjoining premises formerly belonging to the Vendor are party walls and fences and shall at all times be used maintained and repaired as such and all rights in the nature of easements and quasi easements existing as between the same premises under one ownership shall continue and be enforceable by and as between the respective owners for the time being thereof"

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 (14.01.1999) PROPRIETOR: of Altrincham Road, Wilmslow, Cheshire SK9 5NW.

Title number

C: Charges Register

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

- 1 (04.01.1991) The land tinted blue on the filed plan is subject to such restrictive covenants and easements as may have been imposed thereon before 30 November 1990 and are still subsisting and capable of being enforced.
- 2 (20.05.1996) The land is subject to the rights granted by a Deed of Grant dated 27 March 1996 made between (1) Robin James Gregory and (2) Michael Stanley Neale Penlington.
NOTE: Copy in Certificate.
- 3 (14.01.1999) REGISTERED CHARGE dated 18 December 1998 to secure the moneys including the further advances therein mentioned.
- 4 (14.01.1999) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.
- 5 (07.06.2004) REGISTERED CHARGE dated 19 May 2004.
- 6 (07.06.2004) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.
- 7 (07.06.2004) The proprietor of the Charge dated 19 May 2004 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register



These are the notes referred to on the following

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.

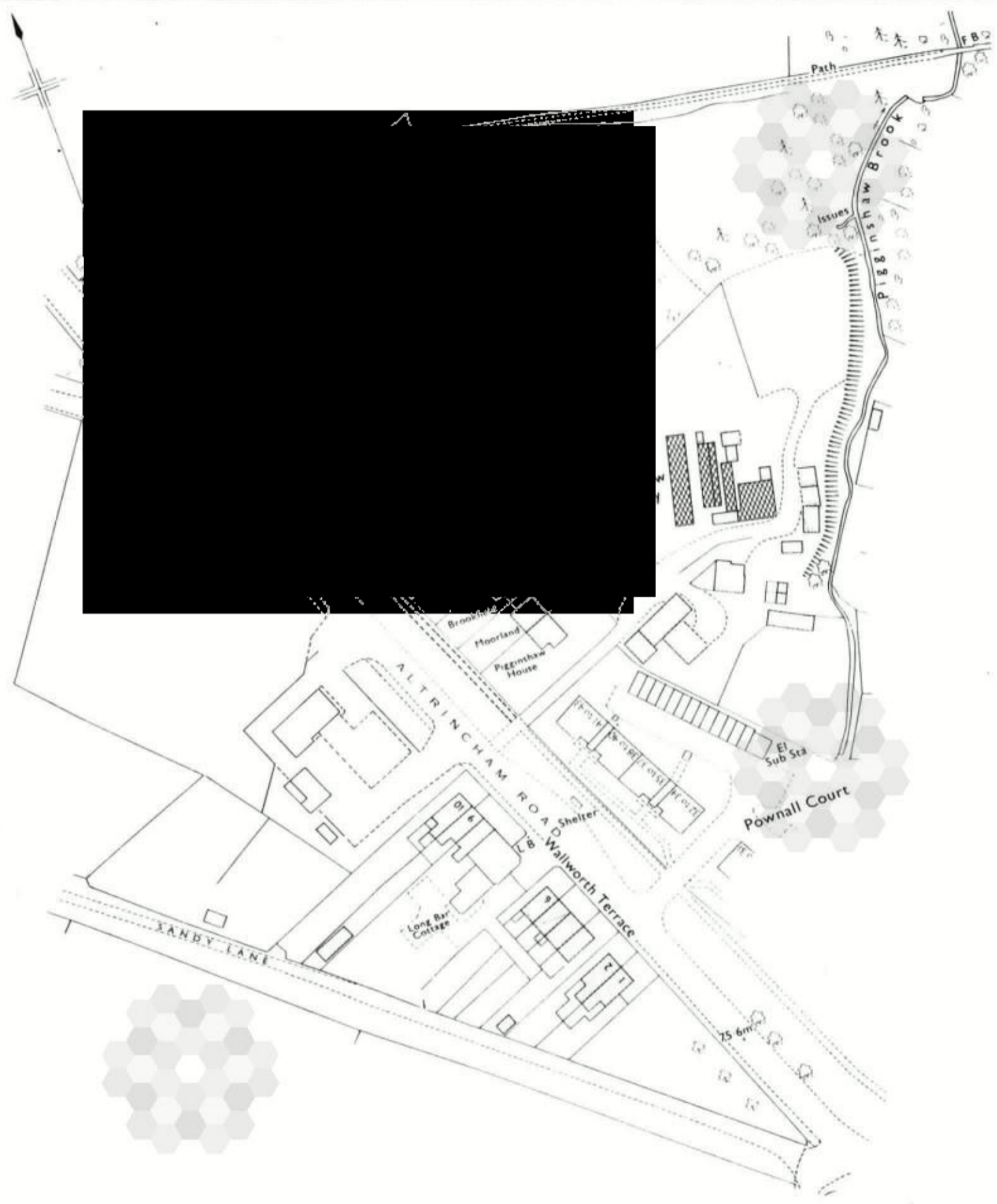
This official copy is issued on 19 February 2008 shows the state of this title plan on 19 February 2008 at 12:37:50. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It 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, Birkenhead (Rosebrae) Office .

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H.M. LAND REGISTRY		[REDACTED]	
ORDNANCE SURVEY PLAN REFERENCE	[REDACTED]	SECTION A	Scale 1/1250
COUNTY CHESHIRE	DISTRICT MACCLESFIELD	© Crown copyright 1988	



Register of Local Land Charges

Certificate of Personal Search

Date of Order: 19/02/2008
Date of Completion: 26/02/2008
Case/Search Number: 31493 / 49622
Reference Number:

LOCAL AUTHORITY
Macclesfield Borough Council
Town Hall Macclesfield
Cheshire
SK10 1DP

PROPERTY MADE SUBJECT TO SEARCH

Altrincham Road
Wilmslow
Cheshire
SK9 5NW

CLIENT DETAILS

DKP Services (CLIENT)
7 Ffordd Gryffydd
Llay, Wrexham
Clwyd LL12 0RT

dkp_services@tiscali.co.uk

DELIVERED BY

PIE Ltd
4/5 Hartley Mews
Hartley Wintney
Hampshire RG27 8JN
01252 844700
01252 845515
searches@pie-x.com
www.pie-x.com

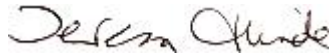
COMPILED BY

Scout Legal
58 Stanhope Road
Bowdon, Altrincham
Cheshire WA14 3JL
0161 9296936
scouthinde@aol.com

SEARCH VALIDATION

It is hereby certified that the search requested above revealed 2 subsisting registrations described in the schedule hereto up to and including the date of this certificate.

Signed:



on behalf of Scout Legal



Local Land Charges Register

LOCAL LAND CHARGES REGISTER SUMMARY

Part One	General Finance Charge	N/A
Part Two	Specific Finance Charge	N/A
Part Three	Planning Charge	Included, please see following page(s)
Part Four	Miscellaneous Charges	N/A
Part Five	Fenland Ways Maintenance Charge	N/A
Part Six	Land Compensation Entries	N/A
Part Seven	New Towns Charges	N/A
Part Eight	Civil Aviation Charges	N/A
Part Nine	Open Cast Coal Charges	N/A
Part Ten	Listed Building Entries	N/A
Part Eleven	Light Obstruction Notices	N/A
Part Twelve	Land Drainage Schemes	N/A

Local Land Charges Register

PART THREE PLANNING CHARGE

Planning Ref: 81535P Approved with Conditions 06.07.95.

Advert Control: Town & Country Planning (Control of Advertisements Regulations 1948)
The County Palatine of Chester (Areas of Special Control) Order 1955.

LA Enq. (2007)

Part I Standard Enquiries

1 PLANNING AND BUILDING REGULATIONS

1.1 Planning & Building Regulation Decisions & Pending Applications

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

- 1.1(a) Planning Permissions See below
46669PB Extensions and alterations. (Lindow Nurseries House) Refused 13.11.86.

Approved Conditionally 06.07.95.
- 1.1(b) A Listed Building Consent Not applicable
- 1.1(c) A Conservation Area Consent Not applicable
- 1.1(d) A Certificate of Lawfulness of existing use or Development See below
There are no recorded entries in the planning register relating to this property
- 1.1(e) A Certificate of Lawfulness of proposed use or Development None revealed
- 1.1(f) Building Regulations Approval See below
03/0016B Living room extension. Building Notice dated 09.01.03.
- 1.1(g) A Building Regulation Completion Certificate See below
Information not available, please refer to Planning & Building Control section 10.2 (c) in the Seller's Property Information Form
- 1.1(h) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? None

How can copies be obtained? See below

In writing from Planning & Building Control, Macclesfield Borough Council, Town Hall, Macclesfield, Cheshire SK10 1DX.

1.2 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 below

Green Belt -Policies: GC1-GC4, GC8-GC13
Area of Special County Value - Policy NE1

2 ROADS

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

- 2(a) Highways maintainable at public expense See below

Altrincham Road is adopted.
Definitive Public Footpath, Wilmslow No.24, abuts side of property.
- 2(b) Subject to adoption and, supported by a bond or bond waiver Not applicable

LA Enq. (2007)

Part I Standard Enquiries

- | | | |
|------|---|----------------|
| 2(c) | To be made up by a local authority who will reclaim the cost from the frontagers; or | Not applicable |
| 2(d) | To be adopted by the local authority without reclaiming the cost from the frontagers? | Not applicable |

3 OTHER MATTERS

3.1 Land required for Public Purpose

- | | | |
|-----|--|----|
| 3.1 | Is the property included in land required for public purposes? | No |
|-----|--|----|

3.2 Land to be acquired for Road Works

- | | | |
|-----|---|----|
| 3.2 | Is the property included in land to be acquired for road works? | No |
|-----|---|----|

3.3 Drainage Agreements and Consents

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

- | | | |
|--------|---|-----------|
| 3.3(a) | An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or | See below |
|--------|---|-----------|

No pre-privatisation agreements revealed at the Local Authority

- | | | |
|--------|---|-----------|
| 3.3(b) | An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? | See below |
|--------|---|-----------|

No pre-privatisation agreements revealed at the Local Authority

- | | | |
|--------|---|-----------|
| 3.3(c) | Please state the name and address of the sewerage undertaker/provider for the area. | See below |
|--------|---|-----------|

United Utilities Water Plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP

- | | | |
|--------|---|-----------|
| 3.3(d) | Please state the name and address of the mains water supplier for the area. | See below |
|--------|---|-----------|

United Utilities Water Plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP

How can copies of relevant documentation be obtained? See below

United Utilities PLC, Dawson House, Great Sankey, Warrington, WA5 3LW

3.4 Nearby Road Schemes

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

- | | | |
|--------|---|---------------|
| 3.4(a) | The centre line of a new trunk road or special road specified in any order, draft order or scheme; | None revealed |
| 3.4(b) | The centre line of a propose alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; | None revealed |
| 3.4(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; | None revealed |

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- | | | |
|--------|---|---------------|
| 3.4(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; | None revealed |
| 3.4(e) | The centre line of the proposed route of a new road under proposals published for public consultation; or | None revealed |
| 3.4(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? | None revealed |

3.5 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 |
|-----|---|----|

3.6 Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in box B) which abut the boundaries of the property -

- | | | |
|--------|---|------|
| 3.6(a) | Permanent stopping up or diversion; | None |
| 3.6(b) | Waiting or loading restrictions; | None |
| 3.6(c) | One way driving; | None |
| 3.6(d) | Prohibition of driving; | None |
| 3.6(e) | Pedestrianisation; | None |
| 3.6(f) | Vehicle width or weight restricting; | None |
| 3.6(g) | Traffic calming works including road humps; | None |
| 3.6(h) | Residents parking controls; | None |
| 3.6(i) | Minor road widening or improvement; | None |
| 3.6(j) | Pedestrian crossings; | None |
| 3.6(k) | Cycle tracks; or | None |
| 3.6(l) | Bridge building? | None |

3.7 Outstanding Notices

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

- | | | |
|--------|-----------------|-----------|
| 3.7(a) | Building works; | See below |
|--------|-----------------|-----------|

None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form

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- | | | |
|--------|---|-----------|
| 3.7(b) | Environment; | See below |
| | None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form | |
| 3.7(c) | Health and safety; | See below |
| | None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form | |
| 3.7(d) | Housing; | See below |
| | None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form | |
| 3.7(e) | Highways; or | See below |
| | None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form | |
| 3.7(f) | Public health? | See below |
| | None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 in the Seller's Property Information Form | |

3.8 Contravention of Building Regulations

- | | | |
|-----|---|-----------|
| 3.8 | Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations | See below |
| | None revealed in available Public Registers. Please also check Notices sections 3.1 & 3.2 and Planning & Building Control section 10.2(b) in the Seller's Property Information Form | |

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following -

- | | | |
|--------|--|------|
| 3.9(a) | An enforcement notice; | None |
| 3.9(b) | A stop notice; | None |
| 3.9(c) | A listed building enforcement notice; | None |
| 3.9(d) | A breach of condition notice; | None |
| 3.9(e) | A planning contravention notice; | None |
| 3.9(f) | Another notice relating to breach of planning control; | None |
| 3.9(g) | A listed buildings repairs notice; | None |
| 3.9(h) | In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; | None |
| 3.9(i) | A building preservation notice; | None |
| 3.9(j) | A direction restricting permitted development; | None |
| 3.9(k) | An order revoking or modifying planning permission; | None |

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- | | | |
|--------|---|------|
| 3.9(l) | An order requiring discontinuance of use or alteration or removal of building or works; | None |
| 3.9(m) | A tree preservation order; or | None |
| 3.9(n) | Proceedings to enforce a planning agreement or planning contributions? | None |

3.10 Conservation Area

Do the following apply in relation to the property -

- | | | |
|---------|--|----|
| 3.10(a) | The making of the area a Conservation Area before 31 August 1974; or | No |
| 3.10(b) | An unimplemented resolution to designate the area a Conservation Area? | No |

3.11 Compulsory Purchases

- | | | |
|------|---|-----------|
| 3.11 | Has any enforceable order or decision been made to compulsorily purchase or acquire the property? | See below |
|------|---|-----------|

None revealed on land charges or planning registers

3.12 Contaminated Land

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

- | | | |
|---------|---|---------------------------------|
| 3.12(a) | A contaminated land notice; | None |
| 3.12(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

A remediation register is currently being compiled by the Local Authority | See below |
| 3.12(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? | Request information from vendor |

3.13 Radon Gas

- | | | |
|------|--|-----------|
| 3.13 | Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency? | See below |
|------|--|-----------|

The property is located within an area where less than 1% of properties in the area are affected

Further information about Radon Gas can be obtained from
<http://www.hpa.org.uk/radiation/radon/>

Private Local Authority Search Report Terms & Conditions

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

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

Important Protection

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

By giving you this information, PiE is confirming that it keeps to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

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

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

Keeping to the Search Code

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

Contact Details

The Property Codes Compliance Board: Please contact:

Telephone: 020 7917 1817
Email: info@propertycodes.org.uk

You can also get more information about the Property Codes Compliance Board from their website at: www.propertycodes.org.uk

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

Search Report Insurance Policy

Policy Holder: Property Information Exchange Limited

Policy Number: 60-009-00014649

1. Definitions

In this policy unless the context otherwise requires:

- 1.1 "Actual Loss" (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
- 1.1.1 in respect of a Buyer:
 - (a) the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect of an Adverse Entry
 - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
 - (c) the amount required to pay any charges or other financial liabilities registered against the Land
 - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
 - 1.1.3 in respect of a Seller: actual financial loss
 - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 "Adverse Entry" means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 "Appropriate Body" means a local authority or other public body providing information to be included in a Search Report.
- 1.4 "Authorised Expenses" means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 "Bordereau" means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy.
- 1.6 "Buyer" means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 "First Title" means First Title Insurance plc.
- 1.8 "HIP" means a Home Information Pack produced by the Policy Issuer in accordance with the Home Information Pack Regulations 2007.
- 1.9 "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
- 1.10 "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.
- 1.11 "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.12 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- 1.13 "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.14 "Policy Issuer" means Property Information Exchange Limited who will not be an insured under this Policy.
- 1.15 "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.
- 1.16 "Search Report" means a report providing the information required by Regulation 9(1) of the Home Information Pack Regulations 2007 obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- 1.17 "Seller" means a person selling the Land.
- 1.18 "Policy Date" means the date on which the Search Report was prepared.

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.

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 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract
- 3.2 environmental contaminants or hazardous waste on or under the Land and/or liability arising by reason of environmental protection legislation, whether or not its existence would have been disclosed in response to question 3.12(a) to (d) in Form CON29
- 3.3 radon gas on or under the Land, whether or not its existence would have been disclosed in response to question 3.13 in Form CON29.

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 05/07

- 5.1.1 by post to Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
- 5.1.2 by fax to First Title Insurance plc on 0208 315 1338
- 5.1.3 by e-mail to legalandclaims@first-title.co.uk

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.

Search Report Insurance Policy

Policy Holder: Property Information Exchange Limited

Policy Number: 60-009-00014649

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

- 11.1 all payments under this policy except for Authorised Expenses;
 11.2 the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the Land or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release; and/or
 11.3 the amount by which an Insured's acts or omissions have increased First Title's liability or reduced First Title's ability to recover amounts from third parties provided always that the interest of any Insured will not be prejudiced by any act or default of another Insured (not being such Insured) which might otherwise invalidate or reduce the indemnity provided by the Policy.

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 05/07 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.

Policy Summary for Personal Search Insurance (PIE Pls & E&W)

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 Policy Date but was not fully disclosed in a search report compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007). See Coverage statement in paragraph 2 of the policy.

4. What does the policy not cover? Among others, the insurance given under the Search Report Insurance Policy does not cover :

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

All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the policy carefully.

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

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

7. Term of the policy. Cover under insurance given under the Search Report Insurance Policy protects only the persons specified in the policy as an "Insured" and does not continue to protect 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/05/07.

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

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

12. Price. The premium for the Search Report Insurance is £3.50 plus IPT

Status Disclosure

Property Information Exchange Limited 4/5 Hartley Mews Hartley Wintney Hampshire RG27 8NX

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? Property Information Exchange Limited is an appointed representative of First Title Insurance plc, which is authorised and regulated by the Financial Services Authority (FSA). First Title Insurance plc's FSA Registration number is 202103. Our permitted business is carrying out and effecting of 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

Demands & Needs Statement and Suitability

In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that you in the Search Report;

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

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

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

Drainage and Water Enquiry

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

The information in this document refers to: -

Property: [REDACTED] **WILMSLOW SK9 5NW**

This document was produced by: -

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

Telephone 0870 7510101

Facsimile 0870 7510102

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

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 443924

This document was ordered by: -

Client D K Property Services

Address

7 Fford Gryffydd, Ilay

Clwyd

LL12 0RT

Client Ref: NO REF

FAO:

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

United Utilities Property Searches Manager, Mark Jarratt, is the person responsible in respect of the following: -

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

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

Received Date 22/02/2008 Response Date 27/02/2008

**Question
Number****Q 1 Interpretation of Drainage and Water Enquiry**

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

Informative Not Applicable

Q 2 Enquiries and Responses

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

The records were searched by Rachael Gibson of United Utilities who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Rachael Gibson of United Utilities who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.

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

Residential Drainage and Water Search Complaint Procedure

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

As a minimum standard United Utilities will:-

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

Received Date 22/02/2008 Response Date 27/02/2008

**Question
Number**

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

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

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

The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

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

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

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

**Question
Number**

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

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

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

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

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

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

**Question
Number**

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

Answer

The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property.

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

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

Answer

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

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

**Question
Number**

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

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

Informative Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
Prior to 2003 United Utilities had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been forwarded on to our offices before this date.

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

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

Informative The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
Assets other than public water mains may be shown on the plan, for information only.
Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
If an extract of the public water main record is enclosed it will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.
The presence of a public water main running within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

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

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

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

**Question
Number**

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

Answer **United Utilities plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; www.unitedutilities.com, is the sewerage undertaker for the area.**

United Utilities plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; www.unitedutilities.com, is the water undertaker for the area.

Informative Not Applicable

Q 13 Is the property connected to mains water supply?

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

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

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

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

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

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

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

Answer **The charges are based on the rateable value of the property of £171 and the charge for the current financial year is £360.11.**

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

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

**Question
Number**

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

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

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

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

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

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

Q 17 Is a surface water drainage charge payable?

Answer **Records confirm that a surface water drainage charge is payable for the property at £49.93 for each financial year.**

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

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

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

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

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

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

**Question
Number**

Q 19 Who bills the property for sewerage services?

Answer The property is billed for sewerage services by United Utilities plc, P.O. Box 453, Warrington, WA55 1SE, Tel: 0845 602 0406, Internet: www.UnitedUtilities.com

Informative Not applicable

Q 20 Who bills the property for water services?

Answer The property is billed for water services by United Utilities plc, P.O. Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.UnitedUtilities.com

Informative This is the company to notify the change of occupant to, on completion of sale.

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

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

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

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

"At Risk" properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Director General of Water Services.

These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.

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

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

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

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

**Question
Number****Q 22** Is the property at risk of receiving low water pressure or flow?**Answer** **Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.****Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.

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

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

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

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

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

Allowable exclusions:

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

Abnormal demand:

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

Planned maintenance:

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

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

One-off incidents:

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

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

Low pressure incidents of short duration:

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

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**Question
Number**

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

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

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

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

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

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

If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12.

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

The data collected by the Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk.

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

**Question
Number**

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

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

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

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

Answer **The nearest Sewage Treatment Works is 0.55 miles (0.88km), East North East of the property. The name of the Sewage Treatment Works is WILMSLOW WWTW, and the owner is United Utilities.**

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

Appendix 1 - General Interpretation

1. (1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

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

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

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

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

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

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-
(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
(b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage;

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

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

"lateral drain" means-

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

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

"maintenance period" means the period so specified in an adoption agreement as a period of time-
(a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
(b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

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

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a Sewerage Undertaker;

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that undertaker-
(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

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

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

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

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a Sewerage Undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

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

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

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

"water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

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

Appendix 2**DRAINAGE AND WATER ENQUIRY (DOMESTIC)****TERMS AND CONDITIONS**

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

Definitions

'The Company' means the water service company or their data service provider producing the Report.

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will

remain with that company in respect of the accuracy of the information supplied. A company that supplies information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties..

3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

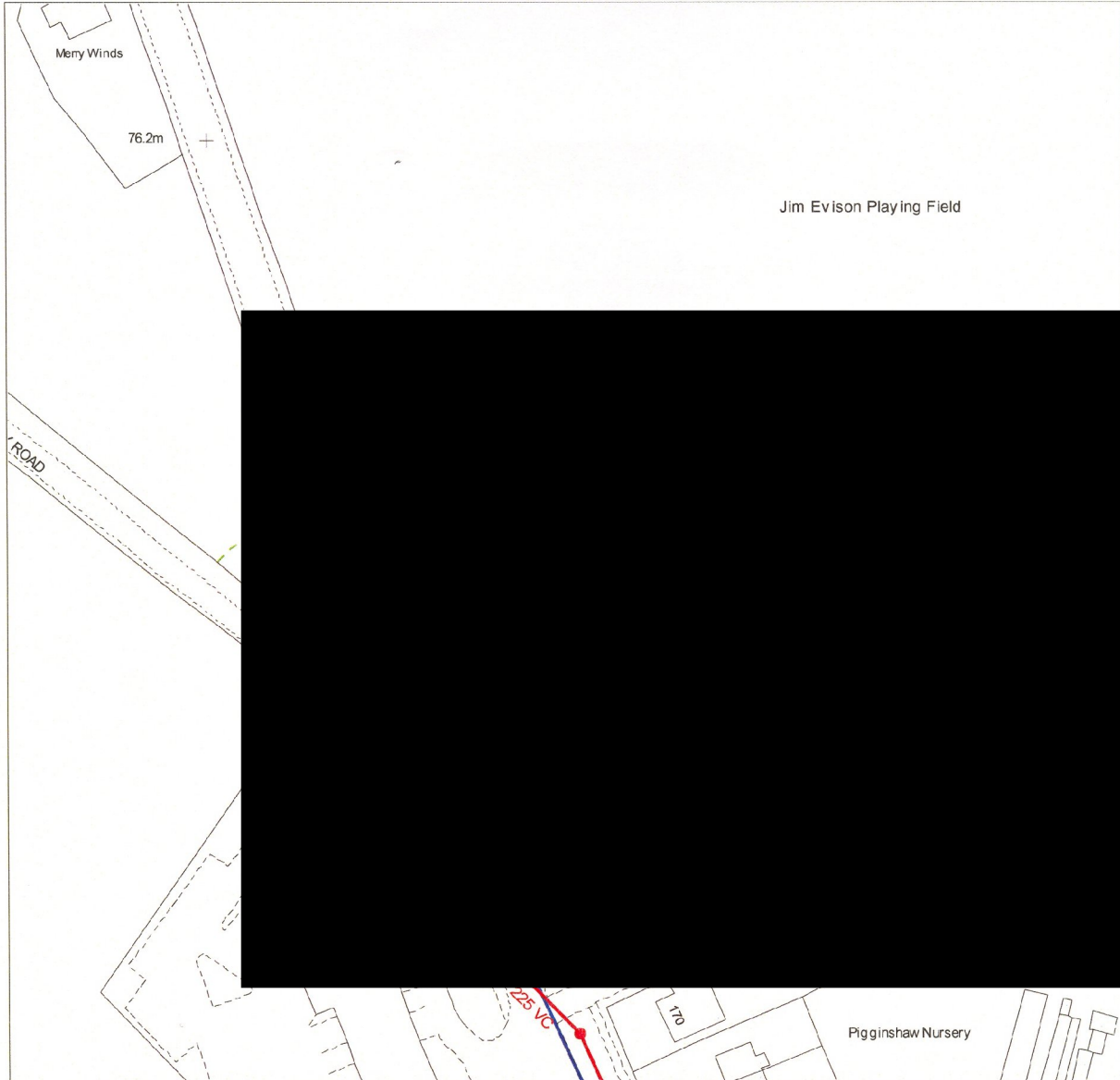
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

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

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

6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations

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



WILMSLOW SK9 5NW

Extract from the Map of Public Sewers



Mapping By Rachael Gibson

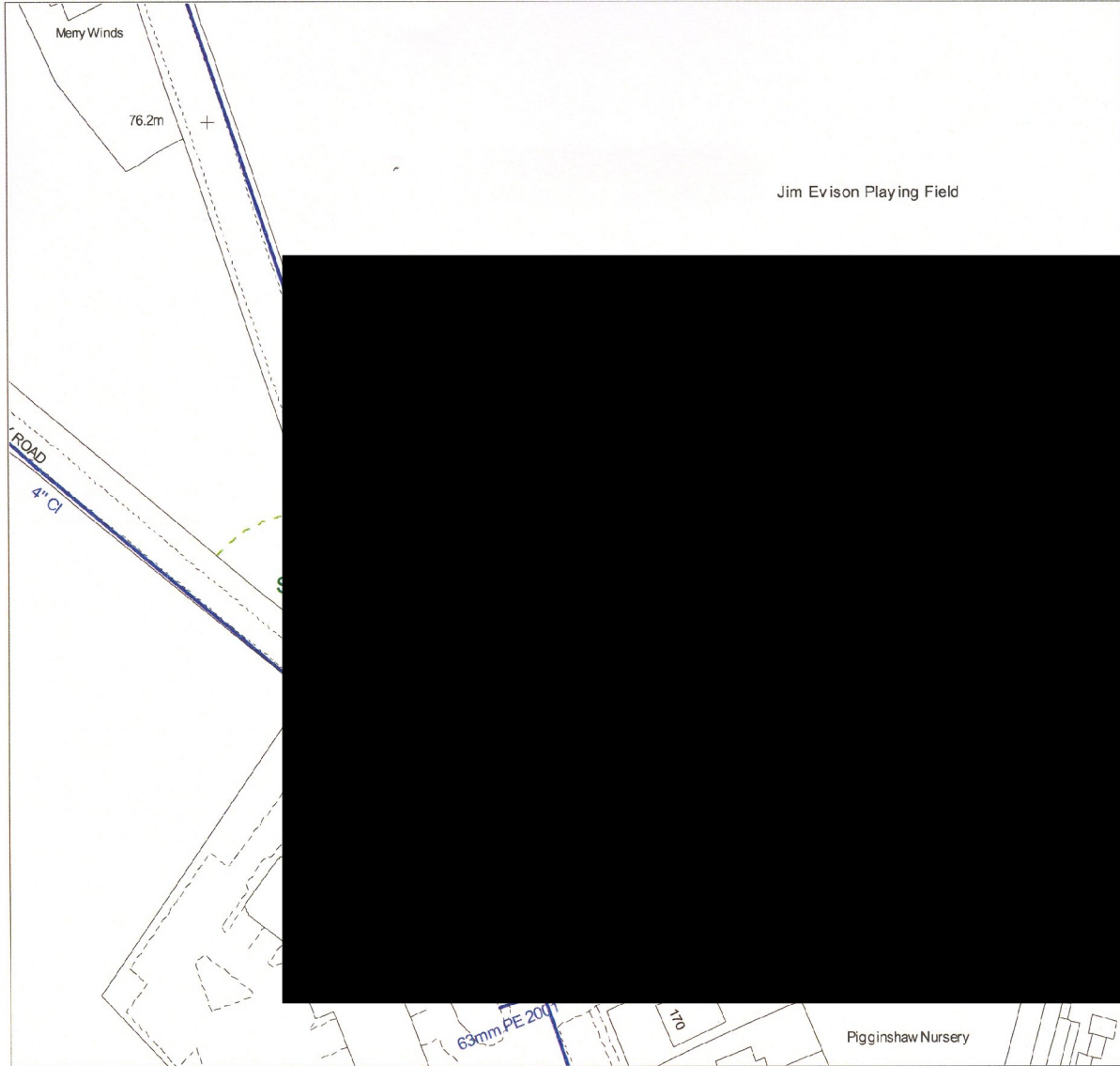
Legend
 Red or Brown - Foul Sewers
 Blue - Surface Water Sewers

	Abandoned Sewer
	Public Sewers
	Mersey Valley Sludge main
	Highway Drain
	Private Sewers
	Pumping Main
	Section 104 Sewers
	District or Parish Boundary
	Development Outline

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

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WILMSLOW SK9 5NW

Extract From the Map of Water Mains



Mapping By Rachael Gibson

Legend

	Distribution Mains
	Trunk Mains
	Non Potable Mains
	Proposed Mains
	Disused Mains (these may still be live)
	District or Parish Boundary
	Development Outline

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

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