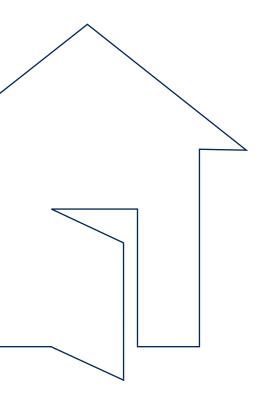


HOME INFORMATION PACK

55 MEADOWCROFT HIGH STREET BUSHEY HERTS WD23 3BY



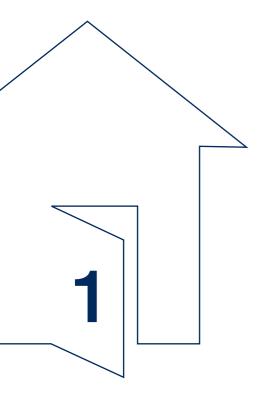




contents

- 1. Index
- 2. Energy Performance Certificate/Home Condition Report
- 3. Sale Statement
- 4. Title Information including Leasehold/Commonhold (as applicable)
- Local Authority and Water and Drainage Enquiries
- 6. Additional Search Reports
- 7. Additional Relevant Information
- 8. Contact Details





Index



Home Information Pack Index

55 MEADOWCROFT		
HIGH STREET		
BUSHEY		
WD23 3BY		

Required Documents

Home Information Pack document	Date of document	(Inc.) - Included (N/I) - Not Included (N/A) – Not Applicable	Further information/details of steps being taken to obtain documents not included
1. Index	02/02/2008	Inc.N/IN/A	
Energy Performance Certificate and Home Condition Report where applicable	28/01/2008	Inc.N/IN/A	
3 Sale Statement	02/02/2008	⊠ Inc. □ N/I □ N/A	
4. Title & Lease Information (as appl	icable)		
4.1 Land Registry individual Register	23/01/2008	Inc.N/IN/A	
4.2 Land Registry title plan	23/01/2008	Inc.N/IN/A	
4.3 Official search of Land Registry index map		☐ Inc. ☐ N/I ☑ N/A	
4.4 Deduction of title documents		☐ Inc. ☐ N/I ☑ N/A	
4.5 The lease or proposed lease if a new property	08/06/1987		
4.6 Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession		☐ Inc. ☐ N/I ☑ N/A	
5. Search Reports			
5.1 Local land charges & local enquiries	29/01/2008	Inc.N/IN/A	
5.2 Optional/ additional local enquiries	29/01/2008	Inc.N/IN/A	
5.3 Water and drainage enquiries	31/01/2008		

Authorised Documents

Home Information Pack document	Date of document	Further Information
Please list any authorised document	s that have been included relevant to	this property below:
1. COPY OF LEASE	08/06/1987	
2. PLAN SHOWING LOCATION OF FOOTPATH	02/02/2008	
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		



Energy Performance Certificate/Home Condition Report



Energy Performance Certificate



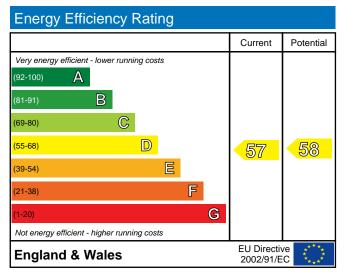
55 Meadowcroft High Street BUSHEY WD23 3BY

Dwelling type: Ground-floor flat
Date of assessment: 28 January 2008
Date of certificate: 28 January 2008

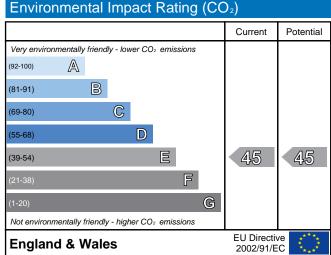
Reference number: 0442-1848-6194-0428-2535

Total floor area: 48 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	552 kWh/m² per year	550 kWh/m² per year	
Carbon dioxide emissions	4.0 tonnes per year	4.0 tonnes per year	
Lighting	£41 per year	£24 per year	
Heating	£343 per year	£348 per year	
Hot water	£94 per year	£94 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: BREC200158
Assessor's name: Simon Coombs
Company name/trading name: Simon Coombs

Address: Top Flat, 78, Bushey Mill Lane,

Watford, Hertfordshire WD24 7QQ

Phone number: 07736808643

Fax number:

E-mail address: simon.coombsdea@yahoo.co.uk

Related party disclosure:

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

55 Meadowcroft High Street Date of certificate: 28 January 2008

BUSHEY Reference number: 0442-1848-6194-0428-2535 WD23 3BY

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 pe Energy Efficiency	erformance Environmental
Walls	System built, as built, insulated (assumed)	Good	Good
Roof	Pitched, insulated (assumed)	Average	Average
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Electric storage heaters	Average	Poor
Main heating controls	Automatic charge control	Average	Average
Secondary heating	Room heaters, electric	-	-
Hot water	Electric immersion, off-peak	Average	Poor
Lighting	Low energy lighting in 29% of fixed outlets	Average	Average
Current energy efficiency rating		D 57	
Current environmental impact (CO ₂) rating			E 45

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 rating Energy efficiency	s after improvement Environmental
1 Low energy lighting for all fixed outlets	£11	D 58	E 45
Total	£11		
Higher cost measures			
None			
	£		
Potential energy efficiency rating		D 58	
Potential environmental impact (CO ₂) rating			E 45

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.

None		
Enhanced energy efficiency rating	D 58	
Enhanced environmental impact (CO ₂) rating		E 45

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 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)

None

About the further measures to achieve even higher standards

None



Sale Statement



Sale Statement

55 MEADOWCROFT HIGH STREET BUSHEY WD23 3BY

	<u> </u>
1. Is the property a flat or a house?	 ⊠ Flat (incl. maisonette) or □ House (incl. bungalow)
2. If it is a flat, what type of building is it in?	 ✓ Purpose built block ☐ Converted house or ☐ Conversion of commercial premises
3. The property is (or will be):	☐ Freehold ☐ Commonhold ☐ Leasehold starting (or likely to start) from 28/02/1987 and with 978 years left on the lease
4. The title to the interest in the property being sold is:	☐ Registered at Land Registry☐ Unregistered
5a. Who is selling the property?	Name of Seller(s) DOUGLAS FAIRBANK LILLY FAIRBANK
5b. Capacity in which they are selling :	 ☑ The owner or owners ☐ A representative with the necessary authority to sell the property for an owner who has died ☐ A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) ☐ Other (please give details):
5. The property is being sold:	 ☑ With vacant possession ☐ Subject to occupation where one or more properties in a subdivided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)

Date: 02/02/2008



Title Information including Leasehold/ Commonhold (as applicable)



The electronic official copy of the register follows this message.

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









Official copy of register of title

Title number HD227225

Edition date 13.03.2006

- This official copy shows the entries on the register of title on 23 Jan 2008 at 10:11:45.
- 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 23 Jan 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 Stevenage Office.

A: Property Register

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

HERTFORDSHIRE : HERTSMERE

(24.07.1987) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 55 Meadowcroft, High Street, Bushey.

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

Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

: 8 June 1987 Date

: 999 years from 28 February 1986 Term

: As therein mentioned Rent

: (1) Kenneth Rice & Sons Limited (2) Mollie Hesketh Potter

- 3 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- Lessor's title registered under HD192597.
- Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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 (26.04.1995) PROPRIETOR: OLIVER FAIRBANK and LILY JESSIE FAIRBANK of 55 Meadowcroft, High Street, Bushey, Herts.
- 2 (26.04.1995) The covenants implied under section 24(1)(a) of the Land Registration Act 1925 in the Transfer to the proprietor are modified.

C: Charges Register

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

- A Transfer of the freehold estate in the land in this title and other land dated 28 March 1985 made between (1) Hertsmere Borough Council (Council) and (2) Kenneth Rice & Sons Limited (Rice) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Transfer dated 28 March 1985 referred to above:-

"EXCEPT AND RESERVED unto the Council and its successors in title and all others from time to time authorised by it or them

(i) the right to the free and uninterrupted passage and running of water soil gas electricity telephone and other services to and from the drains sewers pipes wires and cables now laid or hereafter during the Perpetuity Period to be laid in or under the Property and to make connections therewith together with all requisite rights and powers of entry onto the Property upon giving reasonable notice (except in case of emergency when no notice shall be required) for the purpose of making connection with such drains sewers pipes wires and cables respectively and for the purpose of maintaining and repairing the same nevertheless making good forthwith and compensating Rice for any damage to the land occasioned by such entry or by the exercise of such rights

AND SUBJECT ALSO to the existing rights to the use the drains sewers pipes wires and cables now laid under the Property."

NOTE: The perpetuity period is eighty years from 28 March 1985.

Schedule of restrictive covenants

The following are details of the covenants contained in the Transfer dated 28 March 1985 referred to in the Charges Register:-

"RICE for itself and its successors in title and so as to bind the Property and each and every part thereof into whosesoever hands the same may come to whatever use and in whatever state the same may be or become HEREBY COVENANTS with the Council and its successors in title and assigns to each and every part of the Retained Land and for the benefit of the Retained Land and each and every part thereof:

(ii) at all times as contained in Part II of the Schedule hereto

THE SCHEDULE

PART II

Covenants on the part of Rice

1. Not to do or permit or suffer to be done or permitted in or upon the

Title number HD227225

Schedule of restrictive covenants continued

Property anything which may be or become a nuisance annoyance or cause damage or inconvenience to the Retained Land or any adjoining or neighbouring land or any part thereof

- 6. (a) Not to sell or transfer the ownership of the Property or any part thereof without
- (i) the consent of the Council (such consent not to be unreasonably withheld)
- (b) Not to let any of the Residential flats unless Notice of Vacancy has been duly served or except by way of an approved Lease
- (c) In the case of each Residential Flat upon either
- (i) completion of the construction thereof or
- (ii) a Residential Flat becoming vacant and/or not subject to any Approved Lease

Rice shall give Notice of Vacancy to the Council as soon as reasonably possible

- (d) If the Council shall
- (i) in the case of a first letting of a Residential Flat within two weeks and (ii) in any other case within two months

from the receipt of Notice of Vacancy confirm to Rice that the Council wishes to nominate a Council's Nominee for such Residential Flat and Rice shall approve such Council's Nominee (such approval not to be unreasonably withheld) then Rice shall grant an Approved Lease of such Residential Flat to such Council's Nominee PROVIDED THAT the said nominee shall be a person suitable for grouped retirement housing and fit enough to live independently and is mentally alert."

End of register



These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 23 January 2008 shows the state of this title plan on 23 January 2008 at 10:11:45. 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.

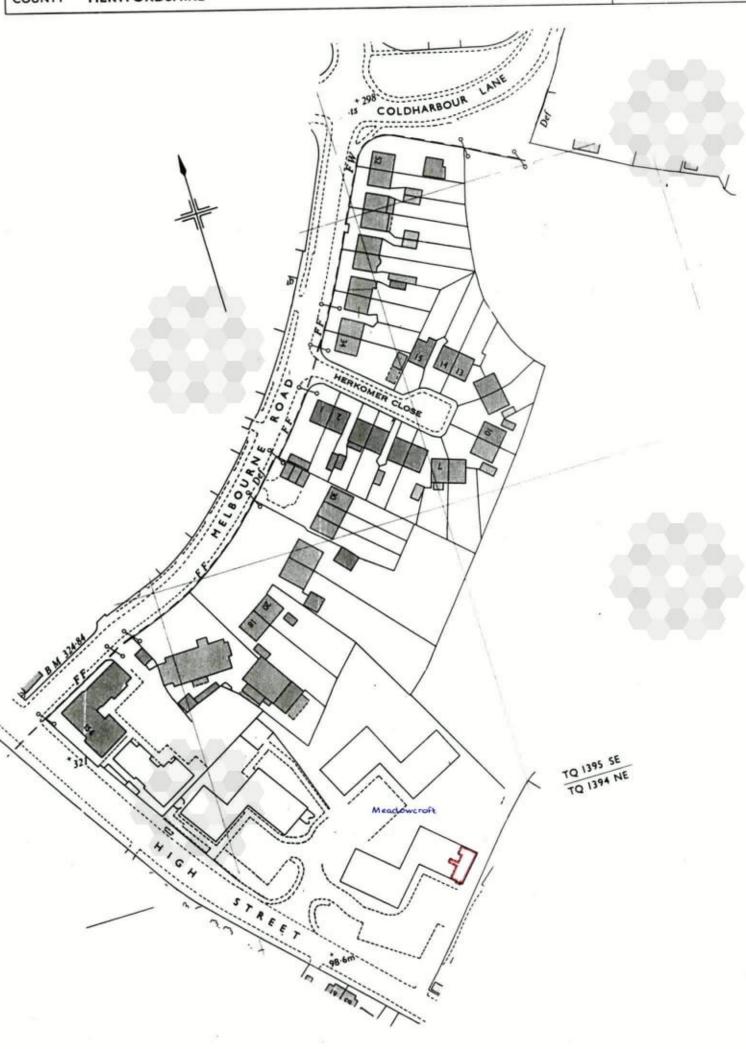
This title is dealt with by the Land Registry, Stevenage Office.

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H.M. LAND REGISTRY			HD227225		
		HD 2			
ORDNANCE SURVEY PLAN REFERENCE	TQ 1395	SECTION	т	Scale 1/1250	
COUNTY HERTFORDSHIRE	DISTRICT	HERTSMERE		Crown copyright 1986	







Local Authority and Water and Drainage Enquiries





ENQUIRIES OF LOCAL AUTHORITY



Search prepared for: SEDGWICK KELLY LLP 4507 WATFORD 1

Search Number: 2257137 Your Reference: AJC/FAIRBANK

Property:

55 MEADOWCROFT, HIGH STREET BUSHEY WD23 3BY

UPRN: NOT AVAILABLE

Other roadways, footpaths and footways:

NONE

Plan attached Yes

Optional enquiries to be answered Yes

Additional enquiries are to be attached on a

separate sheet

No

Search prepared by and any enquiries to: The Property Search Group

MARASH HOUSE 2, BROOK STREET TRING. DX 80759 TRING HP23 5ED

Tel: 01442 890877 Fax: 01442 890717

Optional Enquiries:

- 4. Road proposals by private bodies
- 5. Public path and byways
- 6. Advertisements
- 7. Completion notices
- 8. Parks and countryside
- 9. Pipelines
- 10. Houses in multiple occupation
- Noise abatement
- 12. Urban development areas
- 13. Enterprise zones
- 14. Inner urban improvement areas
- 15. Simplified planning zones
- 16. Land maintenance notices
- 17. Mineral consultation areas
- 18. Hazardous substance consents
- 19. Environmental and pollution notices
- 20. Food safety notices
- 21. Hedgerow notices
- 22. Common land, town and village greens

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

Name of vendor:

Name of estate agent:

Name of HIP Provider:

Name of solicitor/conveyancer:

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

On behalf of The Property Search Group

Signed:

Z-)-

Date: 29/01/2008

Information obtained at HERTSMERE BOROUGH COUNCIL and other sources. For further information contact The Property Search Group.

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

55 MEADOWCROFT, HIGH STREET BUSHEY WD23 3BY

LOCAL LAND CHARGE REGISTER ENTRIES:

- TREE PRESERVATION ORDER NUMBER 89/1985 REGISTERED 27/03/1985
- TOWN & COUNTRY PLANNING ACT 1971 SECTION 52 AN AGREEMENT BETWEEN PARTIES REGISTERED 24/04/1985

PLANNING REGISTER ENTRIES SINCE: 01/08/1977

- 9174/1 ERECTION OF 55 FLATS FOR THE ELDERLY, 2 WARDENS FLATS, ACCESS ROADS AND CAR PARKING PG/C 18/10/1984
- 2. 9174/4 ELECTRICITY SUB-STATION PG/C 08/08/1985
- 3. 9174/5 TEMPORARY SIGN BOARDS NO FURTHER DETAILS
- 07/1440 ERECTION OF CONTROL KIOSK, VENT COLUMN AND ASSOCIATED WORKS IN ASSOCIATION WITH A BELOW GROUND PUMPING STATION AS PART OF THE BUSHEY FLOOD ALLEVIATION SCHEME PG/C 14/08/2007

BUILDING REGULATION APPLICATIONS:

1. PLEASE REFER TO FOOTNOTE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

THE HIGHWAYS AUTHORITY COVERING THIS PROPERTY IS HERTFORDSHIRE COUNTY COUNCIL. FURTHER INFORMATION REGARDING THE STATUS OF THE ROADS MAY BE AVAILABLE FROM HERTFORDSHIRE COUNTY COUNCIL, HIGHWAYS DEPARTMENT FOR A FEE OF £35.00.

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

PART I - STANDARD ENQUIRIES (APPLICABLE IN EVERY CASE)

1. PLANNING AND BUILDING REGULATIONS

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

How can copies of the decisions be obtained?

INFORMATIVE:

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

1.2 Planning Designations & Proposals.

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

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

2. ROADS

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

(a) highways maintainable at public expense:

(b) subject to adoption and supported by a bond or bond waiver;

(c) to be made up by a Local Authority who will reclaim the cost from

SEE PAGE 2

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

1.1 (f) - (h) PLEASE REFER TO FOOTNOTE

PLEASE CONTACT YOUR LOCAL PSG OFFICE

INFORMATIVE:

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

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

WATLING CHASE COMMUNITY FOREST AREA EXCLUDED FROM URBAN OPEN LAND

AREAS MAIN DISTRIBUTOR ROAD

MEADOWCROFT (END OF MAIN SECTION - PART SIDE OF BLOCK 38/57) - YES - 4F922/10 MEADOWCROFT (SIDE OF BLOCK 1/17 AND PARALLEL WITH HIGH STREET) - YES - 4F922/20 MEADOWCROFT (HIGH STREET TO END - BLOCK 18/37) - YES - 4U922/10 MEADOWCROFT (SPUR PAST BLOCK 38/57) - YES -4U922/20 MEADOWCROFT (SPUR PAST BLOCK 1/17) - YES -

4U922/30

MEADOWCROFT (NORTH WEST OFF MAIN SECTION TOWARDS PEARL HOUSE) - PRIVATE - 4F922/30

NONE

NONE

the frontagers; or NONE (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers? If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property. 3. OTHER MATTERS From records inspected, do any of the following matters apply to the property? 3.1 Land required for Public Purposes Is the property included in land required for public purposes? NO 3.2 Land to be acquired for Road Works Is the property included in land to be acquired for roadworks? NO 3.3 Drainage Agreements and Consents Do either of the following exist in relation to the property: (a) an agreement to drain buildings in combination into an existing NO sewer by means of a private sewer; or (b) an agreement or consent for (i) a building; or (ii) extension to a NO building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report. 3.4 Nearby Road Schemes Is the property (or will it be) within 200 metres of any of the following: (a) the centre line of a new trunk road or special road specified in any NO order, draft order or scheme; (b) the centre line of a proposed alteration or improvement to an NO existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; NO (c) the outer limits of construction works of a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes; (d) the outer limits of: (i) construction for a new road to be built by a NO local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes; (e) the centre line of the proposed route of a new road under proposals NO published for public consultation; or (f) the outer limits of: (i) construction for a proposed alteration or NO improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-round about); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

Note: A mini-roundabout is a roundabout having a one-

way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches

3.5 Nearby Railway Schemes

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

3.6 Traffic Schemes

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

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

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

3.7 Outstanding Notices

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

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

3.8 Contravention of Building Regulations

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

3.9 Notices, Orders, Directions and Proceedings under Planning

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

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

NONE

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

NONE REGISTERED

NONE REGISTERED NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

(g) a listed building repairs notice;

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

(i) a building preservation notice;

(j) a direction restricting permitted development;

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

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

(m) a tree preservation order; or

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

3.10 Conservation Area

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

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

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

3.11 Compulsory Purchase

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

3.12 Contaminated Land

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

(a) a contaminated land notice:

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

(i) a decision to make an entry;

(ii) or an entry: or

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

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

3.13 Radon Gas

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

Please Note: It is possible that the radon answer may differ from that shown in an environmental report. This is because PSG is using recently updated information from the HPA which has not yet been incorporated into all environmental report providers' datasets.

INFORMATIVE:

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

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of

NOT APPLICABLE NOT APPLICABLE

NONE REGISTERED NONE REGISTERED NONE REGISTERED NONE REGISTERED

SEE PAGE 2 NONE REGISTERED

3.10 (a) - (b) NO

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED NONE REGISTERED NONE REGISTERED

NO

properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) website (www.hpa.org.uk/radiation/radon/index.htm). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

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

5.1 Public Paths or Byways

Is any footpath path, bridleway,restricted byway or byway open to all traffic which abuts on, or crosses the property shown in a definitive map or revised definitive map prepared under part IV of the National Parks and Access to the Countryside Act 1949 or Part III of the Wildlife and Countryside Act 1981? If so, please mark its approximate route on the attached plan.

PUBLIC FOOTPATH NO. 26 IS SHOWN IN PINK ON PLAN INCLUDED IN ADDITIONAL INFORMATION

The definitive map does not show every public footpath or byway.

FOOTNOTE:

Access to certain information is not freely available when conducting the Personal Search. The result of this is the introduction by PSG of unique individual indemnity insurance (at no additional cost) covering these questions up to the property value. Please note that commercial properties are limited to a maximum £500,000 per claim. Copies of the policy are available on request from your local PSG office.

Any mapping products utilised by PSG are derived from a third party supplier without warranty and PSG cannot warrant that the data supplied by the third party is comprehensive or accurate.

SEARCH CODE:

Important Protection

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

By giving you this information, PSG is confirming that they operate to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

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

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

Keeping to the Search Code

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

IMPORTANT INFORMATION

Contact Details

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report.

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

Foul Drainage

Based on the Water Service Company records inspected, are foul sewers available in the vicinity of the property?

Surface Water Drainage

Based on the Water Service Company records inspected, are surface water sewers available in the vicinity of the property?

The connection to the public sewer may be by private sewer. Site inspections are not undertaken to establish whether the property is connected. The vendor should have this information.

Adoption Agreement

Based on the Water Service Company's Records, is any sewer serving, or which is proposed to serve, the property the subject of an agreement under s.104 of the Water Industry Act 1991 for the sewer to become vested in the sewerage undertaker?

If so, is such an agreement supported by a bond or other financial security?

Sewerage Undertaker

Please state the name and address of the sewerage undertaker?

INFORMATION NOT AVAILABLE

INFORMATION NOT AVAILABLE

INFORMATION NOT AVAILABLE

NOT APPLICABLE

THAMES WATER BLAKE HOUSE, MANOR FARM ROAD READING RG2 0JN

The above statements have been interpreted from THAMES WATER records. However, PSG does not warrant the accuracy or reliability of such third party records.

For further information a full CON29 DW Report can be ordered and supplied by your local PSG office please call 01442 890877

CON29DW Drainage & Water Search



PSG Watford Marash House, 2 Brook Street Tring Hertfordshire HP23 5ED

Search address supplied 55

Meadowcroft High Street Bushey Hertfordshire

WD233BY

Your reference AJC/FAIRBANK

Our reference DWS/DWS Standard/2008_1002098

Received date 23 January 2008 Search date 31 January 2008

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

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

Thames Water Utilities Ltd

Property Insight PO Box 3189 Slough SL1 4WW

DX 151280 Slough 13

T 0118 925 1504 F 0118 923 6655/57

E searches@thameswater.co.uk www.twpropertyinsight.co.uk

Registered in England and Wales



CON29DW Drainage & Water Search



Search address supplied: 55, Meadowcroft, High Street, Bushey, Hertfordshire, WD233BY

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

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

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

TWUL's, Property Insight General Manager, Jason McKinley, 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;
- (iii) and any negligent or incorrect recording of that interpretation in the search report
- (iv) compensation payments

Please refer to the attached Terms & Conditions.

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CON29DW Drainage & Water Search



Q1 - Interpretation of CON29DW Drainage and Water Search

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

Q2 - Enquiries and Response

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

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

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

For your guidance:

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

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CON29DW Drainage & Water Search



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

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

For your guidance:

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

Q4 - Does foul water from the property drain to a public sewer?

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

Q12 - Who are the sewerage and water undertakers for the area?

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

Q13 – Is the property connected to mains water supply?

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

For your guidance:

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

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

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

For your guidance:

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

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

The charges are based on actual volumes of water measured through a water meter ("metered supply").

For your guidance:

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

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

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

For your guidance:

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

Q17 - Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £18.00 for each financial year.

For your guidance:

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

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

Records indicate that the property is served by a water meter, which is not within the dwelling-house which is or forms part of the property, and in particular is located at:I of dr in manifold

For your guidance:

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

Q19 - Who bills the property for sewerage services?

The property is billed for sewerage services by;

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

Tel: 0845 782 3333 Fax: 0170 727 7333

www.3valleys.co.uk.

Q20 - Who bills the property for water services?

The property is billed for water services by;

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

Tel: 0845 782 3333 Fax: 0170 727 7333 Web: www.3valleys.co.uk Thames Water Utilities Ltd

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

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

For your guidance:

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

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

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

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For your guidance:

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

Thames Water Utilities Ltd

Property Insight PO Box 3189 Slough SL1 4WW

DX 151280 Slough 13

T 0118 925 1504 F 0118 923 6655/57 E searches@thameswater.co.uk I www.twpropertyinsight.co.uk

CON29DW Drainage & Water Search



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

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

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

For your guidance:

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

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

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

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

For your guidance:

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

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CON29DW Drainage & Water Search



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

The nearest sewage treatment works is 5.013 kilometeres to the north of the property. The name of the nearest sewage treatment works is Blackbirds Lane.

For your guidance:

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

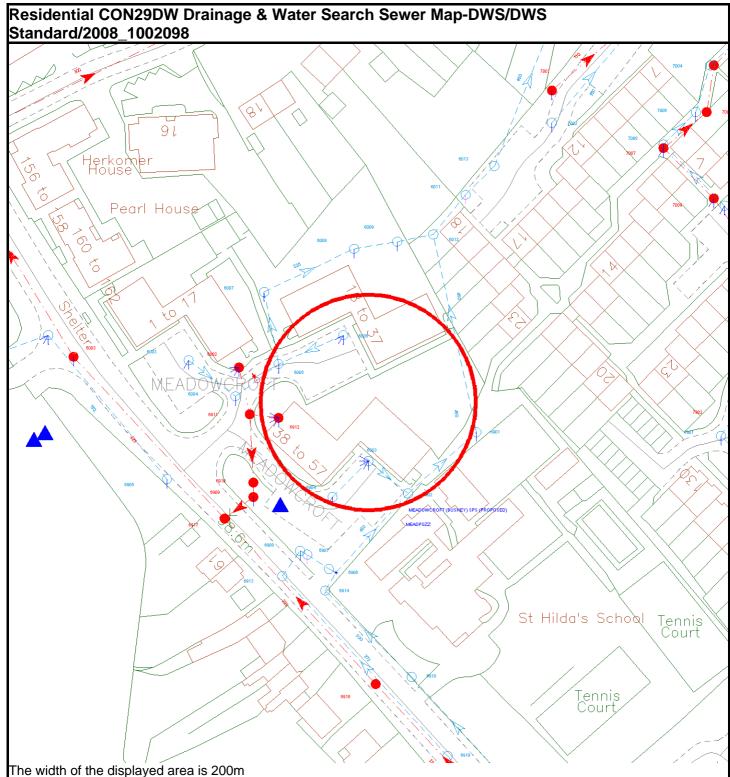
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The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted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

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Residential Drainage & Water Search Sewer Key

Public Sewer Pipes (Operated & Maintained by Thames Water)

Foul Sewer: A sewer designed to convey waste water from domestic and industrial sources to a treatment works.



Surface Water Sewer: A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers, watercourses or a treatment works.



Combined Sewer: A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.



Trunk Sewer: A strategic sewer which collects either foul or surface water flow from a number of subsidiary catchments and transfers this flow to a pumping station, river outfall or treatment works.



Storm Overflow Sewer: A sewer designed to convey excess rainfall to rivers or watercourses so that the flow does not exceed the capacity of normal sewers (which could cause flooding).



Biosolids: A sewer designed to convey sludge from one treatment works to another.



Vent Pipe: A section of sewer pipe connected between the top of a sewer and vent column, used to prevent the accumulation of gas in a sewer and thus allowing the system to operate properly.



Rising Main: A pipe carrying pumped flow under pressure from a low point to a high point on the sewerage network. Line style / colour and direction of fleck indicate sewer purpose and direction of flow within the pipe.



Trade Effluent: Waste water from trade source (e.g. a chemical company) released into sewers under licence controlling the level and strength of the discharge. This is necessary as many types of industrial waste need special treatment and would interfere with the normal domestic treatment process



Vacuum: A foul sewer designed to remove foul sewerage under pressure (vacuum sewers cannot accept direct new connections).



Proposed Foul Sewer

Proposed Surface Water Sewer

Notes:

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

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



Foul Sewer: Any foul sewer that is not owned by Thames Water.



Surface Water Sewer: Any surface water sewer that is not owned by Thames Water.

Combined Sewer: Any combined sewer that is not owned by Thames Water.



Highway Drain: A sewer designed to convey surface water from large roads, motorways, etc.

to watercourses or to public surface water sewers. These sewers are generally maintained by the relevant highway authority.



Status unknown: The ownership or purpose of the pipe is unknown.



Culverted Watercourse: A watercourse running through a culvert or pipe which is the responsibility of the property owner or the Environment Agency.



Abandoned Sewer: A disused sewer. Usually filled with cement mixture or removed from the ground

Other Symbols



Demarcation Chamber: Indicates the boundary between the Thames Water length of lateral and the private lateral. They are generally of plastic construction.



Undefined Ends: These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.



Public/Private Pumping Station: Foul or Surface water pumping station.



Soakaways: Soakaways are designed to allow surface water to drain naturally into the ground.

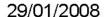
- 5) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 6) -9999.00 or 0 on a manhole level indicates that data is unavailable.
- 7) The text appearing alongside a sewer line indicates the internal diameter of the pipe in milimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. When cover and invert levels appear on a plan they are clearly prefixed by 'CL' and 'IL'. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0118 925 1504.

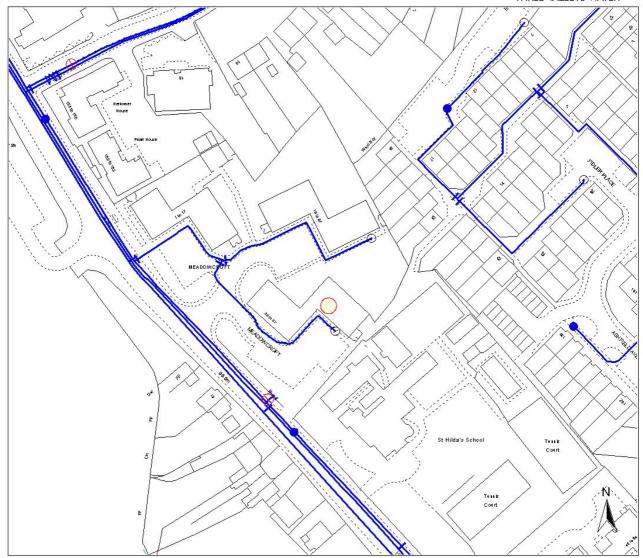
Reference No: 2008 1002098

55 MEADOWCROFT HIGH STREET BUSHEY HERTS WD233BY



THREE VALLEYS WATER





This map is centred upon Ordnance Survey map tile TQ1394NE

1:1250



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

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

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

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

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

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

Definitions

The Company' means Thames Water who produces the Report. 'Order' means any request completed by the Customer requesting the Report.

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

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

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

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

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

<u>Agreement</u>

- 1.1 The Company agrees to supply the Report to the Customer and the Client subject to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. Where the Customer is acting as an agent for the Client then the Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser.
- 1.2 The Customer the Client and the Purchaser agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchaser indicates their acceptance of these terms.

The Report

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

Liability

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

- 3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.
- 3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence.

Copyright and Confidentiality

- 4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided
- 4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data
- 4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 4.5 The Customer the Client and the Purchaser agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

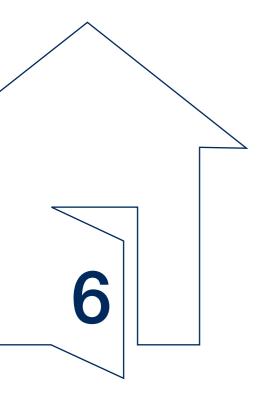
<u>Payment</u>

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

General

- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 5.4 These terms and conditions may be enforced by the Customer the Client and the Purchaser

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



Additional Search Reports





Additional Relevant Information



STANDARD FORM OF LEASE

Land Registry Title Number:

Date of Lease:

(8PI sout 1987

Lessor:

KENNETH RICE & SONS LIMITED of Old School House Bridge Road Hunton Bridge Kings Langley Hertfordshire

Lessee:

MOLLIE HESKETH POTTER of 37 Bushey Hall Rod Bushey

Hertfordshire

Estate:

MEADOWCROFT HIGH STREET BUSHEY (in which Guardian's interest is that of a contracting purchaser of the freehold)

Purchase Price:

Seventy-three thousand pounds

730

Dwelling:

Flat 55 Meadowcroft

The Term:

999 years from the 28th February

1986

Initial Service Charge:

£488 per annum

Initial Period:

The period ending on the Service Charge Year End next following

the date hereof

The Service Charge Proportion:

1.808%

The Service Charge Year End: 31st May in each year

the Sinking Fund Proportion: 1/2% of purchase price p.a.

THIS LEASE made on the date stated in the

Particulars BETWEEN THE LESSOR (which expression includes its successors in title and assigns) of the one part and THE LESSEE (which expression includes where the context so admits the successors in title and assigns of the Lessee

the other part

W I T N E S S E T H as follows:

1. Definitions

PRODUCED

12. JUN. 1987

FINANCE ACT 1931

1.1 "the Estate" includes the gardens and grounds thereof and all buildings erected thereon

- 1.2 Where the Lessee consists of two persons all covenants shall be construed as joint and several and where context admits "the Lessee" shall include the survivor of spersons
- Limited incorporated with charitable status under the Industrial and Provident Societies Act 1965 and a registered Housing Association under Part II of the Housing Act 1974 and whose registered office is at Oxenford House 13/15Magdalen Street Oxford OX1 3BP to whom the Lessor has contracted to transfer the Estate following completion of the development of the Estate and the grant of leases of all the dwellings in the Estate (except the resident caretaker's dwelling)
- 1.4 "the Particulars" mean the particulars on the preceding page headed Standard Form of Lease and the expressions defined in the Particulars bear the same meaning in this Lease
 - 1.5 "The current service charge" means the service

charge payable under the provisions of clauses 3.1 and 3.2 hereof

1.6 "the deferred service charge" means the service charge payable under the provisions of clauses 3.4 and 3.5 hereof

2. The Lease of the Dwelling

In consideration of the Purchase Price paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and the Lessee's covenants herein contained the Lessor as beneficial owner HEREBY DEMISES to the Lessee ALL THAT the Dwelling which for the purpose of identification only is shown edged red on the plan attached hereto TOGETHER WITH the rights set out in the First Schedule EXCEPTED AND RESERVED as set out in the Second Schedule TO HOLD the same from the date hereof for the term YIELDING AND PAYING therefor by way of rent firstly the current service charge in accordance with the provisions of clauses 3.1 and 3.2 hereof and secondly the deferred service charge in accordance with clauses 3.4 and 3.5 hereof

3. Service Charge

- 3.1 The Lessee covenants to pay to the Lessor the current service charge as a contribution towards the costs and expenses of running the Estate and the maintenance thereof and the other matters more particularly specified in Part I of the Third Schedule
- 3.2 The current service charge shall be paid monthly on the Fifteenth day of each month as follows:-
 - (a) From the date of commencement hereof the

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Initial Service Charge until the end of the Initial Period

- From the end of the Initial Period and from each succeeding anniversary thereof the Service Charge Proportion of the Lessor's estimate of the costs and expenses of providing the said services during the year to which the current service charge relates Such estimate shall be based on the actual costs and expenses of providing the said services for the previous year ended on the Service Charge Year End (with due allowance being made for any excess or shortfall in service charge actually paid in the previous year) together with provision for any expected increase or decrease of costs for the succeeding year The Lessor shall so far as practicable endeavour to equalise the amount from year to year of the service charge by charging against the costs and expenses in each year of providing the services and carrying out its obligation such sums as it considers reasonable by way of provision for future expenses and liabilities and shall carry such amount in a property repairs reserve fund for expending in subsequent years
- 3.3 The Lessor will supply to the Lessee a copy of audited accounts showing the computation of the current service charge payable or paid for the year to which such computation relates
- 3.4 The Lessee hereby further covenants with the Lessor to pay to the Lessor the deferred service charge to provide a sinking fund for depreciation and the costs and anticipated costs of renewal and replacement of the lift (if any) and plant within the Estate and of upgrading and improving

the estate and other future or contingent capital expenditure so far as not included within the current service charge and as more particularly specified in Part II of the Third Schedule

- 3.5.1 The deferred service charge shall (subject to clause 3.5.4) be paid immediately prior to completion of every assignment or disposition (except a devolution on death) of the whole of the Dwelling permitted under clause 4.6 and upon the expiry or sooner determination of the Term
- 3.5.2 The amount of each payment of the deferred service charge (on the occasion of an assignment by the original Lessee or (if the original Lessee is more than one person) by the survivor of them or his personal representatives) shall be the Sinking Fund Proportion of the Purchase Price for each year (apportioned on the basis of complete months) that shall on that occasion have elapsed since the date of this Lease (or if earlier the original Lessee's occupation of the Dwelling) and shall (subject to clause 3.5.3) on all other occasions be the Sinking Fund Proportion of the amount paid by the Lessee on his acquisition of the Dwelling for each year (apportioned on the basis of complete months) that shall on each such occasion have elapsed since the date of his acquisition of the Dwelling the case of an assignment by the personal representatives of a deceased Lessee references to the acquisition of the Dwelling means the acquisition of the Dwelling by the deceased Lessee whose personal representative they are
- 3.5.3 If the amount paid by any Lessee (except the original Lessee) on his acquisition of the Dwelling is less than the then open market value thereof or if the assignment

or disposition to him is not by way of sale the deferred service charge shall be calculated by reference to such open market value and if such open market value is not agreed between the Lessor and the Lessee it shall be determined by an independent valuer acting as an expert and not as an arbitrator agreed upon between the Lessor and the Lessee or in default of agreement appointed on the application of either party by the President of the Royal Institution of Chartered Surveyors

- 3.5.4 On the assignment or disposition of the Dwelling by the Lessee (who is in this clause 3.5.4 referred to as "the assignor") or the personal representatives of the assignor to his spouse no payment of the deferred service charge shall then be made but on the next following assignment (or on the sooner expiry or determination of the Term) the deferred service charge shall be calculated by reference to the period since the acquisition of the Dwelling by the assignor or (if that acquisition was by virtue of the grant of this Lease) since his earlier occupation of the Dwelling
- 3.5.5 The Lessor may prior to any assignment of the Dwelling by notice in writing to the Lessee adjust the Sinking Fund proportion upwards and downwards to reflect the lessor's estimate of the sinking fund requirements at that time and on every occasion after that assignment on which the deferred service charge is payable the deferred service charge shall be calculated by reference to the Sinking Fund Proportion as adjusted pursuant to this clause

3.6 The Lessor will maintain separate accounts in respect of payments made to Guardian in respect of the sinking fund referred to in clauses 3.4 and 3.5 hereof and will account for interest thereon

4. Covenants by the Lessee

The Lessee covenants with the Lessor as follows:-

- 4.1 to pay the current service charge monthly and the deferred service charge at the times referred to in clauses 3.4 and 3.5
- 4.2 to pay rates and other assessments of an annual or periodically recurring nature in respect of the Dwelling either direct to the appropriate Authorities (where the Dwelling is separately assessed) or by way of reimbursement to the Lessor of an appropriate proportion attributable to the Dwelling
- 4.3 to pay for all electricity which shall be supplied to the Dwelling and the amount of all charges for the installation and use of the telephone (if any) at the Dwelling
- 4.4 to keep the interior of the Dwelling and the fixtures and fittings therein (except the separate heating installation and the water pipes drains and electric cables and wires within the Dwelling) in good repair and decorative order (damage by fire or other insured risk excepted) and to yield up the Dwelling on the determination of this Lease (howsoever the same may be determined) in good repair and decorative order
- 4.5 not without the Lessor's prior written consent to make any alterations to the Dwelling structural or otherwise nor to change the layout thereof nor to cause any damage to the Dwelling or to the Estate or the fixtures and fittings therein respectively

- 4.6.1 not to assign or dispose of the Dwelling except as a whole nor to underlet or otherwise part with possession of the whole or any part of the Dwelling
- 4.6.2 not to assign or dispose of the Dwelling as a whole except by way of mortgage or charge or except to an elderly person who is in the opinion of Guardian (whose opinion shall be final) in need of sheltered housing and who is not unsuitable for sheltered housing in accordance with criteria established by Guardian and set out in the Fifth Schedule hereto
- 4.6.3 immediately prior to completion of any assignment permitted by clause 4.6.2 to pay to the Lessor the amount of the deferred service charge then due under the provisions of clauses 3.4 and 3.5 of this Lease
- 4.6.4 within one month of any assignment or other devolution of the Term to give notice thereof in writing to the Lessor and deliver to the Lessor a certified copy of any assignment or other document effecting or evidencing such assignment or devolution
- 4.7 to allow the Lessor on reasonable notice (except in case of emergency) to enter the Dwelling for the purpose of (a) viewing the Dwelling (b) carrying out maintenance and repairs to the heating installation and the water pipes drains and electric cables and wires in the Dwelling and (c) carrying out repairs and works to the Estate and the service pipes and wires therein but causing as little inconvenience to the lessee as practicable and making good any damage caused

- 4.8 to observe the regulations contained in the Fourth Schedule hereto and such other regulations as may be made by the Lessor and notified in writing to the Lessee from time to time for the better management of the estate or for the general benefit of the lessees of the dwellings in the Estate
- 4.9 not to do or permit to be done in the Dwelling or the remainder of the Estate any act matter or thing whereby any insurance effected by the Lessor may be rendered void or voidable or whereby the rate of premium thereunder may be increased
- 4.10 to pay to the Lessor on demand a resonable sum as determined by the Lessor in respect of the Lessor's expenses incurred in the registration of any devolution of the term and in supplying information or copies of documents at the request of the Lessee and in respect of Guardian's expenses incurred in expressing any opinion pursuant to Clause 4.6.2

5. Lessor's Covenants

the Lessor covenants with the Lessee as follows:-

- 5.1 Subject to payment by the Lessee of the current service charge and the deferred service charge in accordance with this Lease the Lessor will
- (a) maintain repair decorate and renew (i) the main structure of the Estate (including the Dwelling) and the roof(s) foundations and exterior thereof (ii) all (if any) main entrances passages landings lifts staircases corridors and other parts of the Estate used in common by the Lessee with the owners and occupiers of other dwellings in the Estate and (iii) the water pipes drains and electric cables and wires in under or upon the Dwelling or the remainder of the Estate or any part thereof

- (b) so far as practicable keep clean and reasonably lighted the passages landings and staircases (if any) used by the Lessee as aforesaid and clean all outside surfaces or windows of the Estate including those of the Dwelling and so far as practicable keep the forecourts and driveways in good condition and keep the gardens and grounds neat and tidy and cultivated
- (c) maintain and keep in good order the lifts (if any) in the Estate and the separate heating installation with the Dwelling
- (d) employ a resident caretaker for general supervision of the Estate and for the answering during the night of emergency calls of the Lessee

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- (e) insure the Estate against loss or damage by fire and other perils within the usual comprehensive policy of the insurers to the full cost of rebuilding plus professional fees in some reputable insurance office and will include insurance for the cost of reasonable alternative accommodation necessarily incurred by the Lessee in the event of the Dwelling being made uninhabitable by an insured risk for an amount not exceeding Twenty per centum of the sum insured in respect of the Dwelling and will also take out a policy of insurance covering the Lessor's liability for injury to persons in the Estate Guardian will if so requested provide copies of such insurance policies and evidence of payment of premiums thereon
- (f) if the Estate should be destroyed or damaged by fire or other insured risk the Lessor will rebuild and reinstate it in accordance with planning and building

regulations and hereby agrees that any money received in respect of the insurance of the Estate shall be applied so far as it extends in so rebuilding or reinstating the Estate

- those contained in clause 4 hereof on the part of the lessees of the other dwellings comprised in the Estate

 PROVIDED THAT the Lessor may for the better management of the Estate add to or vary any of the above services and PROVIDED ALSO THAT the Lessor shall not be liable for any temporary breakdown or withdrawal of the above services for causes beyond the Lessor's reasonable control
- 5.2 that the Lessee paying the current service charge and the deferred service charge and observing the Lessee's obligations hereunder shall peaceably hold and enjoy the Dwelling during the term of this Lease without interruption by the Lessor
- 1easehold the Lessor will during the term hereby granted pay
 the rent reserved by the Head Lease under which it holds the
 Estate and will perform and observe (so far as the Lessee is
 not liable for such performance and observance under the
 covenants on his part contained in this Lease) all the lessee's
 covenants contained in such Head Lease

6. Agreement by Lessee in case of special medical attention

Whilst the Lessor agrees in accordance with Clause 5.1(d) to employ a resident caretaker for general supervision of the Estate and for the answering during the night of emergency

calls of the Lessee neither the Lessor nor the resident caretaker can accept responsibilty for medical or other care of the Lessee and the Lessee agrees that he will at his own expense make his own arrangements for all such attention and care as may be necessary

7. Provisos for re-entry insurance of alternative accommodation letting of remainder of Estate

- Twenty-one days after becoming due (whether legally demanded or not) or if the Lessee shall assign or purport to assign the Dwelling as a whole except in accordance with the provisions of Clause 4.6 or in the event of breach of any covenant on the part of the Lessee herein contained then the Lessor may reenter the Dwelling and the term hereby granted shall thereupon determine without prejudice to any other rights of the Lessor Guardian or the Lessee hereunder PROVIDED ALWAYS that the Lessor will not re-enter the dwelling or commence proceedings for forfeiture of the Lease without first giving written notice to a mortgagee or chargee of the Lessee of whom the Lessor has received notice pursuant to Clause 4.6.4
- 1.2 If the Dwelling should at any time be rendered unfit for occupation and use by reason of the happening of any of the risks against which the Lessor insures hereunder (and provided that payment of the insurance money is not refused because of the Lessee's act or default) the Lessor will pay over to the Lessee such sum as the Lessor receives in respect of the Dwelling from the insurers under the insurance mentioned in Clause 5.1(e) above effected to provide for the cost to the

Lessee of reasonable alternative accommodation necessarily incurred whilst the Dwelling is unfit for occupation

7.3 the Lessor intends to let the other dwellings in the Estate except the resident caretaker's dwelling to elderly persons upon terms substantially in the same form as those contained in this Lease

8. Notices

Any notice under this Lease shall be in writing and in the case of notice by the Lessor or Guardian to the Lessee may be served by leaving it at the Dwelling or sending it by Recorded Delivery post to the Dwelling and in the case of a notice to be served by the Lessee on the Lessor or Guardian it shall be delivered to or sent by Recorded Delivery post to the registered office of the addressee and in the case of a notice to be served by the Lessor on a mortagee or chargee of the Lessee it shall be delivered to or sent by Recorded Delivery post to the lessee's mortgagee's head office

THE FIRST SCHEDULE

Rights included for the Lessee

1. The right in common with the Lessor and the lessees of all other dwellings in the Estate and all others having the like right to use for purposes only of access to and egress from the Dwelling all such parts of the Estate including any entrances corridors staircases and lifts as afford access thereto and also to use and enjoy any sitting out areas in the

corridors and the laundry room and guest bedroom (if any) intended for the common use and enjoyment of the lessees and occupiers of all the dwellings in the Estate and their visitors

- 2. The rights to use in common with the lessees of all other dwellings in the Estate and their visitors the car parking spaces gardens grounds drives paths and forecourts subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe
- 3. The right in common with all others entitled thereto to the free passage and running of water and soil and electricity and other services through the drains and sewers and water pipes and electric cables wires and other conduits now or within eighty years from the date hereof (which is the perpetuity period fo the purposes of the Perpetuities and Accumulations Act 1964) laid in under or through the Estate
- 4. All rights and easements and benefits now enjoyed or intended to be enjoyed by the Dwelling

THE SECOND SCHEDULE

Rights excepted to the Lessor and lessees and occupiers of other dwellings

- 1. The right to the free passage and running of water and soil electricity and other services through the drains and sewers and water pipes and electric cables wires and other conduits now or within eighty years from the date hereof laid in under or through the Dwelling
- 2. All other rights and easements and benefits now enjoyed or

intended to be enjoyed by any other part of the Estate over the Dwelling

3. Such rights of access to and entry upon the Dwelling by Guardian as are necessary for the proper performance of its obligations hereunder or under covenants relating to other dwellings similar to the covenants herein contained

THE THIRD SCHEDULE

Part I of this Schedule relates to the costs and expenses of running and maintenance of the Estate in respect of which the current service charge is payable

Part II of this Schedule relates to costs and expenses of a capital nature (including provision for renewal of plant in the Estate) which are not included in the current service charge but which are to be met by a sum payable upon assignment of this Lease in accordance with clauses 3.4 and 3.5

The allocation of expenses between Part I and Part II shall be in the sole determination of the Lessor

Part I

Costs expenses outgoings and matters in respect of which the
Lessee is to contribute by way of the current service charge

1. The costs and expenses incurred by the Lessor in carrying
out its obligations (except renewal or replacement) in clauses

- 5.1(a) (maintenance repair and decoration of the exterior common parts of the Estate maintenance of services)
- 5.1(b) (cleaning and lighting and heating (where applicable) of common parts of the Estate cleaning of outside windows maintaining driveways forecourts gardens and grounds)

- 5.1(c) (regular maintenance (but not renewal) of the lifts (if any) and maintenance and repair (but not renewal) of the heating installation within the dwellings)
 - 5.1(d) employing a resident caretaker
- 2. The expenses of any insurance effected by Guardian pursuant to Clause 5.1(e)
- 3. The cost of providing accommodation in the Estate (including the heating thereof and any rates or taxes payable in respect thereof) for the resident caretaker
- 4. All rates (including water rates) taxes and outgoings (if any) payable in respect of any part of the Estate and its grounds and gardens other than those payable solely in respect of the Dwelling or the other dwellings let in the Estate
- 5. The fees and disbursements paid to any managing agents appointed by the Lessor in respect of the Estate or a reasonable allowance to the Lessor in respect of its own management costs provided that such fees or costs will not exceed that permitted by or agreed with the Housing Corporation
- 6. The fees and disbursements paid to any accountant or other professional person in relation to the preparation auditing or certification of any accounts of the costs expenses outgoings and matters referred to in this Schedule
- 7. All other expenses (if any) incurred by the Lessor in and about the maintenance and proper and convenient management and running of the Estate and the garden and grounds thereof and of the roads and footpaths drains and services serving the Estate

- 8. Any value added tax or tax of a similar nature payable in respect of any costs expenses outgoings or matters falling within any paragraph of this Schedule
- 9. Such sum as shall be estimated by the Lessor to provide a property repairs fund to meet any of the costs expenses outgoings and matters mentioned in the foregoing paragraphs of a cyclical nature

Part II

Costs expenses outgoings and matters in respect of which a contribution is made by the Lessee upon assignment or disposition of this Lease to provide a sinking fund All costs and expenses incurred (or anticipated to be incurred in the future) by the Lessor in fulfilment of its obligations under Clause 5 of this Lease in so far as such expenditure is not included in the service charge and relates to the renewal or replacement or major overhaul of any and every part of the Estate and the plan (including the lifts (if any) and the separate heating installation in the dwellings) and the appurtenances thereof including any expenses incurred in rectifying or making good any inherent structural defect within the Estate the renewal or replacement of heating apparatus ducts service pipes and wires within the Estate and interest paid on any money borrowed by the Lessor to defray any expenses incurred All costs and expenses for future liabilities expenses or payments for renewing upgrading or improving the Estate and whether certain or contingent and whether obligatory or discretionary

THE FOURTH SCHEDULE

Regulations as to use of the Dwelling and facilities within the Estate

- (i) not to keep pets in the Dwelling except with the prior written consent of the Lessor which consent may be withdrawn at any time if such pet causes a nuisance or annoyance to the Lessor or other occupiers of the Estate
- (ii) not to do anything in the Dwelling or within the Estate or make a noise which may be of annoyance or nuisance to lessees and occupiers of other dwellings in the Estate or in the neighbourhood and in particular not to play a wireless or television or other noise making equipment or instruments so as to be audible outside the Dwelling between the hours of 11 p.m. and 7 a.m.
- (iii) not to use the Dwelling for improper purposes or purposes injurious to the reputation of the Lessor or the Estate nor allow persons of character objectionable to the Lessor to resort thereto
- (iv) not to encumber with boxes or otherwise or leave rubbish anywhere in the parts of the Estate used in common with the lessees and occupiers of other dwellings of the Estate
- (v) not to affix advertisements nameplates or signs on any part or parts of the Estate except a nameplate giving the name of the Lessee in the place or places provided by the Lessor (vi) not to use the Dwelling otherwise than for private residential use in the occupation of the Lessee in
- residential use in the occupation of the Lessee only or the Lessee and some other elderly person in respect of whom the

- (vii) not to park or allow to be parked any vehicle including those of the Lessee's visitors otherwise than in the car parking spaces (if any) provided for the use of the Lessee or for the use of the Lessee's visitors
- (viii) not to hang or allow to be hung any clothes or other articles on the outside of the Dwelling (otherwise than in the drying area provided)
- (ix) not to block or permit to be blocked any waste pipe in the dwelling and not to overload the electrical circuits and installations therein

THE FIFTH SCHEDULE

GUARDIAN HOUSING ASSOCIATION LIMITED

CRITERIA FOR THE APPROVAL OF ASSIGNEES

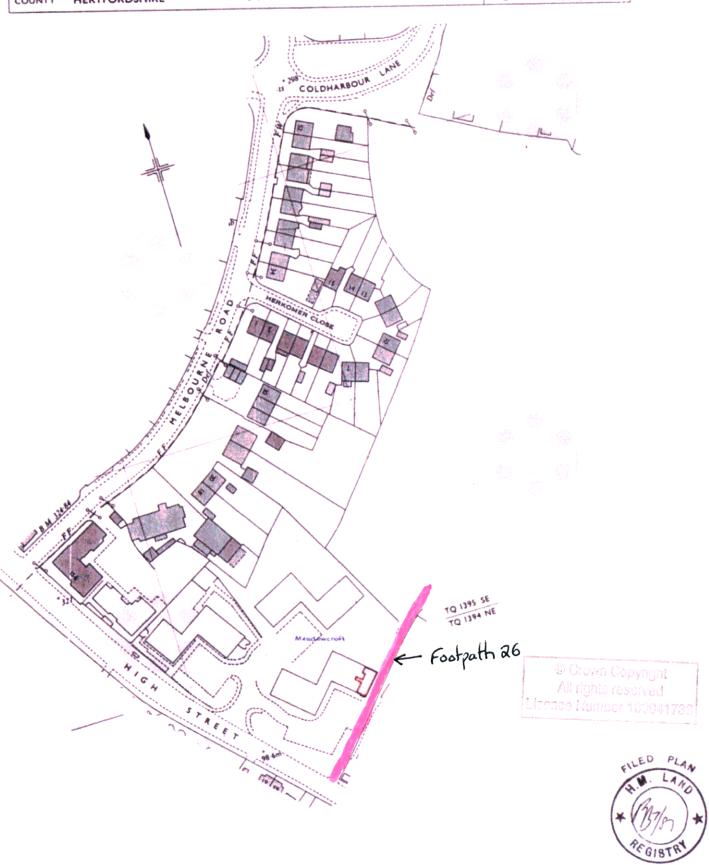
- (a) A Lessee and any other persons wishing to take up residence must be of retirement age normally over sixty years
- (b) Lessees are expected to be capable of living an independent life and in particular to manage their own housekeeping even if some help and support is necessary. If more help is required Guardian's staff will enlist the support of relatives friends or statutory and voluntary services. Personal or nursing care is not provided although assistance will be offered in an emergency
- (c) Guardian is prohibited by statute from selling any of its dwellings to a member of its Board or an employee
- (d) the ability of a potential lessee or assignee to buy a dwelling within a reasonable period is taken into account if there are a number of possible lessees or assignees for a home

THE COMMON SEAL of THE LESSOR was hereunto affixed in the presence of:-

Director

Secretary

H.M. LAND REGISTRY ORDNANCE SURVEY PLAN REFERENCE TQ 1395 TQ 1395 SECTION T Scale 1/1250 COUNTY HERTFORDSHIRE DISTRICT HERTSMERE © Crown copyright 1986







Contact Details



This Home Information Pack was compiled by:



In the event of any queries please contact:

Tring Legal Support Services Ltd

Tel: 01442 890877 Fax: 01442 890717 Or email: hips@tringlegalsupportservices.co.uk

Important Information

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

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

The Code's main commitments

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

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

Keeping to the HIP Code

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

Contact Details

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

Property Codes Compliance Board 212 Piccadilly London W1J 9HG

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

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



