



Borland & Sons Ltd
Accredited Energy Efficiency Assessors
&
Home Information Packs



Home Information Pack

3A Westoe Village, South Shields,
Tyne and Wear, NE33 3DZ

This Home Information Pack (HIP) has been provided by
BORLAND & SONS LTD of 50 FAWDON LANE, GOSFORTH, NEWCASTLE UPON TYNE, NE3 2AD
Telephone: 0191 213 5330 Email: jkpal54@googlemail.com.

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Home Information Pack Index for:-

3A Westoe Village
South Shields
Tyne and Wear
NE33 3DZ

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Terms and Conditions	Included: 25-Feb-2010

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Property Information Questionnaire

for

3A Westoe Village , South Shields, Tyne and Wear, NE33 3DZ

This Home Information Pack (HIP) has been provided by.
BORLAND & SONS LTD, 50 FAWDON LANE, GOSFORTH,
NEWCASTLE UPON TYNE, NE3 2AD

Part 1

About this form-

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

If you are the seller, you should be aware -

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

If you are an estate agent you should be aware -

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

If you are the buyer you should be aware -

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

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

Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

ALL PROPERTIES	
a. The Postal Address of the property being sold	3A Westoe Village , South Shields, Tyne and Wear, NE33 3DZ
b. The name of the seller	Alan & Mandy Newby
c. The date the PIQ was completed	02/03/2010
1. When was the property purchased?	Sep 2000
2. Is your property a listed building or contained in a listed building?	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't know
3. What council tax band is the property in? [Note: <i>Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale</i>]	<input type="radio"/> A <input type="radio"/> B <input checked="" type="radio"/> C <input type="radio"/> D <input type="radio"/> E <input type="radio"/> F <input type="radio"/> G <input type="radio"/> H
4. What parking arrangements exist at your property?	<input type="radio"/> Garage <input type="radio"/> Allocated parking space <input type="radio"/> Driveway <input type="radio"/> On street <input checked="" type="radio"/> Resident permit <input type="radio"/> Metered parking <input type="radio"/> Shared parking <input type="radio"/> Specify other:
Other issues affecting the property	
5. Has there been any damage to the property as a result of storm or fire since you have owned it? ;	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't know
6. If you have answered 'yes' to question 5, was the damage the subject of an insurance claim?	<input type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Don't know
6a. If 'yes' please state whether any of these claims are outstanding;	N/A

<p>7. Are you aware of any flooding at your property since you have owned it or before?</p> <p>7a. If 'yes', please give details</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p>
<p>8. Have you checked the freely available flood risk data at the Environment Agency's website</p> <p>8a. If 'yes', please give details</p> <p>8b. If 'no', the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p><input type="radio"/> Don't Know</p>
<p>9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?</p> <p>9a. If 'yes', please give details of any guarantees relating to the work and who holds the guarantees</p>	<p><input type="radio"/> Yes</p> <p><input checked="" type="radio"/> No</p> <p><input type="radio"/> Don't Know</p>
<p>Utilities and Services</p>	
<p>10. Is there central heating in your property?</p> <p>10a. If 'yes', please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).</p>	<p><input checked="" type="radio"/> Yes</p> <p><input type="radio"/> No</p> <p><input type="radio"/> Don't Know</p> <p>Gas fired</p>
<p>11. When was your central heating or other primary heating system last serviced?</p>	<p><input checked="" type="radio"/> Last serviced 2010 a report is available</p> <p><input type="radio"/> Not serviced</p> <p><input type="radio"/> Don't Know</p>
<p>12. When was the electrical wiring in your property last checked?</p>	<p><input checked="" type="radio"/> Last serviced 2007 a report is available</p> <p><input type="radio"/> Not serviced</p> <p><input type="radio"/> Don't Know</p>

13. Please indicate which services are connected to your property:

Services	Connected	
Electricity	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Gas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Water mains or private water supply	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Telephone	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Cable TV or Satellite	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Broadband	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

Changes to the property

14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know
14a. If 'yes', please give details of the nature of the work.	N/A
14b. If 'yes', Was building regulation approval obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
14c. Was planning permission obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
14d. Was listed building consent obtained?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know
If the response was 'no' for any of (b) to (d), please state why not (e.g. 'not required' or 'work completed under approved person scheme').	

15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't Know
15a. If 'yes', please give details of changes and guarantees, if held.	N/A

Access

16. Do you have right of access through any neighbouring homes, buildings or land?	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't Know
16a. If 'yes', please give details.	N/A

17. Does any other person have a right of access through your property?	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't Know
17a. If 'yes', please give details.	N/A

Leasehold properties

18. Is your property a leasehold property?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If 'yes' complete Part 2 of this questionnaire. If 'no' there is no need to complete Part 2 of this questionnaire.	

PART 2: LEASEHOLD PROPERTIES

Only complete this part if the property is a leasehold property.
If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.
Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

Additional information for leasehold properties

19. What is the name of the person or organisation to whom you pay -	
19a. ground rent;	no ground rent payable
19b. service charges (if different from (a) above)?	no service charge payable

20. How many years does your lease have left to run?	984
21. How much is your current annual ground rent?	nil
22. How much is your current annual service charge?	nil
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	88.46 pa
24. Are you aware of any proposed or ongoing major works to this property? 24a. If 'yes', what type of works are they and what is the expected cost relating to this property (if known)?	<input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't Know N/A
25. Does the lease prevent you from - 25a. Sub-letting? 25b. Keeping pets?	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Don't Know <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't Know
26. Does the lease allow you to: 26a. Use a car park or space? 26b. Have access to a communal garden (where applicable)?	<input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Don't Know <input checked="" type="radio"/> Yes <input type="radio"/> No <input type="radio"/> Don't Know

<p>27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?</p> <p>27a. If 'yes', please specify.</p>	<p> <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't Know </p> <p>N/A</p>
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Explanatory Notes to Numbered Items

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or residents' management company - you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.

20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.

21. This information will be found in the lease.

22. This information will be found on the previous year's services charge demands.

24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

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

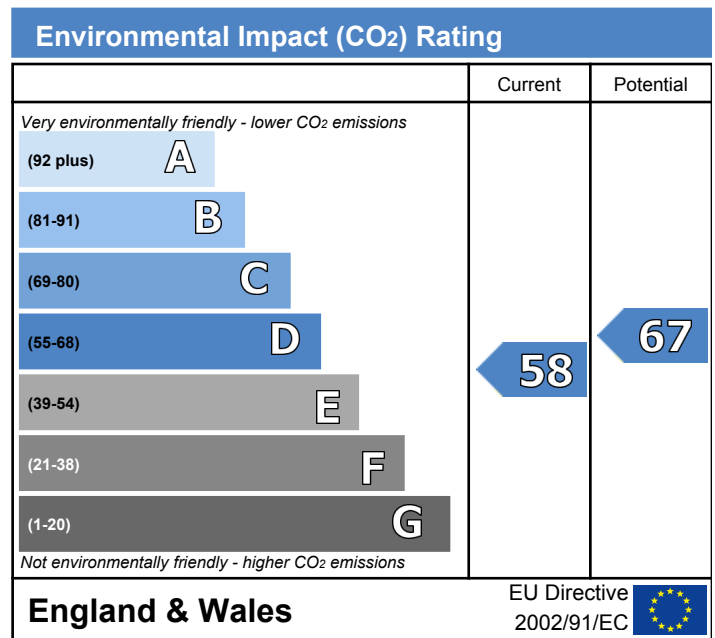
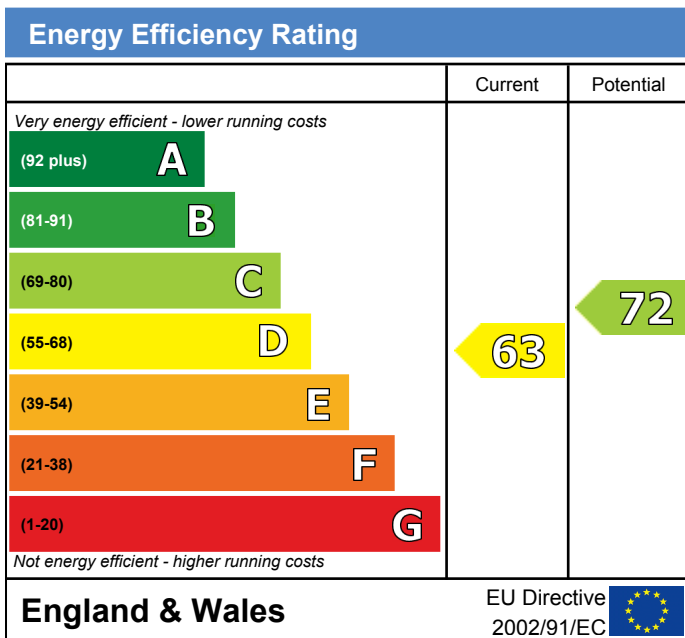
Energy Performance Certificate



3a, Westoe Village,
SOUTH SHIELDS,
NE33 3DZ

Dwelling type: Ground-floor flat
Date of assessment: 25 February 2010
Date of certificate: 25 February 2010
Reference number: 0675-2835-6323-9120-5561
Type of assessment: RdSAP, existing dwelling
Total floor area: 139 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 are likely to be.

The environmental impact rating is a measure of this 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	249 kWh/m ² per year	192 kWh/m ² per year
Carbon dioxide emissions	5.7 tonnes per year	4.5 tonnes per year
Lighting	£157 per year	£79 per year
Heating	£776 per year	£656 per year
Hot water	£164 per year	£124 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impacts of the fuels used for cooking or running appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change 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 products. It's a quick and easy way to identify the most energy-efficient products on the market.

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

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Elmhurst Energy Systems Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: EES/007482
Assessor's name: Mr. Andrew James Borland
Company name/trading name: Borland and Sons Limited
Address: 50 Fawdon Lane, Gosforth, Newcastle Upon Tyne, Tyne & Wear, NE3 2AD
Phone number: 0191 2135330
Fax number: 0191 2135330
E-mail address: info@borlandandsons.co.uk
Related party disclosure: No related party

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

**Visit the Department for Communities and Local Government website at
www.communities.gov.uk/epbd to:**

- Find how to confirm the authenticity of an energy performance certificate
- Find how to make a complaint about a certificate or the assessor who produced it
- Learn more about the national register where this certificate has been lodged - the Department is the controller of the data on the register for Data Protection Act 1998 purposes
- Learn more about energy efficiency and reducing energy consumption

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at www.epcregister.com

Recommended measures to improve this home's energy performance

3a, Westoe Village,
SOUTH SHIELDS, NE33 3DZ

Date of certificate: 25 February 2010
Reference number: 0675-2835-6323-9120-5561

Summary of this home's energy performance related features

The table below gives an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology against the following scale: Very poor / Poor / Average / Good / Very good. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Solid brick, as built, no insulation (assumed)	Very poor	Very poor
	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	(another dwelling above)	-	-
	Pitched, insulated (assumed)	Good	Good
Floor	Suspended, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, TRVs and bypass	Average	Average
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system	Good	Good
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency rating		D 63	
Current environmental impact (CO₂) rating		D 58	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£58	D 65	D 59
2 Upgrade heating controls	£54	D 67	D 62
Sub-total	£112		
Higher cost measures (over £500)			
3 Replace boiler with Band A condensing boiler	£128	C 72	D 67
Total	£240		
Potential energy efficiency rating		C 72	
Potential environmental impact (CO₂) rating			D 67

Further measures to achieve even higher standards

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

4 50 mm internal or external wall insulation	£128	C 77	C 73
Enhanced energy efficiency rating		C 77	
Enhanced environmental impact (CO₂) rating			C 73

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

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

2 Heating controls (room thermostat)

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

Higher cost measures (typically over £500 each)

3 Band A condensing boiler

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

About the further measures to achieve even higher standards

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

4 Internal or external wall insulation

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

What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO2 emissions.
- The dwelling has a conservatory with heating provided to it. Because of its high glazed area it has high heat losses; restrict the heating of the conservatory to times when it is being used and to a reasonable temperature level.
- 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.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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.

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

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Sale Statement For:

3A Westoe Village
South Shields
Tyne and Wear
NE33 3DZ

Statement	
1. Is the property a flat or a house?	<input checked="" type="checkbox"/> Flat (incl. maisonette) or <input type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose Built Block <input checked="" type="checkbox"/> Converted House or <input type="checkbox"/> Conversion of Commercial Premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Common Hold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 31/01/1995 and with 984 years left on the lease.
4. The title to the interest in the property being sold is (or will be):	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> Multiple registered estates <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate <input type="checkbox"/> Multiple unregistered estates
5. Who is selling the property?	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
6. Name(s) of seller	Allan Newby & Mandy Susan Newby
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171(2) of the Housing Act 2004 applies and part to the property is not being sold with vacant possession. Explanation of circumstances as follows:

Borland & Sons Ltd

**Accredited Energy Efficiency Assessors
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Home Information Packs**

About this form:

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

Seller's check of this form

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

DATED

18th December

1997

MR. AND MRS. G. TURNBULL
- and -
MR. AND MRS. T. SLAVIN

DEED OF VARIATION

relating to 3a Westoe Village,
South Shields, Tyne and Wear.

TJM/slavin.doc

THIS DEED OF VARIATION is made the *Eighteenth* day of *December*
thousand nine hundred and ninety seven BETWEEN GEOFFREY
LIAM TURNBULL and JULIE ANGELA TURNBULL both of 3 Westoe
Village South Shields in the County of Tyne and Wear ("the
Lessors") of the one part TERENCE SLAVIN and ANNE SLAVIN both of
Westoe Village South Shields aforesaid ("the Lessee") of the
other part

REASONS

By a Lease hereinafter called "the Lease") dated the
Thirty first day of January One thousand nine hundred and
Ninety five made between the Lessors of the one part and
the Lessees of the other part the flat known as 3a Westoe
Village aforesaid (hereinafter called "the Property") was
demised for a term of 999 years from the Thirty first
day of January One thousand nine hundred and ninety five
(hereinafter called "the Lease") subject to the payment
of the yearly rent thereby reserved and to the observance
and performance of the covenants on the part of the
Lessees and the conditions therein contained

The Property remains vested in the Lessee for all the
unexpired residue of the term created by the Lease
subject to payment of the yearly rent reserved thereby
and to the observance and performance of the covenants on
the part of the Lessee and the conditions contained
therein and the reversion immediately expectant on the
determination of the term is now vested in the Lessor

The Lessor and the Lessee have mutually agreed to the
variation of the Lease as hereinafter appearing

This Deed is supplemental to the Lease

THIS DEED WITNESSETH as follows:-

In consideration of the premises it is hereby agreed
between the Lessor and the Lessee that with effect from the date
hereof:-

~~that the description of the Demised Premises in the First
Schedule be amended to include the following "(c) the
land shown hatched black on the plan attached hereto"~~
paragraph 5 of the Second Schedule shall be wholly

withdrawn and the following clause shall be substituted therefore:-

"5. The right for the Lessee and all persons authorised by him to use the Shared Land on foot only for the purpose of access to and egress from the Demised Premises but subject to the covenants relating thereto herein contained

(c) that paragraph 2 of the Third Schedule shall be wholly withdrawn and the following clause shall be substituted therefore:-

"2. A right of way on foot only at all times over and along the land hatched red on the plan for the purposes of access to and egress from the other flat to the Shared Land and the right to maintain a garden area of grass and flowers only within the area hatched red"

(d) that paragraph 8 of the Third Schedule be amended to include the following "and the right for the Lessor and all persons authorised by him to park private motor vehicles on that area of the Shared Land marked "Parking Bay 1." and "Parking Bay 2."

(e) that paragraph (d) of the Fifth Schedule shall be amended to include the following "with the exception of the Shared Land to the rear of the building

(f) that paragraph (n) of the Fifth Schedule be amended to delete the words "and without prejudice to the generality of the foregoing not park any vehicle on that part of the Shared Land marked "Parking Bay 1." nor to park any vehicle on any part of the Shared Land so as to obstruct access to and egress from Parking Bay 1."

2. The plan attached hereto shall be substituted for the plan contained in the Lease

3. Save as herein modified the Lessor and the Lessee agree and confirm that the Lease remains in full force and effect save as varied by this Deed

4. The Lessor and the Lessee agree to lodge their Land/Charge Certificate in respect of both their freehold and leasehold

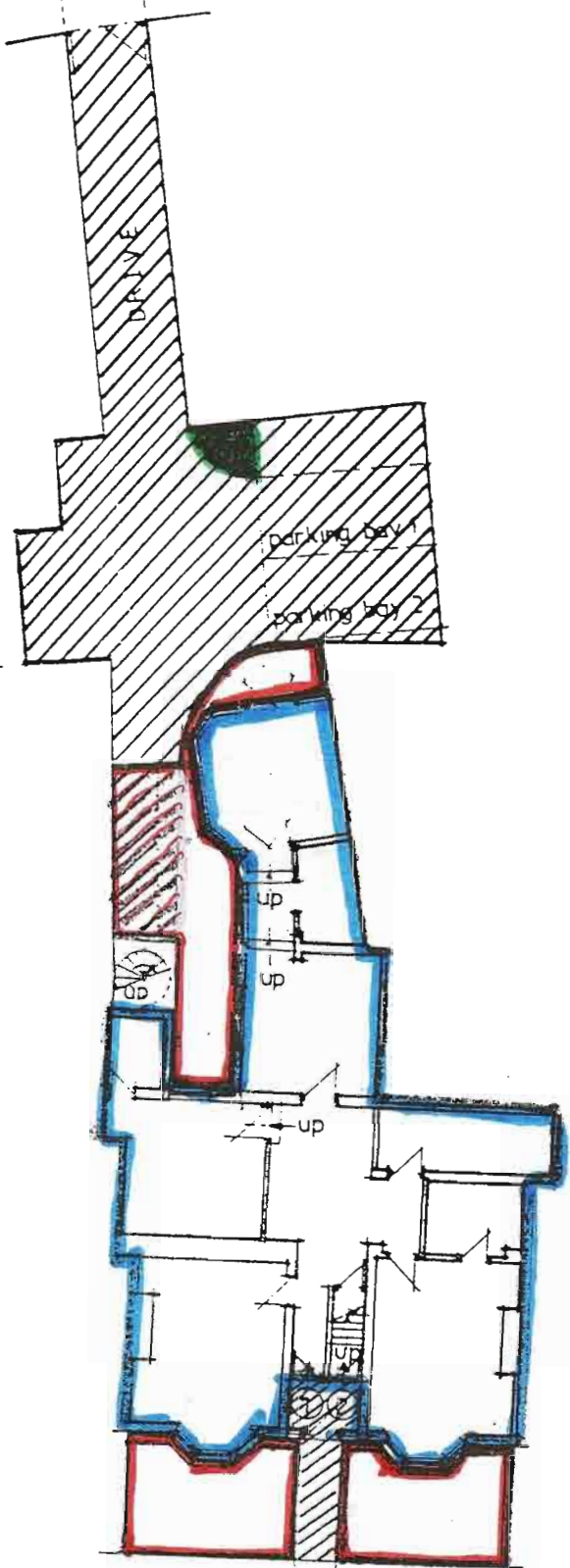
[Handwritten signature]

[Handwritten signature]

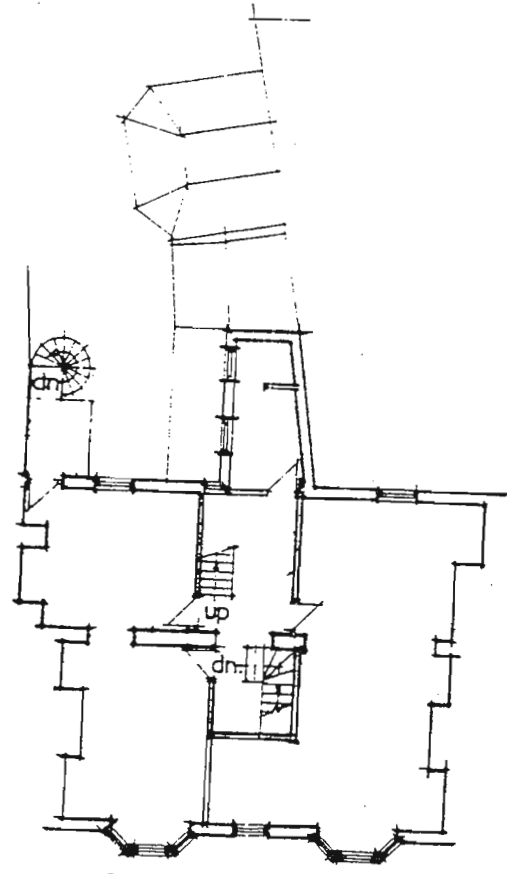
Tamara Green
by [Signature]
her Attorney

Ann Klein
Attorney
[Signature]

DEAN ROAD



WESTOE VILLAGE
GROUND FLOOR PLAN



FIRST FLOOR PLAN

es at H.M. Land Registry and to advise the other party of the
sit number and to request H.M. Land Registry to give effect
he provision of this Deed

IT IS HEREBY CERTIFIED that the transaction hereby
cted does not form part of a larger transaction or series of
sactions in respect of which the amount or value or the
egate amount or value of the consideration exceeds Sixty
sand pounds

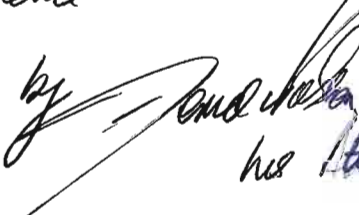
ED as a Deed by the said
FREY WILLIAM TURNBULL
he presence of:-




ED as a Deed by the said
E ANGELA TURNBULL
he presence of:-



ED as a Deed by the said
ENCE SLAVIN in the
sence of:-

Terence Slavin
by 
his Attorney


Terence Slavin
SOLICITORS

SIGNED as a deed by the said
ANNE SLAVIN in the presence of:-

A handwritten signature in blue ink, appearing to be 'Anne Slavin', written over a light blue rectangular background.

Anne Slavin
per Attorney
P. M. S.



Official copy of register of title

Title number TY304129

Edition date 17.03.2008

- This official copy shows the entries in the register of title on 4 March 2010 at 10:05:59.
- 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 4 March 2010.
- 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 Durham Office.

A: Property register

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

TYNE AND WEAR : SOUTH TYNESIDE

- 1 (01.07.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 3 Westoe Village, South Shields (NE33 3DZ).

NOTE 1: As to the part tinted pink on the filed plan only the first floor is included in the title.

NOTE 2: As to the part tinted blue on the filed plan only the first and second floor flat is included in the title.

NOTE 3: As to the part tinted yellow on the filed plan the rooms over the passageway are excluded from the title.

- 2 The mines and minerals together with ancillary powers of working are excepted.

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 (03.10.2000) PROPRIETOR: ALAN NEWBY and MANDY SUSAN NEWBY of Apartment A, 3 Westoe Village, South Shields, Tyne & Wear NE33 3DZ.
- 2 (03.10.2000) The price stated to have been paid on 31 August 2000 for the land in this title and the land in title number TY304132 was £117,000.

B: Proprietorship register continued

- 3 (03.10.2000) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges register

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

- 1 The land is subject to the following rights granted in a Conveyance of adjoining land known as 2 Westoe Village, South Shields dated 10 February 1949 made between (1) The Midland Bank Executor and Trustee Company Limited (Vendor) and (2) Robert Redvers Turner (Purchaser):-

"TOGETHER with a right of way for the Purchaser and his Successors in Title and all persons authorised by him or them at all times and in all manners over and along the piece of land coloured blue on the said plan drawn hereon in common with the Vendors and their Successors in Title and all persons authorised by them but subject to the liability hereinafter agreed on the part of the Purchaser and his Successors in title to pay a moiety of the cost of upkeep and repair of the same"

The Conveyance also contains the following provision:-

"IT IS HEREBY expressly agreed and declared by and between the parties hereto that the cost of keeping in repair the said yard road or carriageway coloured blue on the said plan drawn hereon and the gate and gateposts at the entrance thereto giving access to Dean Road from the said carriageway and also the fence erected between the points marked 'A' and 'B' on the said plan shall be borne by the respective parties hereto and their respective Successors in Title in moieties and in case of any difference arising between the parties hereto as to the nature type or extent of any such repairs or maintenance the same shall be settled by Arbitration under the Arbitration Acts 1889 to 1934 AND FURTHER that the gate hereinbefore referred to shall be secured by a single lock and each of the parties hereto shall be entitled to possession of keys therefor"

NOTE: No plan was included in the Copy Conveyance dated 10 February 1949 supplied on first registration but a copy of the plan to a Conveyance of the land in this title and other land dated 11 February 1949 made between (1) The Midland Bank Executor and Trustee Company Limited and (2) Charles Love Oliver and John George Younger is filed under TY108821. This plan purports to show the land coloured blue and points A and B referred to.

- 2 Lease dated 31 January 1995 to Geoffrey William Turnbull and Julie Angela Turnbull for 999 years from 31 January 1995.

NOTE 1: Lessee's title registered under TY304134.

NOTE 2: By a Deed dated 18 December 1997 made between (1) Terence Slavin and Anne Slavin and (2) Geoffrey William Turnbull and Julie Angela Turnbull the extent demised by and the terms of the lease were varied.

NOTE 3: Original Deed filed under TY304134.

- 3 (17.02.1995) The land is subject for a term of 999 years from 31 January 1995 to the rights granted by a lease of Apartment A, 3 Westoe Village, the ground floor flat dated 31 January 1995 made between (1) Geoffrey William Turnbull and Julie Angela Turnbull and (2) Terence Slavin and Anne Slavin.

C: Charges register continued

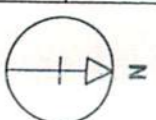
- 4 (03.10.2000) REGISTERED CHARGE dated 31 August 2000 affecting also title TY304132 to secure the moneys including the further advances therein mentioned.
- 5 (03.10.2000) Proprietor: NATIONWIDE BUILDING SOCIETY of Nationwide House, Pipers Way, Swindon L SN38 1NW.
- 6 (03.10.2000) The Charge Certificate relating to the charge dated 31 August 2000 in favour of Nationwide Building Society is retained in Land Registry (Section 63 of the Land Registration Act 1925).

End of register

LR

TITLE NUMBER
TY304129

TYNE AND WEAR : SOUTH TYNESIDE

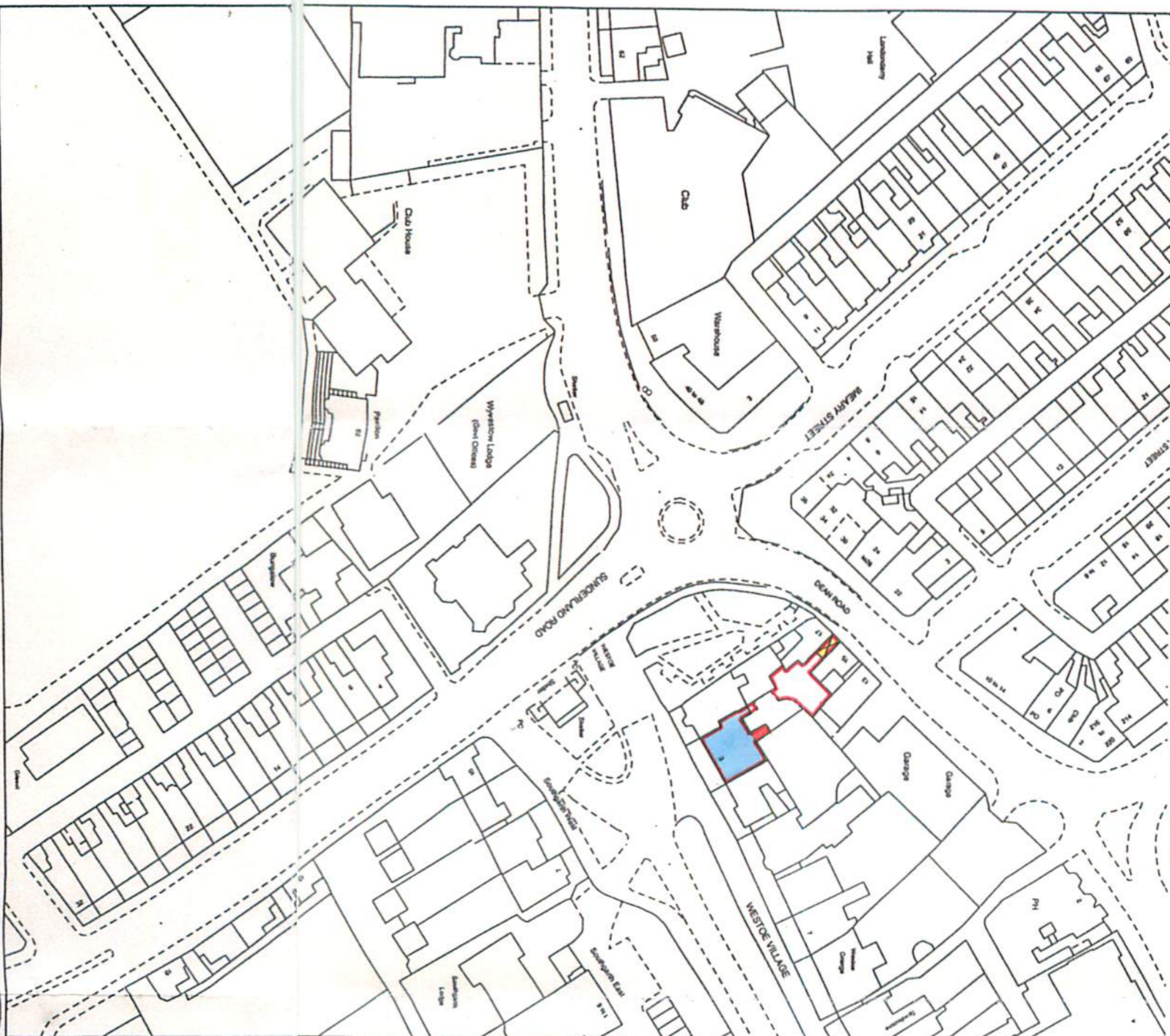


ORDNANCE SURVEY MAP REFERENCE:

NZ36631E

SCALE 1:1250

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This official copy is issued, and shows the state of this title plan, on 4 March 2010 at 10:05:59.

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 Land Registry, Durham Office.

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Personal Local Authority Search

Search Reference: PALI 119 - 001295

Applicant: BORLAND & SONS LTD
50 FAWDON LANE
GOSFORTH
NEWCASTLE UPON TYNE
NE3 2AD

Reference:

Land or property against which enquiries are made:

3A Westoe Village, South Shields, Tyne and Wear, NE33 3DZ

Report Compiled By: P Marshall
On Behalf of PALI DURHAM LTD

Date: 9th March 2010

SUMMARY SHEET

Local Land Charges Register Entries

Part 3: Planning Charges

Application No: ART-1
Description: Town and Country Planning General Development Order 1973- the Council of the County Borough of South Shields on the 17th July 1973 mad a Direction under Article 4 of the above mentioned Act in respect of this property. The Secretary of State for the Environment approved the aforesaid Direction on the 25 March 1974. Class I & II
Dated: 29/08/1979

Application No: ST/00564/94//DM
Description: Proposed conversion of institutional premises to two flats
Decision: Granted with conditions
Dated: 15/09/1994

Part 4: Miscellaneous Charges:

Ref: SS-11
Description: Smoke Control Order No 11
Registered: 01/11/1973

Planning Department Information

No Planning Applications relate to this property

Building Regulations Information

No Building Regulations relate to this property

Other Details

Question 1.2 Planning Designation and proposals

South Tyneside UDP adopted 1999

The property is within:

Conservation Areas ENV 7/2
Borough Boundary
Area of Potential Archaeological Importance ENV 812

This property is within 200 meters of:
Strategic Route Network T5/2, T15 ENV4/2
Main Centre S5/3

Question 2 Roads

Westoe Village Road and Footpaths are Adopted

Question 3.10 Conservation Area

Records indicate that the property is in a Conservation Area

Question 3.13 Radon Gas

Records indicate that the property is in a Radon Affected Area, according to the Indicative Atlas of Radon in England and Wales as identified by the Health Protection Agency (November 2007)

Search of the Local Land Charges Register

A search of Parts 1-12 of the Local Land Charges Register reveals that there are 3 subsisting registrations as set out below up to and including the date of this report.

Part 3: Planning Charges

Application No: ART-1
Description: Town and Country Planning General Development Order 1973- the Council of the County Borough of South Shields on the 17th July 1973 mad a Direction under Article 4 of the above mentioned Act in respect of this property. The Secretary of State for the Environment approved the aforesaid Direction on the 25 March 1974. Class I & II
Dated: 29/08/1979

Application No: ST/00564/94//DM
Description: Proposed conversion of institutional premises to two flats
Decision: Granted with conditions
Dated: 15/09/1994

Part 4: Miscellaneous Charges:

Ref: SS-11
Description: Smoke Control Order No 11
Registered: 01/11/1973

ENQUIRIES OF THE LOCAL AUTHORITY (2007 EDITION)

A.

Local Authority Name & Address:

SOUTH TYNESIDE COUNCIL
LAND CHARGES DEPARTMENT
TOWN HALL & CIVIC OFFICES
WESTOE ROAD
SOUTH SHIELDS
TYNE AND WEAR
NE33 2RL

Search No: 119 - 001295

Signed: Pali

On Behalf of:

~~LOCAL AUTHORITY~~: PRIVATE SEARCH COMPANY:
~~MEMBER OF THE PUBLIC~~ (Indicate as appropriate)

Dated: 9th March 2010

B.

Enter address of the land/property.

UPRN(s): N/A
3A Westoe Village
South Shields
Tyne and Wear
NE33 3DZ

C.

Other roadways, footways and footpaths in respect of which a reply at Enquiry 2 is required:

D.

Reference:

Tel no: 01388 601 723

Fax No: 01388 608 974

E-Mail contact: search119@pali.uk.com

E.

To ensure compliance with Schedule 7, Part 1, 1(b) of the HIP Regulations please supply the following details, where applicable:

Name of Vendor: Allan Newby & Mandy Susan Newby

Name of Estate Agents:

Name of HIP Provider: BORLAND & SONS LTD

Name of Solicitor/Conveyancer:

Your personal data – name and address – will be handled strictly in accordance with the requirements of the Data Protection Act. We require it to pass on to the relevant authority(ies) in order to carry out the necessary searches

F.

Please reply to:

PALI DURHAM LTD
6 CHALLENGER WAY
ST HELENS
BISHOP AUCKLAND
COUNTY DURHAM
DL14 9EH

DX Address:

Notes:

A. Enter name and address of appropriate Council. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining Council.

B. Enter address and description of the property. Please quote the UPRN(s) (Unique Property Reference Number) where known. **A duplicate plan is required for all searches submitted directly to a local authority.** The search may be returned if land/property cannot easily be identified.

C. Enter name and/or mark on a plan any other roadways, footpaths and footways abutting the property (in addition to those entered in Box B) to which a reply to enquiry 2 is required.

D. Details of fees can be obtained from the Council, your chosen NLIS Channel or search provider.

E. Please enter the name of the individual(s) and Firms involved in the sale of the property.

F. Enter the name and address/DX address of the person or company lodging or conducting this enquiry.

CON 29 Required Enquiries of Local Authority (2007)

1 Planning and Building Regulations

1.1 Planning and Building Decisions and Pending Applications

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

- a) a planning permission;
- b) a listed building consent;
- c) a conservation area consent;
- d) a certificates of lawfulness of existing use or development;
- e) a certificate of lawfulness of proposed use or development;
- f) building regulation approval;
- 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-certified scheme?

How can copies of any of the above be obtained

See Summary Sheet

None

None

None

None

None

None

None

South Tyneside Council, Planning Department,
Town Hall & Civic Offices, Westoe Road, South
Sheilds, Tyne And Wear, NE33 2RL

1.2 Planning Designations and 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?

See Summary Sheet

2 Roads

Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) are:

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

- a) highways maintainable by public expense;

See Summary Sheet

- b) subject to adoption, and supported by a bond or bond waiver.

None

- c) to be made up by a local authority who will reclaim the cost from the frontagers; or

None

d) to be adopted by a local authority without reclaiming the cost from the frontagers?

None

3 Other Matters

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 road works?

No

3.3 Drainage Agreements and Consents

INFORMATIVE: Water Company

Northumbrian Water Ltd
Abbey Road
Pity Me
Durham
DH1 5FJ

Telephone No: 08706 084820
Fax No: 0191 384 1920

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

a) an agreement to drain building in combination into an existing sewer by means of a private sewer; or

The local authority is not responsible for maintaining public sewers/water supply records. Enquiries about drainage and requests for copies of drainage agreements should be made to the local sewerage undertaker

INFORMATIVE: Note: The sewerage undertaker for the area should also be asked about 3(b) and drainage generally.

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

The local authority is not responsible for maintaining public sewers/water supply records. Enquiries about drainage and requests for copies of drainage agreements should be made to the local sewerage undertaker

3.4 Nearby Road Schemes

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

a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;

No

b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

No

c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;

No

d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;

No

e) the centre line of the proposed route of a new road under proposals published for public consultation; or

No

f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

No

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?

No

3.6 Traffic Schemes

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

INFORMATIVE: 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 Council

a) permanent stopping up or diversion;

No

b) waiting or loading restrictions;

No

c) one way driving;

No

d) prohibition of driving;

No

e) pedestrianisation;

No

f) vehicle width or weight restriction;

No

g) traffic calming works including road humps;

No

h) resident parking controls;

No

i) minor road widening or improvements;

No

j) pedestrian crossings;

No

k) cycle tracks or;

No

l) bridge building?

No

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; | No |
| b) environment; | No |
| c) health and safety; | No |
| d) housing; | No |
| e) highways; or | No |
| f) public health | No |

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?

No

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

- | | |
|---|-------------------|
| a) an enforcement notice; | No |
| b) a stop notices; | No |
| c) a listed building enforcement notice; | No |
| d) a breach of condition notice; | No |
| e) a planning contravention notice; | No |
| f) another notice relating to breach of planning control; | No |
| g) a listed building repairs notice; | No |
| h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; | No |
| i) a building preservation notice; | No |
| j) a direction restricting permitted development; | See Summary Sheet |
| k) an order revoking or modifying a planning permission; | No |
| l) an order requiring discontinuance of use or alteration or removal of building works; | No |
| m) tree preservation order ; or | No |
| n) proceedings to enforce a planning agreement or planning contribution? | No |

3.10 Conservation Area

Do the following apply in relation to the property-

a) the making of the area a Conservation Area before 31 August 1974; or

See Summary Sheet

b) an unimplemented resolution to designate the area a Conservation Area?

No

3.11 Compulsory Purchase

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

No

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):-

INFORMATIVE: 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 reply may not disclose steps taken by another Council in whose area adjacent or adjoining land is situated. You are advised to undertake an Environmental Search Report

a) a contaminated land notice;

No

b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- (i) a decision to make an entry; or (ii) an entry; or

No

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?

No

3.13 Radon Gas

INFORMATIVE: Radon Affected Areas are designated by the National Radiological Protection Board. It is recommended that the level of radon gas should be measured in all properties within Radon Affected Areas. The present owner or (for a new property) the builder should be asked whether protective measures were incorporated in the construction of the property; whether the results were at or above the Action Level (prescribed by the NRPB) and if so whether remedial measures were installed and whether the radon levels were re-tested and confirmed the effectiveness of the measures.

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

See Summary Sheet

Appendix - Further Information About This Search

i) Statement of Relationship

Please find below a description of any relationships between parties named in box E and persons involved in the composition of this search.

None

ii) Records Inspected

Records have been inspected held by the Local Authority Named in box A in compiling this report. In addition to these the following records have also been inspected to answer the questions indicated:

Question 1.1 (h)

FENSA Limited
44-48 Borough High Street
London
SE1 1XB

enquiries@fensa.org.uk

Tel: 0870 780 2028
Fax: 0870 780 2029

Question 3.13

Health Protection Agency
Centre for Radiation, Chemical and Environmental Hazards
Radiation Protection Division
Chilton, Didcot, Oxfordshire
OX11 0RQ

chiltoninformationoffice@hpa.org.uk

Tel: 01235831600
Fax: 01235833891

iii) Persons/Companies Involved in the compilation of this search

Below are the names and addresses of anyone involved in the compilation of this search:

Paul Marshall
6 Challenger Way
St Helen Auckland
Bishop Auckland
Co Durham
DL14 9EH

iv) Complaints Procedure

Information for customers

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

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

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

Complaints should be sent to:

Customer Services
Pali Ltd
2-4 Croxteth Avenue
Wallasey
Wirral
CH44 5UL

0151 691 1170
nicksnr@paliltd.com

Terms and Conditions

For the purpose of these terms and conditions any reference to 'Pali' means Pali Ltd, any Pali Franchise and any third party organisations, search agencies, associates or employees used during the course of legitimate business. Report means any Search or Information prepared in respect of the property. Property means the address or location supplied by the Customer or Client in the Order for the report. The Local Authority means the local authority referred to in the report. Customer means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the client. Client means the seller, buyer, potential buyer and lender in respect of the Property who is the intended recipient of the report and has an actual or potential interest in the property. We, us and our are references to Pali.

- Pali provides information and services relating to Property Searches carried out on properties in England and Wales only.
 - Search requests must be made via Hipview, fax, email or post/DX. A full postal address and location plan is required. If no plan is supplied Pali will accept no responsibility for any errors or omissions in the search which result from this.
 - All of Pali's third party organisations and search agencies work to the same contract and service level agreements.
 - Where the client requests 'copy documents' from the Local Authority, a fee will be charged. Pali undertakes to inform the client of any such information upfront.
 - Where the client requests additional Con 29 part II optional enquiries an additional fee will be charged. Pali undertakes to inform the client of the additional fees for obtaining such information upfront.
 - Pali aims to return all search results within ten working days. However, this may not always be feasible due to the Local Authority appointment systems or other reasons outside of Pali's control. Pali will not accept liability for any loss, financial or otherwise, incurred by the client, as result of delayed search results.
 - Search reports remain the property of Pali until agreed terms have been fulfilled.
 - Pali reserves the rights to withhold results until payment has been received.
 - Each search is deemed to be an individual contract governed by English Law.
 - Copies of this search report may be made for inclusion in a Home Information Pack, to comply with the provision in the Home Information Pack Regulations 2007 and the Housing Act 2004.
 - Any negligent or incorrect entry in the records searched remains the responsibility of the record holders as named in box A and Appendix ii. However please see below *
 - Pali will be liable for any negligent or incorrect interpretation of the records searched.
 - Pali will be liable for any negligent or incorrect recording of that interpretation in the search report.
 - Pali will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:
 - The information in the Report reflects that available to us on the date the report was produced.
 - The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.
- * Pali have insurance in place to meet the requirements of paragraphs 4 and 7 of Schedule 6 of the Home Information Pack (No 2) Regulations 2007 to protect the Client against negligence by us and with regard to information to be included in the Report.

Important Consumer Protection Information

This search has been produced by Pali Ltd Durham, 6 Challenger Way, St Helens, Bishop Auckland, County Durham, DL14 9EH which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

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

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: info@idrs.ltd.uk

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

www.propertycodes.org.uk

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





Personal Search (Residential) Insurance Policy

Schedule

Policy Number: GLPSIR300573/1146

Insurer Great Lakes Reinsurance (UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Authorised and regulated by the Financial Services Authority

Search Provider **PALI DURHAM LTD** , 6 CHALLENGER WAY, ST HELENS, BISHOP AUCKLAND, COUNTY DURHAM, DL14 9EH

Search Reference 119 - 001295

Property 3A Westoe Village , South Shields, Tyne and Wear

Postcode NE33 3DZ

Limit of Indemnity The Market Value as at the Inception Date together with any costs incurred with the written consent of the Insurer subject to a maximum of £2,000,000 for any one claim unless agreed in writing by the Insurer

Date of Search (Inception Date) 9th March 2010


M S Le Breton, Managing
Director, Conveyancing
Liability Solutions Ltd



Signed by Conveyancing Liability Services Limited
on behalf and with the authority of the Insurer.

Definitions

Where a word is defined below it shall carry the same meaning wherever it appears in bold text in this Policy.

You/Your

The person insured by this Policy. You may be:

- the seller of the Property
- a potential or actual buyer of the Property, and any subsequent buyer within 12 months of the inception date
- a lender providing a mortgage or remortgage in respect of the Property

We/Us/Our

The Insurer, Great Lakes Reinsurance (UK) PLC of Plantation Place, 30 Fenchurch Street, London EC3M 3AJ. Authorised and regulated by the Financial Services Authority

Search Provider

PALI DURHAM LTD being registered with IPSA, CoPSO, or the PCCB (as a subscriber to the Search Code)

Adverse Entry

Any entry or matter affecting the Property which:

1. should have been registered against the Property or any adjoining property on or before the Inception Date but which was not disclosed by the Search. (For the avoidance of doubt such entry or matter could be the subject of a No Answer Search Result).
2. was shown in the Search as being registered against the Property or any adjoining property but which either (a) should not have been disclosed due to such entry not forming part of the registers, or (b) should not have formed part of the registers of the Appropriate Authority at the Inception Date

Alternative Report

Either a new Search or any other subsequent report carried out by any provider in relation to the same enquiries raised in the Search

Appropriate Authority

The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search

Inception Date

The date of the Search as stated in the Schedule

Indemnity Period

From the Inception Date until the date of a subsequently obtained Alternative Report

Insured Use

Any proposed development, new build or continued use of the Property for residential purposes (with a maximum area of 0.5 acres for any one Property or 3 acres in total for any development site)

Limit of Indemnity

The Market Value as at the Inception Date together with any costs incurred with Our written consent subject to a maximum of £2,000,000 for any one claim unless agreed in writing by the Us prior to the Inception Date.

Loss

Any financial loss that You suffer or sustain solely and directly due to Your reliance on the Search subject to the terms, conditions and exclusions details in this Policy including costs of demolishing, altering or reinstating any part of the land to comply with any order made by an appropriate body. If You are the buyer this will include any reduction in the Market Value of the Property solely and directly attributable to an Adverse Entry together with any other costs incurred with Our consent

Market Value

The market value of the Insured's interest in the Property as determined by a surveyor acting as sole arbitrator who shall be appointed by agreement between You and the Insurer or in the absence of agreement by the President or next most senior available officer of the Royal Institution of Chartered Surveyors who will have the power (with the right to take such further advice as may reasonably be required) to determine and appoint the appropriate person or to arrange such person's appointment

No Answer Search Result

Where a specific enquiry confirms that any such record does not exist or is not available from any source and where:

- (i) the local authority has confirmed this in writing to the Search Provider and
- (ii) the Search Provider has provided a detailed explanation in the Search of the reason for such No Answer response

Official Search

A search carried out against the Property in forms LLC1 and Form Con 29 Part 1 or 2 Standard Enquiries of Local Authority (2002 Edition) or any official form(s) issued in substitution therefore carried out by the Appropriate Authority

Property

Any residential dwelling situated in England or Wales, the address of which is stated in the Schedule

Search

For sale/purchase transactions: The search carried out against the Property by the Search Provider providing the information required by Regulation 9(1) of the Home Information Pack Regulations 2007 in substitution of an Official Search and to which this Policy is attached

For remortgage transactions: The search carried out against the Property by the Search Provider as requested by the lender in substitution of an Official Search and to which this Policy is attached

Unavailable Search Result

Where an answer to a specific enquiry raised in the Search is not provided in the Search due solely and directly to the data not being available to the Search Provider

Cover

In consideration of payment of the Premium, We will indemnify You during the Indemnity Period against Loss which You may sustain solely and directly as a result of any Adverse Entry.

Mortgage Lender's Non-Invalidation Protection Clause

Any act, omission or misrepresentation by any party shall not affect or invalidate any claim made by a mortgage lender under this Policy unless such party acted on such mortgage lender's behalf or with their knowledge or consent.

Exclusions

1. We are not responsible for any loss that You suffer if at the Inception Date or subsequently:
 - a. the Property is used otherwise than in accordance with the Insured Use
 - b. the Property is not located in England and Wales
 - c. the Property exceeds 0.5 acres in size and/or the development site (if the Property is part of a development) exceeds 3 acres in size
2. We are not responsible for any loss that You suffer in respect of any Adverse Entry:
 - (i) disclosed in the Search;
 - (ii) which You were aware of or if You had knowledge or information of any matter fact or circumstance (other than notice of knowledge imputed to You by statute) at the Inception Date;
 - (iii) which first arose after the Inception Date;
 - (iv) which would not have been revealed in relation to any question or enquiry contained in the Search;
 - (v) which you became aware of after you chose not to purchase the Property (if You were a potential buyer and chose not to purchase the Property).
 - (vi.) resulting from a response defined or described as an Unavailable Search Result in any search produced for the purposes of production of a Home Information Pack in accordance with the Home Information Pack Regulations 2009
 - (vii.) resulting from any No Answer Search Result where:
 - a. the local authority has not confirmed in writing to the search Provider that any such record does not exist or is not available from any source and
 - b. the Search Provider has not provided a detailed explanation in the Search of the reason for such No Answer response.
3. We are not responsible for any costs that You incur after you become aware of an Adverse Entry unless We have agreed to them in writing before You incur them or unless You were contractually bound in respect of those costs before you became aware of the Adverse Entry.
4. We are not responsible for any loss that You suffer relating to clean-up costs, fines or financial penalties which arise directly or indirectly from any form of contamination or pollution of the Property or any part thereof howsoever arising other than where such costs are incurred with the consent of the Insurer in mitigating a loss as a result of an Adverse Entry resulting from an Unavailable Search Result in respect of Con 29 Part 2 search result 3.12 (b) (i).
5. We are not responsible for any loss that You suffer which arises from a consequential loss of whatever nature which shall be deemed to include any interest levied by a mortgage lender directly arising out of any penalty clause in any legal charge, form of security or mortgage deed in relation to the Property.

General Conditions

1. This Policy shall be governed by and construed in accordance with the laws of England and Wales.
2. You cannot transfer the benefits of this Policy to anyone else. However, if You die during the Indemnity Period, We agree that the benefits will pass to your estate and beneficiaries.

Claims Conditions

1. We will not pay more than the Limit of Indemnity in total in relation to any or all claims under this Policy in relation to reduction in Market Value of Your interest in the Property together with costs and expenses covered by this Policy. You cannot claim the benefit of more than one Policy in relation to the Property.
2. If You receive information about any claim or Loss or any circumstance for which We may be responsible under this Policy, You must contact Us as soon as possible with full details, including a copy of the original Search, this Policy, and the document that reveals an Adverse Entry. This must be no later than 90 days after the insured becomes aware of the issue. 3. You must not make any offer, promise or payment or incur any costs or expenses unless We have agreed to this in writing.
4. You agree to do and permit to be done all things reasonably practicable to minimise Loss under this Policy as We may reasonably require. We will be responsible for any expenses incurred in connection with this condition.
5. In the event of any claim or Loss or any circumstance for which We may have a liability under this Policy We shall have full discretion in the conduct of any claim. We may at Our discretion and at any time:
 - (i) pursue or defend any action at law or otherwise or make an application to a court of competent jurisdiction in Your name of and on Your behalf;
 - (ii) pay You an amount up to the Limit of Indemnity or any lesser amount for which a claim can be settled;
 - (iii) make a settlement out of court in Your name or on Your behalf;
 - (iv) pay or otherwise settle with You the amount of Loss provided for under this Policy.
6. We may at Our discretion and at Our own cost make settlement with parties other than You and may take any other action which We consider necessary to prevent or minimise Our loss whether or not We are liable under the terms of this Policy and by so doing We will not be taken to have conceded any liability or waived any of the terms or conditions contained herein.
7. If there is a claim under this Policy, We have the right to instruct a surveyor to assess the Market Value of the Property.
8. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in force at the time. Where referral to arbitration is made under this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.
9. We shall not be liable for any loss which is recoverable under a household buildings insurance policy or any other policy of insurance in respect of the Property.
10. If You deliberately make a false claim, We will cancel Your interest in this Policy and will not make any payment for such claim.
11. We shall have no further liability to You under this Policy:
 - (i) if We settle a claim with You under this Policy,
 - (ii) once the Indemnity Period comes to an end provided that the subsequently obtained Alternative Report does not contain an Adverse Entry, or
 - (iii) once the Limit of Indemnity has been exhausted.
12. Where there is financial compensation in respect of an agreed loss provided by the Insurer, this will be provided within 30 days of its final determination

Cancellation Rights

You may cancel this Policy by returning the Policy document within 14 days of the Inception Date. If you do have any reason to cancel this Policy, please contact the **Accounts Department at Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Email: accounts@clsl.co.uk, Tel: 0870 013 0872, Fax: 0870 013 0190.** We reserve our rights on refunding any premium if you have made a claim on this policy. If no claim has been made we will fully refund any premium paid and cancel the Policy from the Inception Date. If you cancel this Policy, you may be in breach of the terms of your mortgage or the terms for the sale of the Property.

Making a Claim

Please write with details of any circumstances likely to give rise to a claim under this Policy to **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU or Davies Managed Systems, 2nd Floor, East Court, Riverside Park, Campbell Road, Stoke-on-Trent ST4 4DA. Tel: 0844 856 2035 Fax: 0844 856 2005** enclosing a copy of the Policy. Please be aware of Conditions 1, 4, 5 and 6 of this Policy.

Complaints Procedure

We aim to provide an excellent service. If you have any cause for complaint you should, in the first instance, contact us at: **Conveyancing Liability Solutions Limited at Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU. Tel: 0870 013 0872 Fax: 0870 013 0190.** Please quote the details of the policy (surname and initials, policy number, property address etc). If the matter is not resolved to your satisfaction, please write to:

The Compliance Officer of Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ Tel: 020 3003 7000 Fax: 020 3003 7010

If you are still dissatisfied then you may be able to refer to The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR Tel: 0845 080 1800 or email at: complaint.info@financial-ombudsman.org.uk

Financial Service Compensation Scheme (FSCS)

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme (FSCS) You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations. The FSCS will meet the first £2,000 of your claim in full plus 90% of the balance without any upper limit. Further details can be obtained from www.fscs.org.uk or you may contact the FSCS on 020 7892 7300 for further details.

How we will use your data

Conveyancing Liability Solutions Limited holds data in accordance with the Data Protection Act 1998. It may be necessary for us to pass data to other organisations that supply products and services associated with this contract of insurance. In order to verify information and to prevent and detect fraud, we may share information you give us with other organisations and public bodies, who access and update various databases, including those held by the Police. If you give us false or inaccurate information and we suspect fraud, we will record this and the information will be available to other organisations that have access to the database(s). We can supply details of the databases we access or contribute to, on request.



Statutory Disclosure Notice

To the intermediary

This document must be revealed to the ultimate policyholder (including any lender's interest) before the conclusion of the insurance contract.

If you are a Solicitor, Licensed Conveyancer or Legal Executive, you should disclose this document to your client and/or their lender and/or the purchaser's legal representatives for the benefit of their client and/or lender prior to the conclusion of the insurance contract.

To the policyholder

Who are we?

Conveyancing Liability Solutions Limited is a specialist insurance intermediary, who arranges conveyancing and property title indemnity insurance. We can be contacted at: **Conveyancing Liability Solutions Limited, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU, 0870 013 0872, fax 0870 013 0190, email to: enquiries@clsl.co.uk.**

Whose policies we offer?

We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FSA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.

What services do we provide?

We assume that you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.

Payment for our services

Conveyancing Liability Solutions Limited will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.

Our regulatory status

Conveyancing Liability Solutions Limited is authorised and regulated by the Financial Services Authority. Our Reference Number is 315295. Our permitted business is arranging non-investment insurance contracts. You can check this on the FSA Register by visiting their website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

What the Financial Services Authority is

The FSA is an independent body that regulates the financial services industry (including general sales and administration) in the UK. The FSA requires that we provide this document for your information.

The FSA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.

What to do if you have a complaint

If you have any cause for complaint you should, in the first instance, write to us at: **Conveyancing Liability Solutions Ltd, Suite 39, 40 Churchill Square, Kings Hill, West Malling, Kent, ME19 4YU.**

Tel: 0870 013 0872, Fax: 0870 013 0190. Please quote the details of the policy (surname and initials, policy number, property address etc).



Drainage & Water Enquiry

In response to the enquiry for drainage and water information, this search report was prepared following examination of Northumbrian Water Limited's records and other summary records derived from the original. Northumbrian Water Limited is responsible for the accuracy of the information contained within the search report.

Northumbrian Water Limited has carried out enquiries into the property address below, in accordance with its Terms and Conditions of sale which are set out in Appendix 2.

3A WESTOE VILLAGE
SOUTH SHIELDS
NE33 3DZ

Question 1 Interpretation of Drainage and Water Search.

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

Question 2 Enquiries and Responses

The records were searched by:

of Northumbrian Water.

Who has no, nor is likely to have, any personal business relationship with any person involved in the sale of the property.

The report was completed by:

of Northumbrian Water.

Who has no, nor is likely to have, any personal business relationship with any person involved in the sale of the property.

This was requested on 08/MAR/2010 and completed on 10/MAR/2010 and complies with the requirements of Statutory Instrument 2007 No 1667 - Schedules 6 and 8 to Regulation 8(I) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The person liable in each of the following events is Northumbrian Water Limited

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



All correspondence including any queries about the preparation of this search report, or formal complaints should be directed to Northumbrian Water Property Solutions Team Leader, who can be contacted as follows.

Northumbrian Water Property Solutions, Head Office, Abbey Road, Pity Me, Durham, DH1 5FJ.

DX 717042, Durham 15.

Email propertysolutions@nwl.co.uk, telephone number 0870 2417 408 and fax number 0870 2417 409

Northumbrian Water Limited (NWL) offers staged, robust and uniformly efficient procedures to ensure that customers receive support in the event of any query or complaint.

Northumbrian Water Property Solutions guaranteed standards and complaints procedure

As a minimum standard Northumbrian Water Property Solutions will -

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



Question 3

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.

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

Question 4

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

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

1. 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 which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
2. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

Question 5

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

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

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

Question 6

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



such an agreement?

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

1. This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer
2. Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
3. Please note this could relate to a piece of land that is not part of an established development and is not subject to an adoption agreement.

Question 7

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

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

Please be aware that there may be public sewers, disposal mains or lateral drains situated, that could infringe within the boundaries of the property, which are shown on the sewer map as being outside the boundary.

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

Question 8

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

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

1. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
2. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

Question 9

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

There are no records in relation to any approval or consultation about plans to



erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

Question 10

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

A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

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

Question 11

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

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

1. This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to the mains water supply.
2. Please note this could relate to a piece of land and is not subject to an adoption agreement.

Question 12

Who are the sewerage and water undertakers for the area?

Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR is the sewerage undertaker for the area, and Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR is the water undertaker for the area.

Question 13

Is the property connected to mains water supply?

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

Question 14



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

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

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

Question 15

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");

1. Water and sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request.

Question 16

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

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

1. Water and sewerage companies full charges are set out in their charges schemes which are available from the company free of charge upon request.
2. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: Watering the garden, other by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.
3. Where charges are levied to a third party, the occupier needs to contact the vendor to confirm charging arrangements.

Question 17

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £37.80 for each financial year.

1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
2. Where surface water charges are payable but the property owner believes that surface water does not drain to the public sewerage system, application can be made to the water company to review the charging situation.

Question 18

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 located within the dwelling-house which is or forms part of the property, and in particular is located in garage.



Question 19

Who bills the property for sewerage services?

The property is billed for sewerage services by:
Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR
0845 733 5566
www.nwl.co.uk

Question 20

Who bills the property for water services?

The property is billed for water services by:
Northumbrian Water Limited, PO Box 300 Durham DH1 9ZR
0845 733 5566
www.nwl.co.uk

Question 21

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

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

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
2. "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
3. "At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the 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.
4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the at Risk register.
5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
6. Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
7. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.

Question 22

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



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

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

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

3. The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.
The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.
For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

4. 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 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 PRVs or booster pumps); Fire fighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

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

Question 23

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

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

Question 24

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

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

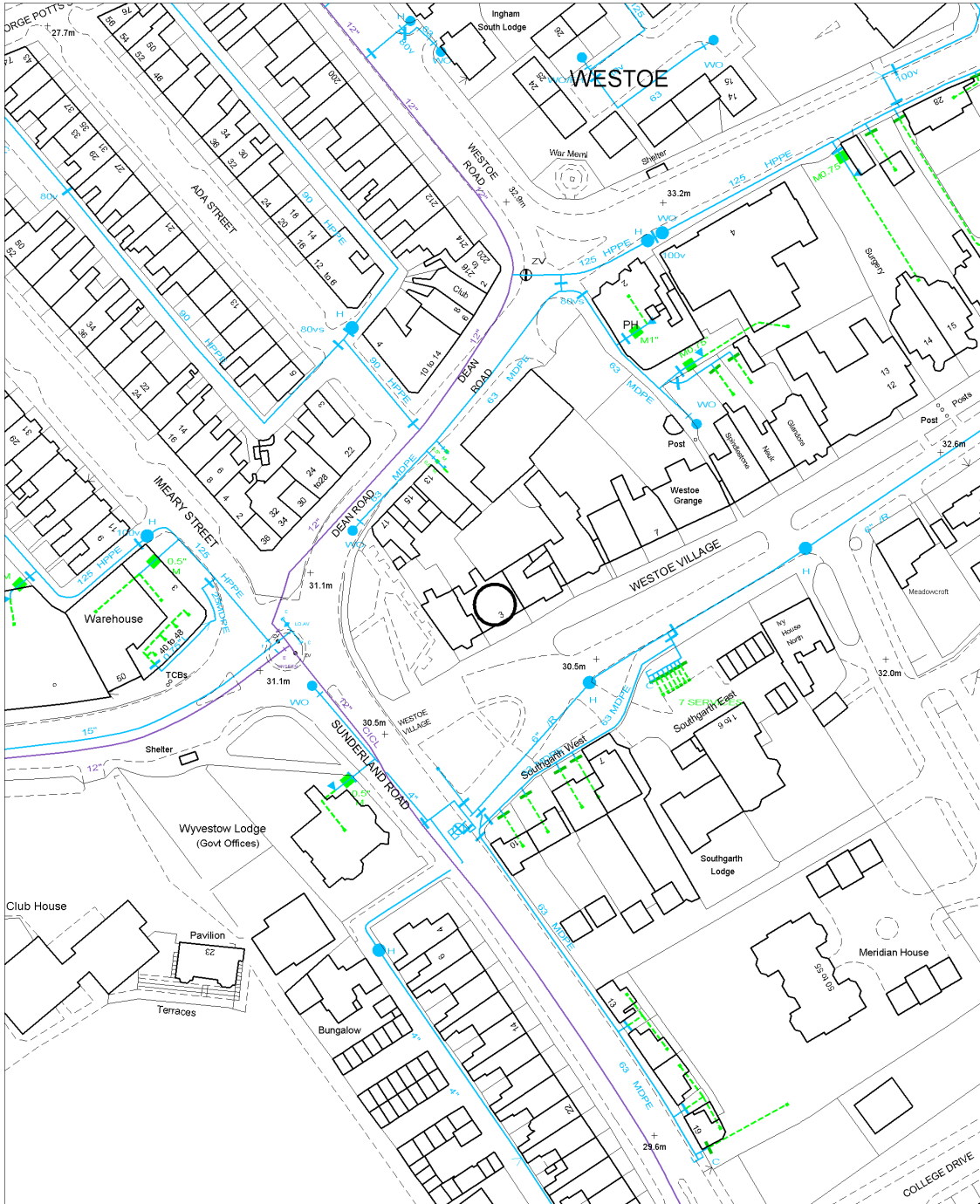
Question 25



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

The nearest sewage treatment works is 1.48 kilometres North Westerly of the property. The name of the sewage treatment works is East Holburn Stw.

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

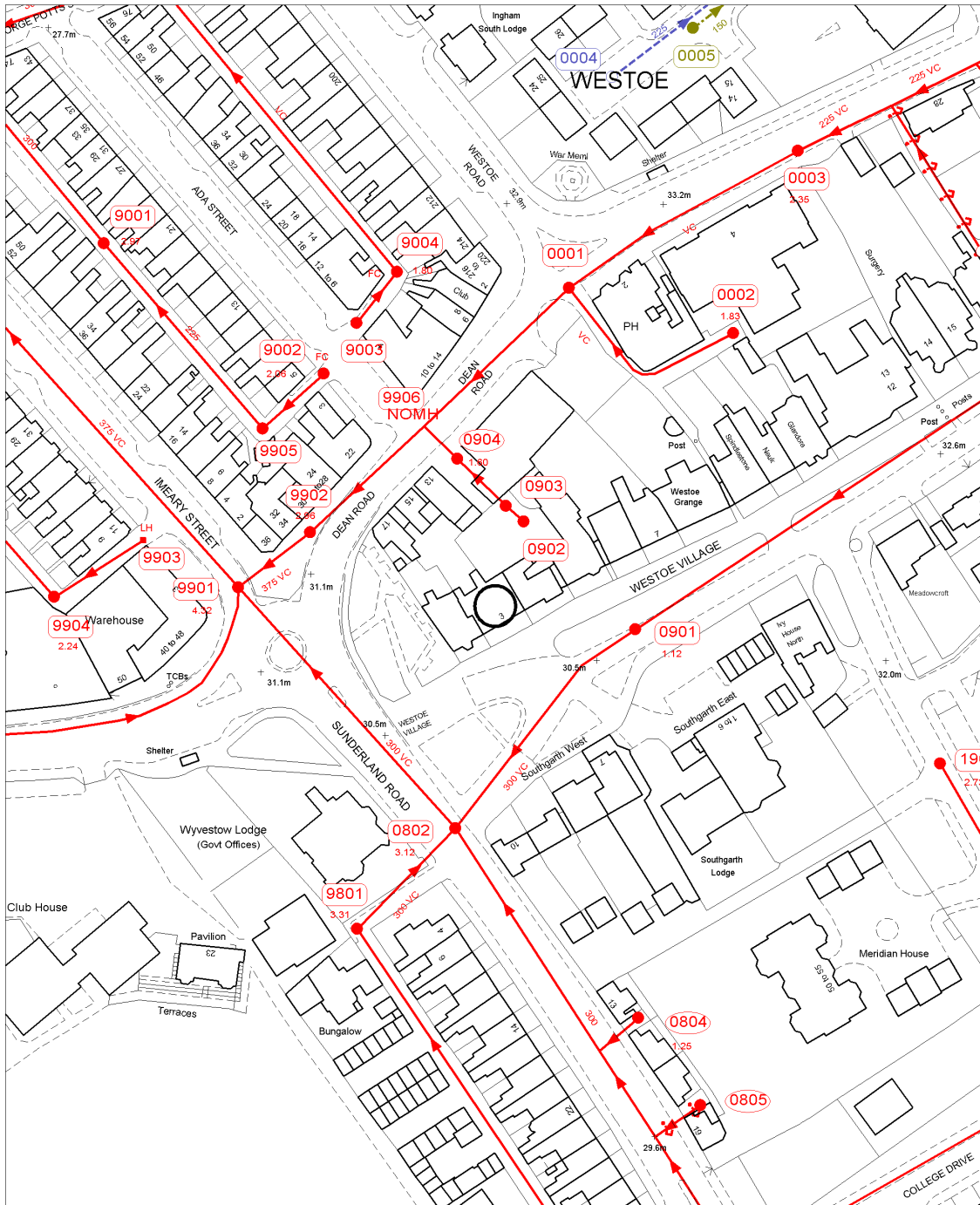


Distribution Main	Private Main	Reference No: 1295
Raw Water Main	Out of Commission Main	
Trunk Main	Abandoned Asbestos Main	
Proposed Main	Abandoned Main	

Author : SCANN Date : 08-03-2010
 Title : WATER - '832299' Sheet: NZ3765NW
 Centre Point : 437011,565953 Scale : Not to scale

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WARNING: Where indicated on the plan there could be abandoned asbestos cement materials or shards of pipe. If excavating in the vicinity of these abandoned asbestos cement materials, the appropriate Health & Safety precautions should be taken. Northumbrian Water accepts no liability in respect of claims, costs, losses or other liabilities which arise as a result of the presence of the pipes or any failure to take adequate precautions.
 Emergency Telephone Number: 0845 717 1100





	Combined		Private		Abandoned	Reference No:	1295
	Foul		Highway Drain		Manhole		
	Surface Water		Rising Main		Pumping Stn		
	Watercourse		Backdrop		Adoption Agreement		

Author : SCANN Date : 08-03-2010
 Title : SEW - '832299' Sheet: NZ3765NW
 Centre Point : 437011,565953 Scale : Not to scale

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WARNING: Where indicated on the plan there could be abandoned asbestos cement materials or shards of pipe. If excavating in the vicinity of these abandoned asbestos cement materials, the appropriate Health & Safety precautions should be taken. Northumbrian Water accepts no liability in respect of claims, costs, losses or other liabilities which arise as a result of the presence of the pipes or any failure to take adequate precautions.
 Emergency Telephone Number: 0845 717 1100



Appendix 1 Statutory Instrument 2007 No 1667 - Housing, England and Wales - The Home Information Pack Regulations 2007.

1. Interpretation

In this Schedule-

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

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

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

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

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

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

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

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

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

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

(b) is not a public sewer;

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

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

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

"lateral drain" means-

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

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

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

"maintenance period" means the period so specified in an adoption agreement as a period of time-

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

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

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

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

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that undertaker-

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

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

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

(d) otherwise;

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

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

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

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

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

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

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

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



- "water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;
- "water supplier" means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;
- "water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and
- "Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.
- (2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.
- (a) 1991 c. 56.
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2001/3911. These Regulations apply in relation to Wales.
- (d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.
- (e) Various amendments have been made to Sections 102 and 104 by Section 96 of the Water Act 2003.
- (f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.
- (g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.
- (h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.
- (i) 1989 c. 15.
- (j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.
- (l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003



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 Northumbrian Water Limited producing the Report.

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

3.2 Where a report is requested for an address falling within a

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

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. 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 but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

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

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

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

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

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

Residential DW Terms and Conditions - HIPs Revisions - Version 1.3

Borland & Sons Ltd

Accredited Energy Efficiency Assessors & Home Information Packs

Complaints Procedure

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

We will:

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

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

Complaints should be sent to:

**Customer Services
Borland & Sons Ltd
50 Fawdon Lane
Gosforth
Newcastle Upon Tyne
NE3 2AD
Tel:0191 213 5330
Email:info@borlandandsons.co.uk**

Borland & Sons Ltd

**Accredited Energy Efficiency Assessors
&
Home Information Packs**

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