Home Information Pack

Yew Tree Cottage

Llanvihangel Crucorney
ABERGAVENNY
Monmouthshire
NP7 8DH













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Home Information Pack Index

Yew Tree Cottage Llanvihangel Crucorney ABERGAVENNY Monmouthshire NP7 8DH

About this form:

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

PART 1 - General - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and
			further date by which the document is expected.
Index			
Property Information Questionnaire	27/05/2009	Included	
Energy Performance Certificate	19/05/2009	Included	
Predicted Energy Assessment		Not Applicable	
Sustainability information for newly built homes		Not Applicable	
Sale Statement	20/05/2009	Included	
Title information			
Official copy of the individual register (for registered properties only)	19/05/2009	Included	
Official copy of the title plan (for registered properties only)	19/05/2009	Included	
Certificate of official search of the index map (for unregistered properties only)		Not Applicable	
Documents provided by seller to prove title (for unregistered properties only)		Not Applicable	
Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession		Not Applicable	
Search Reports			
Local Authority and Local Land Charges	04/06/2009	Included	
Drainage and Water Enquiries	28/05/2009	Included	

Part 2 - Commonhold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
Land Registry individual register and title plan for common parts		Not Applicable	
Land Registry copy of commonhold community statement		Not Applicable	
Management rules and regulations outside the commonhold community statement		Not Applicable	
Requests for payment towards commonhold assessment for the past 12 months		Not Applicable	
Requests for payment towards reserve fund for the past 12 months		Not Applicable	
Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)		Not Applicable	
Name and address of managing agents and/or other manager (current and any proposed)		Not Applicable	
Amendments proposed to the commonhold community statement, and other rules		Not Applicable	
Summary of works affecting the commonhold (current and any proposed)		Not Applicable	
Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months		Not Applicable	

Part 3 - Leasehold properties - Required Documents

Home Information Pack document	Date	Inclusion Status	If it is a required document for your property: Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) Reason why not included; Steps being taken to obtain it; Date when it is expected to be obtained; Any reason for further delay and further date by which the document is expected.
The lease, being either: an "official" copy the original lease or a true copy of it; or an edited information document		Not Applicable	
Management rules and regulations outside the lease		Not Applicable	
Summaries or statements of service charges for past 36 months		Not Applicable	
Requests for payment towards service charges for the past 12 months		Not Applicable	
Request for payment towards ground rent for the past 12 months		Not Applicable	
Requests for payment for building or personal insurance for the past 12 months (if separate to service charges or ground rent)		Not Applicable	
Name and address of landlord (current and any proposed)		Not Applicable	
Name and address of managing agents or other manager (current and any proposed)		Not Applicable	
Amendments proposed to:		Not Applicable	
Summary of works or long term agreement affecting the property (current and any proposed)		Not Applicable	
Proposed lease (new properties)		Not Applicable	
Estimate of service charges, ground rent and insurance payments (building and personal) expected during the 12 months after completion (new properties)		Not Applicable	

PART 4 - Authorised Documents

Home Information Pack document	Date	Inclusion Status	Further Information
Home Condition Report		Not Applicable	
Floor Plan		Not Applicable	
Land Registry copies of documents referred to in the individual register		Not Applicable	
Legal Summary		Not Applicable	
Other commonhold information		Not Applicable	
Other leasehold information		Not Applicable	
Uncommenced new homes warranty with cover note		Not Applicable	
Commenced new homes warranty		Not Applicable	
Other warranties		Not Applicable	
Report on a property not physically complete		Not Applicable	
Evidence of safety, construction, repair or maintenance		Not Applicable	
Radon gas		Not Applicable	
Common land		Not Applicable	
Mining		Not Applicable	
Other extractions		Not Applicable	
Environmental Report		Not Applicable	
Flood risk		Not Applicable	
Telecommunications		Not Applicable	
Utilities		Not Applicable	
Transport		Not Applicable	
Repairing liabilities		Not Applicable	
Other search reports for the property		Not Applicable	
Search reports for other properties		Not Applicable	
Translations of pack documents		Not Applicable	
Additional versions of any pack document in another format such as Braille or large print		Not Applicable	

Summary or explanation of any pack document	Not Applicable	
Information identifying the property including a description, photograph, map, plan or drawing of the property	Not Applicable	
Information identifying the persons involved in providing the pack document or information within a pack document	Not Applicable	
Additional relevant information	Not Applicable	

Home Information Pack

The information provided by the seller described below only relates to the period during which the seller has owned the property.

Property address	YEW TREE COTTAGE LLANVIHANGEL CRUCORNEY HONHOUTHSHIKE NPT & DIH		
Seller(s)	PETER R. LONG BILLIAN 1.3. LONG		
Date this form is completed	MAY 26, 2009		

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 that:

- 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 that:

- 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 that:

 The 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.

PAR	T 1: ALL PROPERTIES			
1.	When was the property purchased (Month/Year)?	AUG	UST, 190	14
2.	Is your property a listed building or contained within a listed building?	Yes	No	Don't know
3.	What Council tax band is the property in?	А В	C D E	F 🕝 Н
4.	What parking arrangements exist at your property?	Drivet On str Resid Meter	ated parking space way	
Othe	r issues affecting the property			
5.	Has there been any damage to your property as a result of storm or fire since you have owned it? If "Yes", please give details:	Yes	No	Don't know
6.	If you have answered "Yes" to Question 5, was the damage the subject of an insurance claim?	Yes	No	Don't know
(a)	If "Yes", please state whether any of these claims are outstanding:			
7.	Are you aware of any flooding at your property since you have owned it or before?	Yes	No	
(a)	If "Yes", please give details:			
			2	

(a) (b)	Have you checked the freely available flood risk data at the Environment Agency's website? www.environment-agency.gov.uk/flood If "Yes", please give details: If "No", the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	Yes	No	Don't know
9.	Has there been any treatment of or preventative work for dry rot, wet rot, or damp in the property since you have owned the property?	Yes	No	Don't know
(a)	If "Yes", please give details of any guarantees relating to the work and who holds the guarantees:	NONE		
Utilit	ies and Services		10 10 10 10 10	SECTION AND
10.	Is there a central heating system in your property?	Yes	No	Don't know
(a)	If "Yes", please give details of the type of central heating: (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum)	LIQUID	BAS PETRO	DLEUM
11.	When was your central heating or other primary heating system last serviced?	X Repor	t available necked know	800
12.	When was the electrical wiring in your property last checked?		t available necked know	

13.	Please indicate which services are connected to your property:	Gas Wa Dra If n ind sep X Tel	ctricity s ter mains or private wate ninage to public sewer ot connected to a public icate whether there will b otic tank: ephone ble TV or satellite oadband	sewer, please
Char	nges 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?	Yes	No	Don't know
(a)	If "Yes", please give details of the nature of the work:	REMOVE	AL PARTITION ED TO CONVER OMS IN TO O	7700
(b)	Was building regulation approval obtained?	Yes	REQUIRED	Don't know
(c)	Was planning permission obtained?	Yes No7	REQUIRED	Don't know
(d)	Was listed building consent obtained?	Yes NDT	ZEOUZO)	Don't know
(e)	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"):	NOT	REQUIZED	
15.	Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes	No	Don't know
(a)	If "Yes", please give details of changes and guarantees, if held:			

Acc	ess Maria de la companya de la comp		SE HER WELLER	
16.	Do you have right of access through any neighbouring homes, buildings or land?	Yes	No	Don't know
	If "Yes", please give details:			
17.	Does any other person have a right of access through your property?	Yes	No	Don't know
	If "Yes", please give details:			
Leas	ehold properties			
18.	Is your property a leasehold property?	Yes	No	Don't know
	If "Yes", please complete Part 2 of this questionnaire. If "No", there is no need to complete Part 2 of this questionnaire.			
	(40)			

PART 2: ADDITIONAL INFORMATION FOR 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.

19.	What is the name of the person or organisation to whom you pay -			
(a)	ground rent:			
(b)	service charges (if different from Question (a) above):			
20.	How many years does your lease have left to run?			
21.	How much is your current annual ground rent?			
22.	How much is your current annual service charge?			
23.	How much is your current annual buildings insurance premium (if not included in the service charge)?			
24.	Are you aware of any proposed or ongoing major works to this property?	Yes	No	
(a)	If yes, what type of works are they and what is the expected cost relating to this property (if known)?			
25.	Does the lease prevent you from:			
(a)	sub-letting?	Yes	No	Don't know
(b)	keeping pets?	Yes	No	Don't know
26.	Does the lease allow you to:			
(a)	use a car park or space?	Yes	No	Don't know
(b)	have access to a communal garden (where applicable)?	Yes	No	Don't know

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?	Yes	No	Don't know	
(a)	If "Yes", please specify:				
EXP	LANATORY NOTES TO NUMBER ITEMS				
19.	The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company - you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.				
20.	The number of years is calculated by taking the and deducting the number of years that have e	e original numbe xpired since the	er of years the lease was first grant	was granted for ted.	
21.	This information will be found in the lease.			Battle titlet Westerlin	
22.	This information should be found on the previous	ous year's servi	e charge demands.		
24.	Leaseholders should have been notified of this their contribution towards the work exceeds £2	as part of the r	equired consultation	process where	
by th	se note: All leaseholders should have their own e mortgage lender or the conveyancer who han ned from the Land Registry - www.landregister e able to provide a copy of the lease.	dled the purchas	se. A copy can norm	ally be	
Date:					

Home Information Pack

Energy Performance Certificate

Energy Performance Certificate

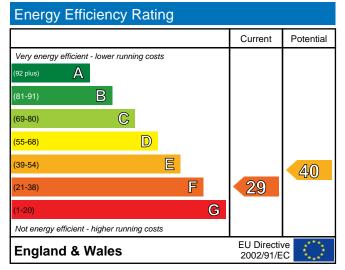


Yew Tree Cottage Llanvihangel Crucorney ABERGAVENNY Gwent NP7 8DH Dwelling type: Detached house
Date of assessment: 19 May 2009
Date of certificate: 19 May 2009

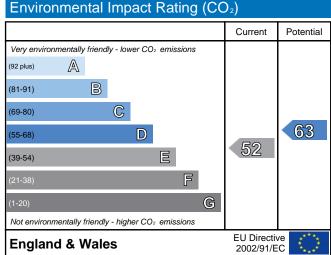
Reference number: 8311-6225-5980-3471-5092

Total floor area: 226 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 a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

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

	Current	Potential
Energy use	227 kWh/m² per year	179 kWh/m² per year
Carbon dioxide emissions	9.8 tonnes per year	7.6 tonnes per year
Lighting	£113 per year	£113 per year
Heating	£1912 per year	£1492 per year
Hot water	£354 per year	£268 per year

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

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



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

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

About this document

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

Assessor's accreditation number: BREC200125 Assessor's name: Simon Evans

Company name/trading name: Green Energy Matters Europe Ltd Unit 2, Carlton Drive, Pen-y-fan

Industrial Estate, Crumlin, Gwent, NP11 4EA

Phone number: 0845 0945 192 Fax number: 0845 0945 196

E-mail address: customerservices@ukgem.co.uk

Related party disclosure:

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

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

About the building's performance ratings

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

Not all buildings are used in the same way, so energy ratings use 'standard occupancy' assumptions which may be different from the specific way you use your 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 in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

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

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

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

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

QSapDesktop 6.7.2 (SAP 9.82)

Recommended measures to improve this home's energy performance

Yew Tree Cottage Llanvihangel Crucorney ABERGAVENNY Gwent NP7 8DH Date of certificate: 19 May 2009

Reference number: 8311-6225-5980-3471-5092

Summary of this home's energy performance related features

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

Elements	Description	Current performance Energy Efficiency Environmenta	
Walls	Granite or whin, as built, no insulation (assumed) Cavity wall, filled cavity	Very poor Good	Very poor Good
Roof	Pitched, 200 mm loft insulation	Good	Good
Floor	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, LPG	Very poor	Average
Main heating controls	Programmer, TRVs and bypass	Poor	Poor
Secondary heating Room heaters, wood logs		-	-
Hot water From main system		Very poor	Average
Lighting Low energy lighting in all fixed outlets		Very good	Very good
Current energy efficiency	Current energy efficiency rating		
Current environmental in		E 52	

Low and zero carbon energy sources

The following low or zero carbon energy sources are provided for this home:

· Biomass secondary heating

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance rating Energy efficiency	s after improvement Environmental
1 Upgrade heating controls	£145	F 32	D 55
Sub-total	£145		
Higher cost measures			
2 Replace boiler with Band A condensing boiler	£362	E 40	D 63
Total	£507		
Potential energy efficiency rating	E 40		
Potential environmental impact (CO ₂) rating			D 63

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.

3 Solar water heating	£51	E 42	D 64
4 50 mm internal or external wall insulation	£307	E 51	C 70
5 Solar photovoltaic panels, 2.5 kWp	£159	D 56	C 75
6 Wind turbine £47		D 57	C 76
Enhanced energy efficiency rating		D 57	
Enhanced environmental impact (CO ₂) rating			C 76

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 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)

2 Band A condensing boiler

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

3 Solar water heating

A solar water heating panel, usually fixed to the roof, uses the sun to pre-heat the hot water supply. This will significantly reduce the demand on the heating system to provide hot water and hence save fuel and money. The Solar Trade Association has up-to-date information on local installers and any grant that may be available.

4 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.

5 Solar photovoltaic (PV) panels

A solar PV system is one which converts light directly into electricity via panels placed on the roof with no waste and no emissions. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Photovoltaic Association has up-to-date information on local installers who are qualified electricians and on any grant that may be available. Planning restrictions

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

may apply in certain neighbourhoods and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance.

6 Wind turbine

A wind turbine provides electricity from wind energy. This electricity is used throughout the home in the same way as the electricity purchased from an energy supplier. The British Wind Energy Association has up-to-date information on suppliers of small-scale wind systems and any grant that may be available. Planning restrictions may apply and you should check this with the local authority. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is appropriately qualified and registered as such with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Wind turbines are not suitable for all properties. The system's effectiveness depends on local wind speeds and the presence of nearby obstructions, and a site survey should be undertaken by an accredited installer.

What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure 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.

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

Home Information Pack

Sale Statement

Sale statement for

Yew Tree Cottage, Llanvihangel Crucorney, ABERGAVENNY, Monmouthshire, NP7 8DH

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.
- I 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.

	Statement
1. Is the property a flat or a house?	Flat (incl.maisonette)
	4 House (incl.bungalow)
If it is a flat, what type of building is it in?	Purpose built block
15 16 111 :	Converted house
	Conversion of commercial premises
3. The property is (or will be):	4 Freehold
	Leasehold starting (or likely to start) from and with years left on the lease
	Share of Freehold starting (or likely to start) from and with years left on the lease
	Commonhold starting (or likely to start) from and with years left on the lease
The title to the interest in the property being sold is:	4 The whole of a registered estate
property being sold is.	Part of a registered estate
	The whole of an unregistered estate
	Part of an unregistered estate
5. Name(s) of seller	Mr P Long

6. The capacity of the seller	4 The owner or owners
	A Representative with the necessary authority to sell the property for an owner who has died
	A Representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)
	Other (please give details):
7. The property is being sold:	4 With vacant possession
	Section 171(2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:

Report Date: 20th May 2009

Home Information Pack

Official Copy of the Individual Register (for registered properties only)

The electronic official copy of the register follows this message.

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

Mae'r copi swyddogol electronig o'r gofrestr yn dilyn y neges hon.

Sylwch mai hwn yw'r unig gopi swyddogol a ddarparwn. Ni fyddwn yn darparu copi swyddogol papur.









Official copy of register of title Copi swyddogol o gofrestr teitl

Title number / Rhif teitl WA442421

Edition date / Dyddiad yr argraffiad 12.10.2004

- This official copy shows the entries on the register of title on 19 May 2009 at 09:17:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 19 May 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A guide to the information we keep and how you can obtain it.
- This title is dealt with by Land Registry Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 19 May 2009 am 09:17:16.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 19 May 2009.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl gweler gwefan y Gofrestrfa Tir www.cofrestrfatir.gov.uk neu Gyfarwyddyd Cyhoeddus 1-Cyfarwyddyd i'r wybodaeth rydym yn ei chadw a sut y gallwch ei chael.
- Gweinyddir t teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

A: Property Register / Cofrestr Eiddo

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

Mae'r gofrestr hon yn disgrifio'r tir a'r ystad a gynhwysir yn y teitl.

MONMOUTHSHIRE/SIR FYNWY

1 (25.10.1988) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Yew Tree Cottage, Llanvihangel Crucorney, Abergavenny, (NP7 8DH).

B: Proprietorship Register / Cofrestr Perchnogaeth

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Mae'r gofrestr hon yn nodi'r math o deitl ac yn enwi'r perchennog. Mae'n cynnwys unrhyw gofnodion sy'n effeithio ar yr hawl i waredu.

Title absolute/Teitl llwyr

1 (04.10.1994) PROPRIETOR: PETER ROBERT LONG and GILLIAN IDA BLUETT LONG of Yew Tree Cottage, Llanvihangel Crucorney, Abergavenny NP7 8DH.

End of register / Diwedd y gofrestr





Home Information Pack

Official Copy of the Title Plan (for registered properties only)

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 19 May 2009 shows the state of this title plan on 19 May 2009 at 09:17:36. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

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

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Dyma'r nodiadau y cyfeirir atynt ar y copi swyddogol canlynol.

Mae'r copi swyddogol electronig o'r cynllun teitl yn dilyn y neges hon.

Sylwch mai dyma'r unig gopi swyddogol y byddwn yn ei ddarparu. Ni fyddwn yn darparu copi swyddogol papur.

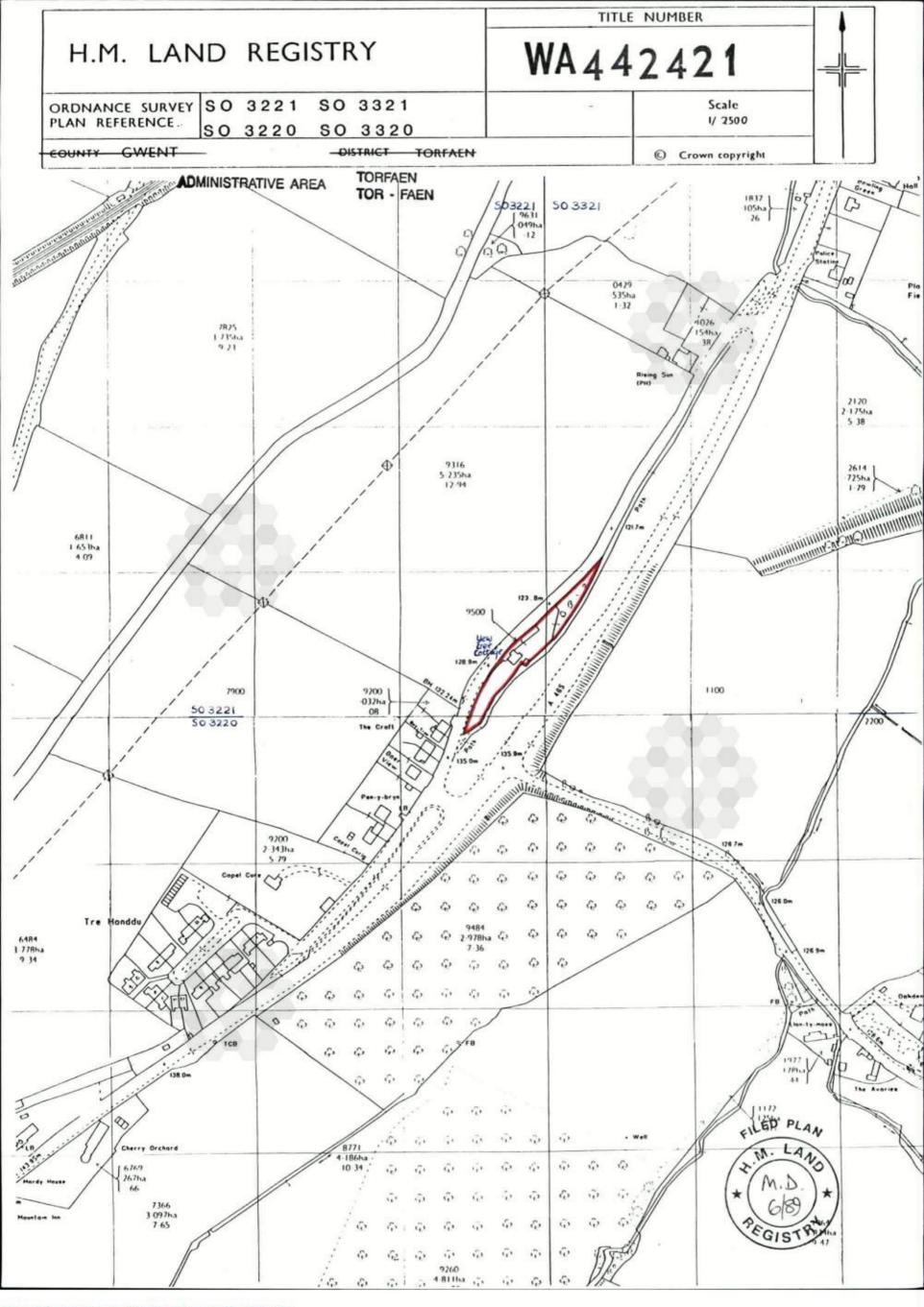
Anfonwyd y copi swyddogol hwn yn electronig a phan gaiff ei argraffu ni fydd i raddfa. Gallwch gael copi swyddogol papur trwy archebu un o'r Gofrestrfa Tir.

Mae'r copi swyddogol hwn a gyhoeddir ar 19 Mai 2009 yn dangos sefyllfa'r cynllun teitl hwn ar 19 Mai 2009 am 09:17:36. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweler Cyfarwyddyd Cyhoeddus 19 - Cynlluniau Teitl a Therfynau.

Gweinyddir y teitl hwn gan Gofrestrfa Tir, swyddfa Cymru.

© Hawlfraint y Goron. Cynhyrchwyd gan y Gofrestrfa Tir. Gwaherddir atgynhyrchu'r cyfan neu ran heb ganiatâd ysgrifenedig blaenorol yr Arolwg Ordnans. Rhif Trwydded 100026316.





Home Information Pack

Local Authority and Local Land Charges



Personal Search Report

For the attention of: Parrys Property (Abergavenny) LLP (Hips)

Company Name: RG - RGC

Your Ref: Yew Tree Cottage

Our Ref: 5550628

Property Address: Yew Tree Cottage

Yew Tree Cottage Llanvihangel

Llanvihangel Crucorney

Abergavenny Gwent

NP78DH

Search Prepared and

Conducted By:

Stewart Dillon

Date: 04/Jun/2009

Richards Gray has a contractual relationship/personal relationship with:

Name of Vendor: Details not Provided Name of Estate Agents: Details not Provided

Name of HIP Provider: RG - RGC

Name of Solicitor/Conveyancer: Details not Provided







1 Planning and Building Regulations

1.1 Planning and Building Regulation 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 -

1.1 (a)	a planning permissions	
---------	------------------------	--

Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.

1.1 (b) a listed building consent

Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.

1.1 (c) a conservation area consent

Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.

1.1 (d) a certificate of lawfulness of existing use or development

Please refer to Part III of the Local Land Charges Register or the Planning Register, as applicable.

1.1 (e) a certificate of lawfulness of proposed use or

Please refer to Part III of the Local Land Charges Register or

development

the Planning Register, as applicable.

1.1 (f) building regulation approval

Please refer to the Building Control Register as applicable.

1.1 (g) a building regulation completion certificates

Please refer to the Building Control Register as applicable.

1.1 (h) Certificate of compliance of a replacement window, roof light, roof window or glazed door.

Please refer to the Building Control Register as applicable.

How can copies of any of the above be obtained?

By Written Application to the Building Control Department/Planning Department.

1.2 Planning Designations and Proposals

comments regarding the above roads

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

Please see Additional Information

2 Roads

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

(a)	highways maintainable at public expense	A465 - Is Adopted
(b)	subject to adoption and, supported by a bond or bond waiver.	N/A
(c)	to be made up by a local authority who will reclaim the cost from the frontagers; or	N/A
(d)	to be adopted by a local authority without reclaiming the cost from the frontagers?	N/A

3.1	Is the property included in land required for public pu	rnocos?
3.1	is the property included in fand required for public pu	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 Do either of the following exist in relation to the property.	erty-
3.3 (a)	An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or	If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:
		Welsh Water Ltd NDC Southern PO BOX 10 Treharris CF46 6XZ
3.3 (b)	An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?	If the local authority held these records, and if any entries existed they would have been revealed here. As there are no entries revealed you will need to order a CON29DW from the Water Company located at:
		Welsh Water Ltd NDC Southern PO BOX 10 Treharris CF46 6XZ
3.4	Nearby Road Schemes Is the property (or will it be) within 200 metres of any of following -:	of the
3.4 (a)	the centre line of a new trunk road or special road specified in an order, draft order or scheme;	No
3.4 (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
3.4 (c)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes;	No
3.4 (d)	the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;	No
3.4 (e)	the centre line of the proposed route of a new road under proposals published for public consultation; or	No
3.4 (f)	the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	No

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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 of the following for the roads, footways and footpaths	
3.6 (a)	(named in Box B) which abut the boundaries of the propermanent stopping up or diversion	No
3.6 (b)	waiting or loading restrictions	No
3.6 (c)	one way driving	No
3.6 (d)	prohibition of driving	No
3.6 (e)	pedestrianisation	No
3.6 (f)	vehicle width or weight restriction	No
3.6 (g)	traffic calming works including road humps	No
3.6 (h)	residents parking controls	No
3.6 (i)	minor road widening or improvement	No
3.6 (j)	pedestrian crossings	No
3.6 (k)	cycle tracks	No
3.6 (I)	bridge construction	No
3.7	Outstanding Notices Do any statutory notices which relate to the following matters subsist in relation to the property other than the revealed in a response to any other enquiry in this Schedule:	ose
(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? Notices, Orders, Directions and Proceedings under Planning Acts	No
	Do any of the following subsist in relation to the proper or has a local authority decided to issue, serve, make o commence any of the following:-	

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3.9 (a)	an enforcement notice	No
3.9 (b)	a stop notice	No
3.9 (c)	a listed building enforcement notice	No
3.9 (d)	a breach of condition notice	No
3.9 (e)	a planning contravention notice	No
3.9 (f)	another notice relating to breach of planning control	No
3.9 (g)	a listed building repairs notice	No
3.9 (h)	in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
3.9 (i)	a building preservation notice	No
3.9 (j)	a direction restricting permitted development	No
3.9 (k)	an order revoking or modifying planning permission	No
3.9 (I)	an order requiring discontinuance of use or alteration or removal of building or works	No
3.9 (m)	a tree preservation order	No
3.9 (n)	proceedings to enforce a planning agreement or planning contribution?	No
3.10	Conservation Area Do the following apply in relation to the property-	
3.10 (a)	(a) the making of the area a Conservation Area before 31 August 1974; or	No
3.10 (b)	(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 adjacent to or adjoining the property which has been identified as contaminated land because it is such a condition that harm or pollution of controlled waters mibe caused on the property):-	
3.12 (a)	a contaminated land notice;	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.
3.12 (b)	in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register
	(i) a decision to make an entry; or	is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be

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consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

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

If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.

3.13 Radon Gas

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

We recommend that you obtain an "Environmental Report" that details Radon Affected Areas and Level of Protective Measures. Please contact us to order this report.

Local Land Charges Register Parts Applicable are listed below

No Entries Revealed

Planning Register

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

Building Control Register

(Please note that we check the planning registers back to 1990. Details prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

Date	Reference	
Other details		

The building control system does not contain records of certificates issued by any compentent persons scheme such as FENSA, GAS SAFE (CORGI), NICEIC, ELECSA, BRE, BSI, NAPIT, OFTEC, HETAS, CERTASS, etc. You should contact the appropriate organisation to confirm.

Additional Information Unitary Development Plan Policies Adopted Plan Date 2006.

Outside Settlement Limit.

General Information About This Search

Reference Source Information

Save for information provided verbally by a member of the council, all the information in this report has been obtained by a physical inspection of the Local Land Charges Register, the Planning Register, the Local and/or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, the local and/or county council websites and the Highways Agency website.

If you wish to obtain copies of any documents you should submit a written application to the council offices located at: -

Monmouthshire County Council County Hall Croesyceiliog Cwmbran Gwent NP44 2XH

Declaration

To the best of our knowledge neither the person/s named on the front page that prepared or conducted this report has any previous relationship or business relationship with any person involved in the sale of the property being the subject of this report

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.
- Liaise with counselling organisations acting on your behalf, if you ask us to.
- Send you a final decision on the complaint in writing.

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

Complaints should be sent to:

Customer Services, Richards Gray Cardiff, 42 Kings Hill Avenue, Kings Hill, West Malling Kent, ME19 4AJ (Telephone: 01189 347800) Email (info@richardsgray.co.uk)

Terms of Preparation of Search

This search report has been prepared with reasonable care and skill by trained staff. Any responsible person may copy or issue a copy of this report for the purposes of complying with any of the following provisions: Regulations 5, 6, 8(i)(ii), 8(k), 8 (I) and 24 of the Home Information Pack (no.2) Regulations 2007 and sections 156(1), (2) and (11) of the Housing Act 2004.

Third Party Contractual Rights

This search report has been prepared for the Richards Gray client referred to on page 1 of the report but any of the contractual provisions required by the Home Information Pack (no.2) Regulations 2007 may be enforced by the seller, a potential or actual buyer of the property and a mortgage lender in respect of the property, and may be enforced by such persons in their own right whether or not they are a party to such a contract.

Person Responsible

MDA SearchFlow Ltd is a company registered in England & Wales under company number 04084804 with its Registered Office at Eversheds House, 70 Great Bridgewater Street, Manchester, M1 5ES and is the person responsible in respect of any negligent or incorrect entry in the records searched; any negligent or incorrect interpretation of the records searched; and any negligent or incorrect recording of that interpretation in the search report.

Insurance

This search is covered by indemnity insurance to cover any liability under the Home Information Pack (no.2) Regulations 2007 including liability arising from missing or erroneous answers. The insurance policy provided by First Title is attached to this report.

FSA

MDA SearchFlow Limited is FSA registered (312643)

TERMS & CONDITIONS

Please note that our terms & conditions can be viewed by visiting our website at: www.searchflow.co.uk

If you do not have access to the website you can request a copy by writing to us at 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ

PCCB - Search Code

Consumer Information

Important Protection

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

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

The Code's main commitments

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

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

Keeping to the Search Code

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

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

IPCAS Contact Details: Telephone: 020 7520 3800 E-mail: info@idrs.ltd.uk

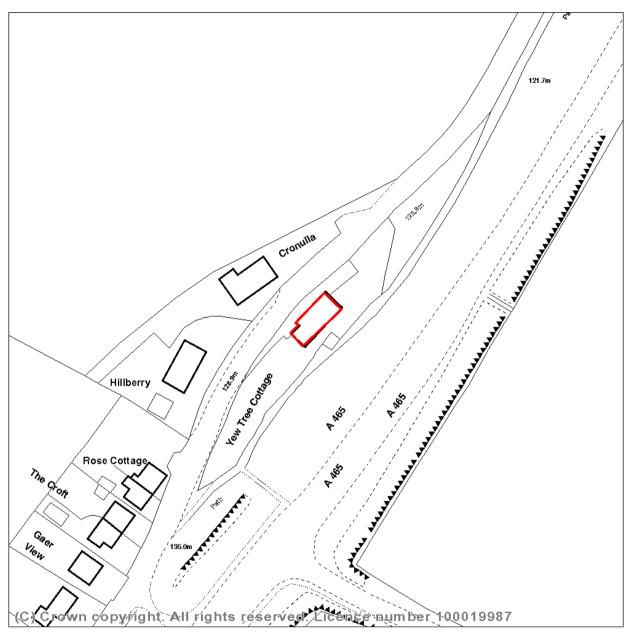
You can also get more information about the PCCB and IPCAS from the PCCB website at: www.propertycodes.org.uk

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



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Scale: 0m ______ 50m

Yew Tree Cottage Llanvihangel Abergavenny NP7 8DH Gwent

National Grid Ref. SO 3297 2103



Form No SRIP 11/08

SEARCH REPORT INSURANCE POLICY

Policy Issuer: MDA SearchFlow Limited Policy Number: 60-026-000000

Definitions

In this policy unless the context otherwise requires:

- "Actual Loss" (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
 - in respect of a Buver: 1.1.1
 - the difference between the Market Value of the Land without an Adverse Entry and the Market Value as reduced by the effect (a) of an Adverse Entry
 - the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
 - the amount required to pay any charges or other financial liabilities registered against the Land
 - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
 - 113 in respect of a Seller: actual financial loss
 - in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse 1.1.4 Entry and the amount recovered by the Lender on sale of the Land.
- 1.2 "Adverse Entry" means a matter affecting the Land which should be disclosed in the information provided by an Appropriate Body for the purpose of compiling a Search Report.
- 1.3 "Appropriate Body" means a local authority or other public body providing information to be included in a Search Report.
- 1.4 "Authorised Expenses" means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 "Bordereau" means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential properties insured under the terms of this policy
- 1.6 "Buyer" means a person buying an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 "First Title" means First Title Insurance plc.
- 1.8 "HIP" means a Home Information Pack produced in accordance with the Home Information Pack Regulations 2007 and any amendment or reenactment of them in force at the Policy Date.
- 1.9 "Insured" means all or any of:
 - 1.9.1 a Buyer
 - a Potential Buyer 1.9.2
 - a Seller 193
 - 1.9.4 a Lender
- 1.10 "Know, Known or Knowing" means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.12 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured 1.13 making a claim and by First Title.

 "Policy Date" means the date on which the Search Report was prepared.
- 1.14
- "Policy Issuer" means MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing 1.15 Report Agency who will not be an insured under this Policy.
- "Potential Buyer" means a person other than a Buyer who receives a HIP from the Seller or his agent and who relies upon a Search Report 1.16 contained in it in contemplation of buying the Land.
- "Search Report" means a report providing the information required by the Home Information Pack Regulations 2007 (or any amendment or re-1.17 enactment of them in force at the Policy Date) obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- 1.18 "Seller" means a person selling the Land.

Coverage Statement

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

- indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.

Exclusions

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

- risks that:
 - that Insured creates, allows or agrees to at any time 3.1.1
 - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
 - 3.1.3 do not cause that Insured any loss
 - occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date 314
 - 3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract

Continuation of indemnity

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

5.

- An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 11/08
 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT

 - by fax to First Title Insurance plc on 0870 389 2171 5.1.2
 - 5.1.3 by e-mail to legal&claims@first

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

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

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

7. Proof of loss and deadline for advising of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

12. Payment of loss

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

13. Subrogation

10.2

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 11/08 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.

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POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or re-enactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

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

8. Claims

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

9. Queries

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

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/11/08.

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

11. Compensation

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

12. Price

The premium for the Search Report Insurance is £5.00 plus IPT.

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MDA Searchflow Limited 42 Kings Hill Avenue Kings Hill West Malling Kent ME19 4AJ

- 1 The Financial Services Authority (FSA) The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require us to give you this document. Use this information to decide if our services are right for you.
- 2 Whose products do we offer? We only offer a product from First Title Insurance plc for Search Report Insurance.
- 3 Which service will we provide you with? You will not receive advice or a recommendation from us for Search Report Insurance.
- 4 What will you have to pay us for our services? There is no fee payable to us for organising the Search Report Insurance.
- 5 Who regulates us? MDA SearchFlow Limited trading as PSA, Richards Gray, Capital Searches, Conveyancing Searches and Conveyancing Report Agency is authorised and regulated by the Financial Services Authority (FSA). MDA SearchFlow Limited's FSA Registration number is 312643. Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Search Report Insurance Policy Demands & Needs Statement and Suitability

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

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

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

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



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Home Information Pack

Drainage and Water Enquiries





Richards Gray Richards Gray 33-35 Cardiff CF11 9HB

Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations

The information contained within this report refers to the Existing property at:	YEW TREE COTTAGE LLANVIHANGEL CRUCORNEY ABERGAVENNY NP7 8DH
Search report produced by:	Dŵr Cymru Welsh Water Pentwyn Road Nelson Treharris Mid Glamorgan CF46 6LY www.dwrcymru.com www.dwrcymrusearches.com enquiries@dwrcymru.com Water supply - Call 0800 052 0130 Sewerage services - Call 0800 085 3968
Our reference:	2009/5/79161/93532
Your reference:	DB/11763079

The following records were referenced in compiling this search report

Customer Account System Asset Information System Water Quality Database

Any enquiries relating to this report should be addressed to our Customer Support Searches Team at the above address. Please quote one of the above references.

Q 1 Interpretation of Drainage and Water Enquiry

Response Appendix 1 of this report contains definitions of terms and expressions identified in Part 2

of the Schedule 10 of Statutory Instrument 2006 No 1503.

Informative Not Applicable.

Q 2 Enquiries and Responses

Response

- 1. This drainage and water search complies with the requirements of Statutory instrument 2006 no 1503 Schedules 8 and 10 regulation 8(o) as it contains the enquiries and the appropriate responses set out in Part 2 of this Schedule.
- 2. The records were searched by Crecia Imiolczyk who has no nor not likely to have, any personal or business relationship with any person involved in the sale of the property.
- 3. This search report was prepared by Crecia Imiolczyk who have no nor not likely to have any personal or business relationship with any person involved in the sale of the property.

Informative Not Applicable.

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

Response 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.

Informative

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

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

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

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

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

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

Q 4 Does foul water from the property drain to the public sewerage system?

Response Records indicate that foul water from the property does not drain to a public sewer.

Informative

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.

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

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

Response The company's records indicate that surface water from the property does not drain to a public sewer.

Informative Sewerage Undertakers are not responsible for private drains and sewers that connect the property

to the public sewerage system and do not hold details of these.

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

In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.

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

If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

Q 6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

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

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

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

Q 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.

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

Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any. Assets other than public sewers may be shown on the copy extract, for information only.

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

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

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

Informative

Response

Informative

Informative

boundary of the property and the nearest public sewer.

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

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

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

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

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

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

Response 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.

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

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

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

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

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

Response 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.

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

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

Response The water undertaker is Dŵr Cymru Welsh Water, Pentwyn Road, Nelson, Treharris, CF46 6LY, and the sewerage undertaker is Dŵr Cymru Welsh Water, Pentwyn Road, Nelson, Treharris, CF46 6LY.

Informative Not applicable.

Q 13 Is the property connected to mains water supply?

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

Informative

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

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

Response

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

Informative

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

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

The charges are based on the rateable value of the property of £110 and the charge for the Response current financial year is £172.89.

Informative

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

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

The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT) at www.ofwat.gov.uk

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

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

Informative

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

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

The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property.

Q 17 Is a surface water drainage charge payable?

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

Informative

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

Where surface water charges are payable but upon inspection the buyer finds that the property is not connected to the public sewerage system, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

The charge for unmeasured surface water drainage for 2007-2008 is £40.

The charge for measured surface water drainage is included in the volumetric rate charged for measured sewerage and is therefore dependant upon the volume used by each customer. For 2007-2008, if the premises is connected for surface water the volumetric rate will be £1.3821 p/m3. If the premises is not connected then the volumetric rate will be £1.09 p/m3.

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

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

Informative Where the property is not served by a meter and the customer wishes to consider this method of

charging they should contact: Company name. Company billing address. Company billing enquiry

telephone number.Company www

Q 19 Who bills the property for sewerage services?

Response The property is not billed for sewerage services.

Informative Not applicable.

Q 20 Who bills the property for water services?

Response The property is billed for water services by Dŵr Cymru Welsh Water, PO Box 690, Cardiff,

CF3 5WL. Tel: 0800 052 0145, website: www.dwrcymru.com.

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

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

to overloaded public sewers?

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

sewers

Informative A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a

permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

"Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally

occupied and used for residential, public, commercial, business or industrial purposes.

"At Risk" properties are those that the 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.

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

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

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

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

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

Response Records confirm that the property is not recorded on a register kept by the Water

Undertaker as being at risk of receiving low water pressure or flow.

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

"Low water pressure" means water pressure below the regulatory reference level which is the

minimum pressure when demand on the system is not abnormal.

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

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

For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.

Allowable exclusions:

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

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

Planned maintenance:

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

One-off incidents:

Informative

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

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.

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

Response The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these details are included in the attached report.

Drinking water quality in England and Wales is regulated by the Government through the Drinking Water Inspectorate (DWI). Drinking Water Supplies are of a very high standard and the legal requirements are set out in the Water Supply (Water Quality) Regulations 2001 (Wales).

Last year Dwr Cymru Welsh Water carried out over 100,000 water quality tests of which 99.9% showed that the drinking water produced by Welsh Water met the required standards.

Each Water Quality Zone covers a population of up to 100,000, sampling address are generated on a random basis. Distribution sampling is conducted to assess the quality of drinking water throughout Dwr Cymru Welsh Water's distribution network and not as an indicator of the condition of an individual property. Therefore Dwr Cymru Welsh Water will not disclose the sampled address.

If you have specific concerns regarding an individual property relating to water quality (e.g. Lead) then we would suggest you instruct your surveyor accordingly.

Some standards relate to the appearance of the water rather than to health. Where a standard has been set for health reasons, this is normally based on a lifetime exposure and there is a wide margin of safety. It should also be noted that most failures are of short duration and are satisfactory on resample.

All exceedences of the regulatory standard are reported to the Drinking Water Inspectorate along with details of any remedial work undertaken.

Q 24 Please include details of any departures authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations; or for Wales please include details of any departures, authorised by the National Assembly for Wales under Part 6 of the 2001 Regulations from the provisions of Part 3 of those Regulations.

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

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

Please contact your Water Undertaker if you require further information.

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

Response The nearest sewage treatment works is 1762.6m to the North North East of the property.

The name of the nearest sewage treatment works is PANDY.

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

Appendix 1 - General Interpretation

1. (1) In this Schedule-

"the 1991 Act" means the Water Industry Act 1991[a];

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

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

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

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

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

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

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

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

- (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a Sewerage Undertaker or of any other person; and
- (b) is not a public sewer;

"drain" means (subject to section 219(2) of the 1991 Act) a drain used for the drainage of one building or of 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[I];

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

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

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

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

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

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

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

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

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

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

Note:

- (a) 1991 c. 56
- (b) S.I. 2000/3184. These Regulations apply in relation to England.
- (c) S.I. 2002/3911. These Regulations apply in relation to Wales.
- (d) Section 51(A) 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 106 by Section 96 of the Water Act 2003.
- (f) Inserted by Section 56 and Schedule 4 of the Water Act 2003.
- (g) Subsection (1A)was inserted by Section 92(5) of the Water Act 2003.
- (h) Subsection 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 of the Water Act 2003.
- (k) To which there are various amendments made by Section 101(1) of and Schedule 8 of the Water Act 2003.
- (I) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

Appendix 2 – DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

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

Definitions

'Company' means Dwr Cymru Cyf who produces the Report.

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

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

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

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

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

<u>Agreement</u>

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

The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

The Report

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

Liability

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

- 3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either Company will remain with that Company in respect of the accuracy of the information supplied. A Company supplying information which has been provided to it by another Company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the Company from which the information was obtained.
- 3.2 The Report is produced for use in relation to individual domestic property transactions and cannot be used for commercial developments of domestic properties or commercial properties for intended occupation by third parties.
- 3.3 The Company shall accept liability for death or personal injury arising from its negligence but, in any other case, the Customer and the Client agree that the Company's liability for negligence shall not exceed £5000.

Copyright and Confidentiality

- 4. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. 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 or the Client except to the extent expressly provided.
- 4.1 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in the, or attached to the Report, if they have an appropriate Ordnance Survey licence.
- 4.2 The Customer and Client 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.
- 4.3 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.
- 4.4 The Customer and the Client agree to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

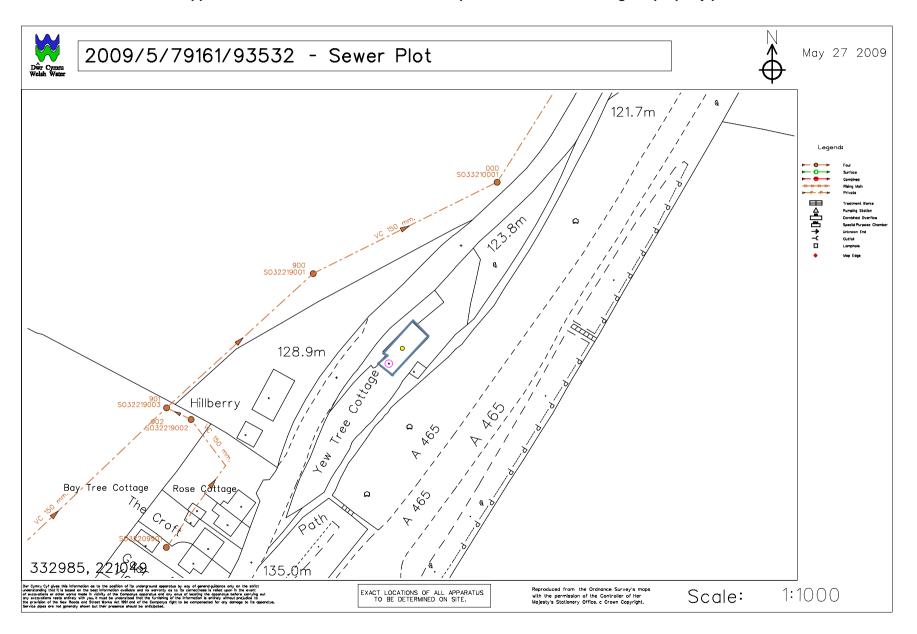
Payment

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 or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with The Company.

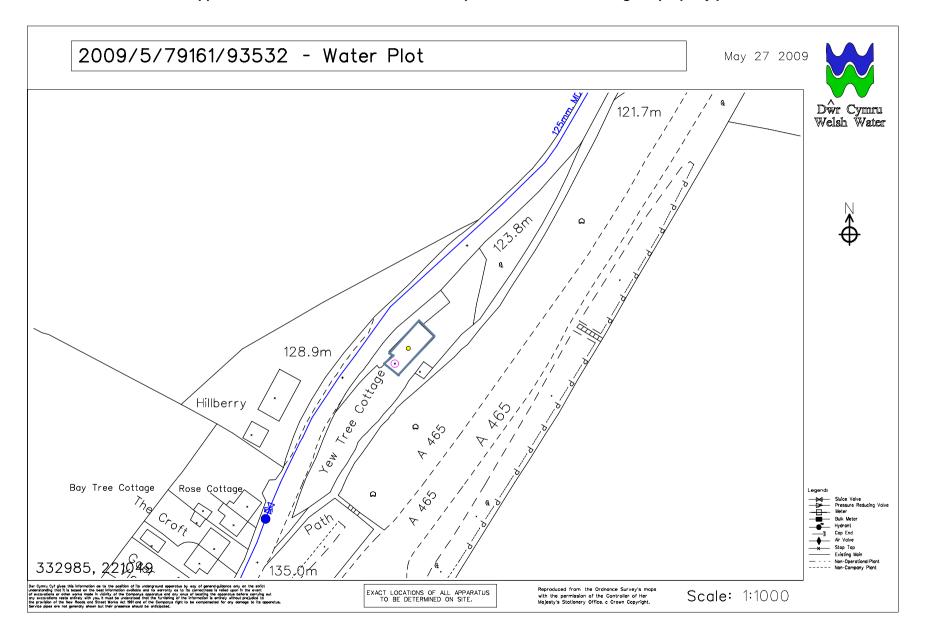
General

- 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.
- 6.1 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.2 Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.

Appendix 3 - Extract of the Public Sewer Map for the area surrounding the property/plot



Appendix 4 - Extract of the Public Water Map for the area surrounding the property/plot



Appendix 5 – Additional Information

Additional information related to response for Question 23

Drinking Water Compliance Summary for Abergavenny / Cwmtillery (L212064) From 1st January 2007 to 31st December 2007 The population for this zone is 93309

Substance	Samples Taken	Exceedances	Compliance %
TOTAL IRON (UG/L)	76	1	98.68
TOTAL MANGANESE	76	1	98.68
(UG/L)			

The water quality data in this report is for the entire water quality zone and not for any individual property.





CONSUMER REDRESS

Property Codes Compliance Board (PCCB)

Richards Gray is registered with the Property Codes Compliance Board as a subscriber to the HIP Code.

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

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

The Code's main commitments

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

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

Keeping to the HIP Code

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

Contact Details

The Property Codes Compliance Board – please contact:

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

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

Consumer Direct

Consumer Direct provides a single portal service for consumers interested in redress for any features of the home buying and selling process - including specific Home Information Pack concerns.

Consumer Direct is a telephone and online consumer advice service, supported by the Office of Fair Trading. Their advisers are trained in all aspects of consumer rights which enables them to offer clear, practical, impartial advice and courses of action that consumers can rely on.

Advisers will provide information and advice on the current redress schemes in place for the home buying and selling process and direct consumers to the relevant organisation.

Please note that Consumer Direct do not intervene directly in consumer matters, such as taking action against a trader. Complaints recorded on their database are allegations on the part of the complainant. They do not ask for the trader's version of events, nor is it within the scope of the Consumer Direct service to verify the accuracy and truthfulness of the complaints as presented by consumers.

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





