

Legal Pack: Contents

Lot 3 – Flat 1, Rillbank Court, Beckmeadow Way, Mundesley

1. Special Conditions of Sale
2. Official Copy (Title Plan) – NK103211
3. Official Copy (Register) – NK103211
4. Official Copy (Conveyance) 31.12 1919 – NK103211
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Special conditions of sale

Words in bold blue type have special meanings, which are defined in the Glossary.

Words that are neither in square brackets nor in italics constitute the **special conditions** applicable to the relevant **lot**.

References to the **general conditions** are for convenience only and are not intended to be comprehensive.

Lot number

Name and address of the seller

Undisclosed. To be identified in the **sale memorandum**.

Name, address and reference of the seller's conveyancer

*Attwells Solicitors LLP
Sun Buildings
35 – 37 Princes Street
Ipswich
IP1 1PU*

Brief description of the lot (see **condition** G1.1)

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich (NR11 8LP)

Rights to be granted (see **condition** G1.1)

None other than those detailed in the title number NK103211 and the ancillary documents referred to therein.

Rights to be reserved (see **condition** G1.1)

None other than those detailed in the title number NK103211 and the ancillary documents referred to therein.

Exclusions (see **condition** G1.1)

None other than those detailed in the title number NK103211 and the ancillary documents referred to therein.

Tenancies (see **condition** G1.2)

None.

What the sale is subject to (see **condition** G1)

The matters set out in the **general conditions**

And all matters contained or referred to in the title entries for title numbers NK103211 and any documents ancillary thereto.

Special conditions of sale

Deposit (see [condition G2](#))

10% of the **price** to be paid to the auctioneer and held by the auctioneer (or, if the auctioneer chooses, the seller's conveyancer) as stakeholder.

Insurance (see [condition G3](#))

For the period from and including the **contract date** up to **completion** the **seller** is to insure the **lot**.

Title (see [condition G4](#))

Absolute

Registered or unregistered?

Registered
at HM Land Registry Norfolk: North Norfolk
title number: NK103211

Title guarantee (see [condition G4.3](#))

Limited title guarantee, subject to [condition G4.3](#).

Transfer (see [condition G5](#))

A copy of the prescribed form of transfer has been made available prior to the auction.

Agreed completion date (see [condition G6.1](#))

Twenty **business** days after the **contract date**.

Special conditions of sale

Interest rate (see **condition G10**)

4% over Barclays Bank Base rate from time to time.

Arrears (see **condition G11**)

Parts 1 and 3 of **condition G11** apply.

VAT (see **conditions G14 and 15**)

VAT is not payable as the transaction is exempt.

Capital allowances (see **condition G16**)

No capital allowances are available.

Maintenance agreements (see **condition G17**)

There are no maintenance agreements.

TUPE (see **condition G20**)

There are no employees to which **TUPE** applies.

Environmental (see **condition G21**)

Condition G21 does not apply.

Special conditions of sale

Warranties (see [condition G25](#))

There are no available warranties.

Amendments to the [general conditions](#)

None.

Extra special conditions

1. In addition to the purchase price the buyer will reimburse the Seller's Solicitors with the sum of £216.60 in respect of the fees for the search pack on **Completion** and an additional £1,498.00 plus VAT for the Seller's legal fees on Completion;
2. On the date of this Contract, the Buyer shall pay to the Auctioneer the administration charge of £500 plus VAT on top of the Purchase Price;
3. The Buyer admits and acknowledges:
 - a. that prior to the date of this Contract the Buyer has inspected the Property and that they have made entered into this Contract with full knowledge of its state and condition and the Buyer takes the Property as it stands;
 - b. that the Buyer entered into this Contract solely as a result of its own inspection and not in reliance upon any representation or warranty (written or oral or express or implied) made by or on behalf of the Seller (save for any representation or warranty contained in written replies given by the Seller's Solicitor to any preliminary enquiries raised by the Buyer or the Buyer's Solicitors prior to the auction) such replies were given subject to any terms and conditions which they were expressed to be given.
4. The Buyer accepts the title of the Property as at the date of the Contract and shall not raise any objection, requisition, or enquiry in respect of any rights, covenants, obligations, privileges or licenses, subsisting, acquired or being acquired over or in respect of the Property and the Seller shall be under no liability to disclose the same whether or not the same are known to them;
5. The Buyer hereby agrees by way of indemnity only to observe and perform the covenants referred to in the Charges Register of the title above mentioned and contained in the documents noted therein and to indemnify the Seller against any breach or non-observance thereof so far as the same are still subsisting and capable of taking effect and affect the Property being transferred.

Special conditions of sale

Arrears schedule

These are the **arrears** referred to in **condition G11**:

Property	Current tenant	Current rent	Date rent last paid

Property	Date	Original landlord and tenant	Current tenant	Term	Current Rent

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.

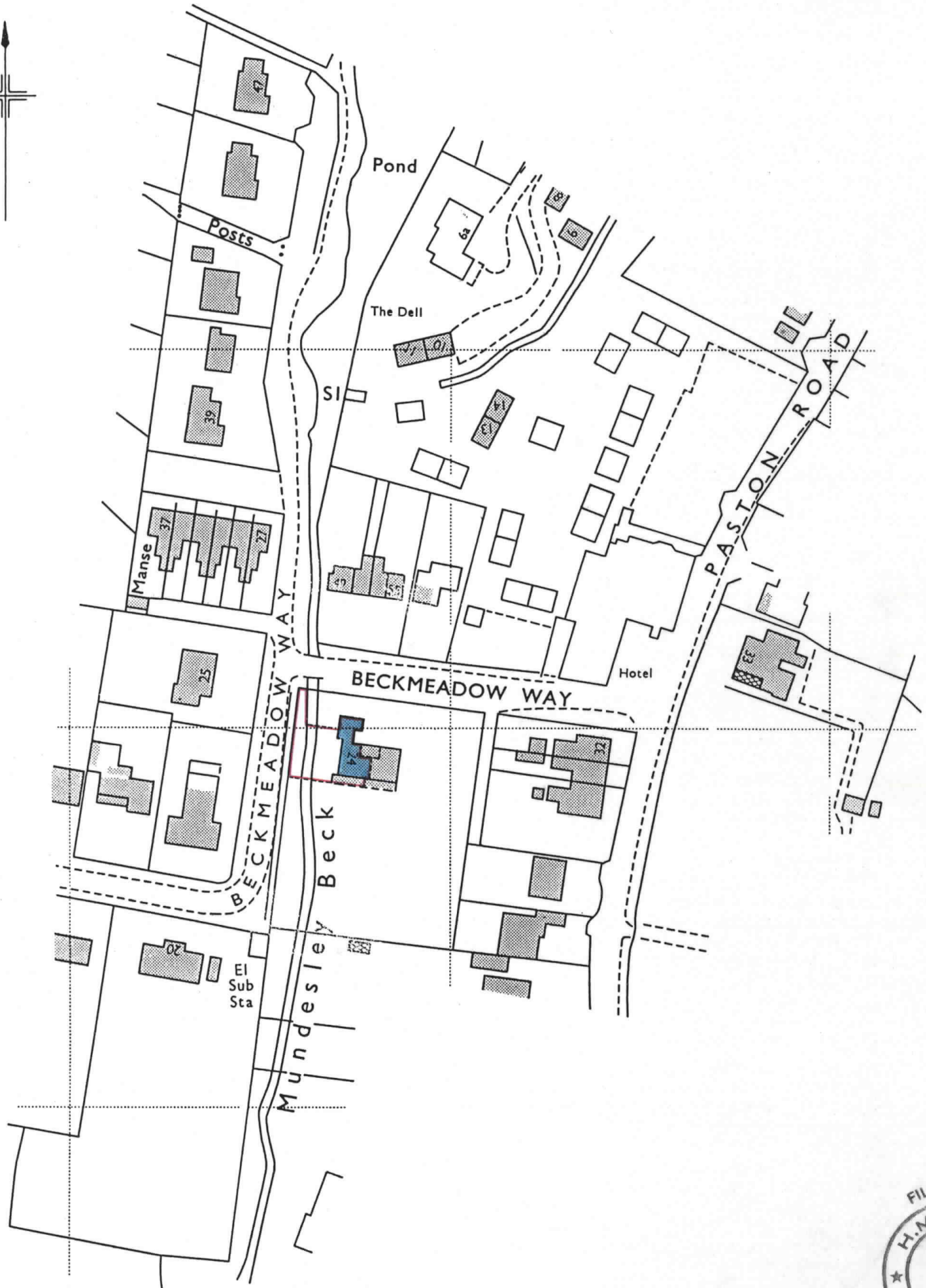
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 12 November 2019 shows the state of this title plan on 12 November 2019 at 10:49:20. 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.

This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
		NK 103211	
ORDNANCE SURVEY PLAN REFERENCE	TG 3136	SECTION K	Scale 1/1250 Enlarged from 1/2500
COUNTY NORFOLK	DISTRICT NORTH NORFOLK		© Crown copyright 1989



The electronic official copy of the register follows this message.

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Official copy of register of title

Title number NK103211

Edition date 19.10.2015

- This official copy shows the entries on the register of title on 12 NOV 2019 at 10:49:20.
- 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 12 Nov 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

A: Property Register

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

NORFOLK : NORTH NORFOLK

- 1 (10.04.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich (NR11 8LP).

NOTE: As to the part tinted blue on the title plan only the Ground Floor Flat and Garage is included in the title.

- 2 (10.04.1991) The mines and minerals are excepted.
- 3 (10.04.1991) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 28 February 1991
 Term : 125 years from 1 January 1990
 Rent : £50 rising to £800
 Parties : (1) Francis Michael Reginald French and Alexia Jacqueline French
 (2) Rillbank Court Management Limited
 (3) Michael Trevor Stone and Kathryn Anne Stone
- 4 (10.04.1991) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the lease.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

- 1 (15.11.2004) PROPRIETOR: JACLYN GLADYS FISHER of Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich NR11 8LP.
- 2 (15.11.2004) The price stated to have been paid on 15 October 2004 was £165,000.
- 3 (19.10.2015) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 October 2015 in favour of Aviva Equity Release UK Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (10.04.1991) A Conveyance of the freehold estate in the land in this title and other land dated 31 December 1919 made between (1) The East Coast Estate Company Limited (Company) and (2) Alfred Massey Bell (Purchaser) contains the following covenants:-

"AND the Purchaser hereby covenants with the Company its successors and assigns owner or owners for the time being of the residue of the building land of the Company at Mundesley aforesaid (but so that no person claiming under the Company by Purchase for value shall be entitled to sue on this covenant unless he or some person

shall have obtained an express assignment of the benefit thereof from the Company or some person or persons claiming under it otherwise than by Purchase for value) that the Purchaser his heirs and assigns will at all times hereafter perform observe and abide by the provisions and stipulations contained in the Schedule hereto so far as the same relate to the said piece of land or any part thereof.

THE SCHEDULE before referred to

1. The Purchaser shall not erect any buildings on that portion of the said piece of land which is colored green on the said Plan other than a Dwellinghouse or Dwellinghouses not exceeding three in number with proper outoffices and outbuildings. The line of building frontage of any such dwellinghouse or dwellinghouses shall at least ten feet back from the North Boundary fence. The said dwellinghouse or dwellinghouses shall be built in strict accordance with plans to be submitted to and approved of by the Company or their Architect. The Purchaser shall not erect any building or place any wooden or other structure on that portion of the said piece of land colored Red and Blue on the said Plan.

.....
..

5. User of the Premises. No part of the said piece of land or any building erected or to be erected thereon shall be used for the sale of wine malt liquors or spirituous liquors or as a Butchers slaughter house or for any trade business or manufacture whatever from which any nuisance or annoyance can arise to the Company their successors or assigns or to the neighbourhood and in case of the breach of the whole or any part of the foregoing stipulations the Company shall be entitled to recover and receive from the Purchaser his heirs executors administrators or assigns as and for liquidated damages agreed between the parties (and not by way of penalty) the sum of Twenty Pounds for each calendar month or part of a month during which such stipulation shall in any way be infringed."

NOTE: Copy plan filed.

- 2 (19.10.2015) REGISTERED CHARGE dated 15 October 2015.
- 3 (19.10.2015) Proprietor: AVIVA EQUITY RELEASE UK LIMITED (Co. Regn. No. 3286484) of 2 Rougier Street, York YO90 1UU.
- 4 (19.10.2015) The proprietor of the Charge dated 15 October 2015 referred to above is under an obligation to make further advances.

Title number NK103211

C: Charges Register continued

These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

End of register

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Title Number NK103211

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H M LAND REGISTRY

Title No: NK 103211

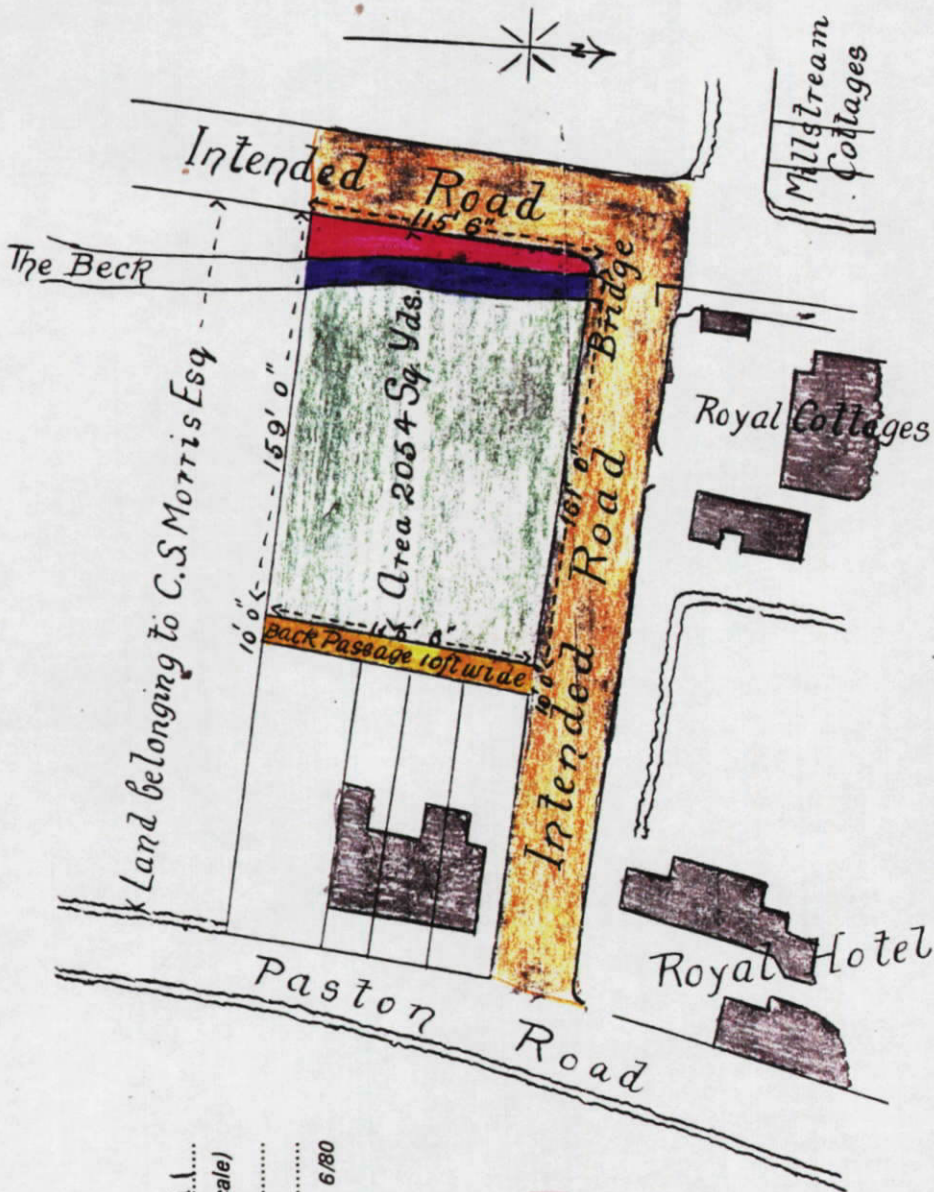
COPY (liable to distortion in scale)

of plan to CONVEYANCE

dated 31.12.1919

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Title Number NK103211

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Please note that the copy is incomplete as one or more pages are missing and one or more pages are of poor quality. Unfortunately this is the only image we hold of the document. If you are able to obtain a complete or better copy from another source we would be grateful if you would send it to us so we may update our records. Alternatively if you know who holds or may hold either a copy or the original please let us know so that we may contact that person.

Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the missing page(s) and/or poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our *Practice Guide 39 - Rectification and indemnity* contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a complete copy of the document itself.

You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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WE HEREBY CERTIFY THIS -
DOCUMENT IS A TRUE COPY
OF THE ORIGINAL.

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COUNTY & DISTRICT: NORFOLK: NORTH NORFOLK

PROPERTY:

Rillbank 24 Beckmeadow Way
Mundesley Norfolk

PARTICULARS

(Which form part of this Lease, references in this Lease to Paragraphs are to the numbered paragraphs of these Particulars)

- 1 THE DATE OF THIS LEASE: *PRICE DATE*
28th February 1991
- 2 THE LANDLORD: FRANCIS MICHAEL REGINALD FRENCH and
ALEXIA JACQUELINE FRENCH both of
"Beckmeadow Cottage" 10 Beckmeadow
Way Mundesley Norfolk
- 3 THE COMPANY: RILLBANK COURT MANAGEMENT LIMITED
whose registered office is at
Midland House Wratten Road East
Hitchin Hertfordshire
- 4 THE TENANT MICHAEL TREVOR STONE and KATHRYN
ANNE STONE of 4 Vicarage Court
North Walsham Norfolk
- 5 THE FLAT The Ground Floor Flat and garage
edged red on plan A annexed and the
garden land edged red on plan B
annexed known as Flat 1 Rillbank
Court Beckmeadow Way Mundesley
Norfolk
- 6 THE ESTATE: Rillbank Court Beckmeadow Way
Mundesley Norfolk

Quota
62



7 THE BUILDING: 1 - 6 Rillbank Court

8 THE PURCHASE PRICE £54,000.00

9 THE GROUND RENTS:

£50 pa for the first 25 years of the term
£100 pa for the next 25 years of the term
£200 pa for the next 25 years of the term
£400 pa for the next 25 years of the term
£800 pa for the remainder of the term

Handwritten calculations:
1730
312

1418
540
84

624
= 184
duty

10 THE TERM OF THIS LEASE: 125 years from 1st day of January 1990

11 THE INTERIM SERVICE CHARGE: £200 per annum

12 THE PAYMENT DATES: 1st January and 1st July in every year

13 SERVICE YEAR: 1st January to 31st December

14 THE TENANT'S PROPORTION OF THE SERVICE CHARGE FUND: One Sixth

THIS LEASE is made on the date specified in Paragraph 1 BETWEEN the Landlord specified in Paragraph 2 ("the Landlord") and the Company specified in Paragraph 3 ("the Company") and the Tenant specified in Paragraph 4 ("the Tenant")

WHEREAS:

The Landlord is the owner of the Property of which the Estate specified in Paragraph 6 ("the Estate") and the Building specified in Paragraph 7 ("the Building") and the Flat specified in Paragraph 5 ("the Flat") form part and intends to grant leases in similar form to this of any other

flat or flats in the Building or on the Estate so that the Tenant of the Flat and the occupiers of any other such flat or flats shall be able to mutually enforce any covenants contained in this Lease or in any other such lease for their benefit and protection

NOW THIS LEASE WITNESSES:

1 Demise and Rents

- (a) In consideration of the payment by the Tenant to the Landlord of the Purchase Price specified in Paragraph 8 (receipt of which is acknowledged by the Landlord) the Landlord as Beneficial Owner (to the intent that the same covenants for title shall be implied as if a demise at a rent were not excluded from Section 76(1) of the Law of Property Act 1925) **DEMISES** to the Tenant the Flat **TOGETHER WITH** the Included Rights **BUT SUBJECT** to the Excepted Rights **TO HOLD** the same to the Tenant for the term specified in Paragraph 10 the Tenant paying to the Landlord the Ground Rents specified in Paragraph 9 by equal half yearly payments in advance on the Payment Dates specified in Paragraph 12 in each year (with the first proportionate payment being made as from the date of this Lease to the next date that payment of the Ground Rent is due to hold the same to the Company for the said term of this lease) and further the Landlord grants to the Company the use of the Common Parts of the Estate and the Building **TO HOLD** the same to the Company for the said term of this Lease
- (b) In the event that legislation of any kind prohibits or restricts the charging of any premium on the grant of this Lease or on any assignment of it during the term by reference to the amount of the Ground Rents payable in this Lease then the Ground Rents shall (for the period of such prohibition or restriction) be reduced to one pound below the maximum level permitted by such

legislation without incurring such prohibition or restriction

2 The Tenant's Covenants

The Tenant COVENANTS (but not so as to bind the Tenant in respect of breaches of covenant arising after the Tenant has parted with all interest in the Flat):-

- (a) With the Company to observe and perform the obligations contained in the Fifth Schedule
- (b) With the Company and with the Other Tenants to observe and perform the obligations contained in the Sixth Schedule
- (c) With the Landlord to pay the Ground Rents on the payment dates and to surrender the Lease and Flat in good repair to the Landlord at the lawful determination of the term of this Lease
- (d) With the Landlord to pay for one half of the cost of maintenance and repair of the footbridge crossing the beck which lies on the southern boundary of the garden land comprised in the demise

3 The Landlord's Covenants

The Landlord COVENANTS (but not so as to bind the Landlord in respect of breaches of covenant arising after the Landlord has parted with all interest in the reversion of the Flat) that if the Tenant pays all the ground rent due then the Landlord will permit the Tenant to peacefully hold and enjoy the Flat during the term of this Lease without lawful interruption or disturbance by the Landlord or lawful claimants through under or in trust for the Landlord and the Landlord covenants with the Tenant that it will at the request of the Tenant enforce the covenants similar to those

set out in clause 2 and the Sixth Schedule hereto entered into or to be entered into by the tenants of the other flats on the Estate subject to the Tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of the cost and expenses as the Landlord may reasonably require

4 The Company's Covenants

The Company covenants with the Tenant to observe and perform the obligations contained in the Seventh Schedule

5 Agreement between the Landlord the Company and the Tenant

The Landlord the Company and the Tenant agree:

- (a) The provisions contained in the Eighth Schedule
- (b) That the definitions contained in the First Schedule shall apply to this Lease
- (c) The paragraph headings are for reference only and are not operative parts of this Lease

6 Landlord's and Company's right of Re-entry and Forfeiture

The Landlord the Company and the Tenant agree further that if:

- i Any Ground Rent or part shall not be paid 21 days after becoming due (even if the Landlord has made no formal demand)
- ii Any whole or any part of a Service Charge payment payable under clauses 2 and 3 of the Fifth Schedule has not been paid 21 days after a written demand has been

- E "The Estate" is in the Landlord's Property shown edged brown on plan B attached
- F "The Included Rights" are the rights easements and privileges contained in the Third Schedule
- G "The Excepted Rights" are the exceptions and reservations contained in the Fourth Schedule
- H "Conduits" means pipes wires cables ducts and chimneys of and all similar conducting routes for gas water electricity telephone drainage and heating and any other services (not exclusively serving the Flat) installed on the Estate or in the Building or Flat before the expiration of a period of 80 years from the date of this Lease (which period shall be the Perpetuity Period applicable for this purpose)
- I "The Service Year" means the period of one year commencing and ending as specified in Paragraph 13
- J "The Service Charge" means the sums payable under clause 2 of the Fifth Schedule including any Value Added Tax (VAT) chargeable on such sums which cannot be recovered by the Company
- K "The Interim Service Charge" is the sum specified in Paragraph 11 or such other sum as is payable under Clause 3 of the Fifth Schedule whichever is the greater
- L "The Service Charge Fund" is the amount accumulated but unexpended at any time from payments of the Interim Service Charge and the Service Charge to the Company by the Tenant and by Other Tenants and "the Tenants Proportion of the Service Charge Fund" is specified in Paragraph 14

- M "The Private Accessway" means the accessway coloured yellow on the plan B attached
- N "Other Flats" means any other flat forming part of the Estate and/or the Building other than the Flat and the Common Parts
- O "The Common Parts" means all parts of the Estate and the Building not exclusively enjoyed by a lease licence or otherwise by the Tenant, or the Other Tenants including the Private Accessway
- P "The Communal Gardens" means that part of the Estate edged blue on plan B attached
- Q "Other Tenants" means all or any of the occupiers for the time being of the Other Flats and includes the Landlord or the Company where any Other Flat is vacant
- R References in this Lease to statutes or other legislation shall include re-enactments codifications and modifications of such statutes or legislation
- S Any sums due to the Company under the terms of this Lease shall where appropriate bear VAT at the current rate except where such VAT is recoverable by the Company

THE SECOND SCHEDULE

The Flat

The Flat shown edged red on Plan A ALL OF WHICH (for the purposes of the Tenants obligations as well as the demise by the Landlord)

A INCLUDES

- 1 The internal coverings of the external and internal load bearing walls of the Flat and all doors and windows in such walls or the roof with their frames glass furniture and locks
- 2 Any internal non load bearing walls or partitions and doors windows frames glass furniture and locks
- 3 The coverings of the ceilings below the joists or structural ceiling supports and the floorboards or floor surfaces above the joists or structural floor supports
- 4 All Conduits on the Estate or in the Building servicing exclusively the Flat (and not being owned by statutory or other utility authorities)
- 5 All fixtures and fittings in the Flat (except tenant's fixtures and fittings)
- 6 Garden land edged red on plan B annexed hereto

BUT

B EXCLUDE

All structural parts of the Estate and the Building such as load bearing walls roofs foundations and any Conduits which do not exclusively service the Flat

E Dustbins

The right to keep a dustbin in any refuse area provided on the Estate or in the Building

F Communal Facilities

The right to use any communal facilities provided by the Company including entry phone systems radio and television aerials

G The Footbridge

The right for the Tenant and all others authorised by the Tenant to use that half of the footbridge crossing the beck which lies beyond the southern boundary of the garden land comprised in the demise for the purpose of access to and egress from the said garden land

H Mutual Benefit of Covenants

The benefit of any covenants entered into now or after the date of this Lease by the Other Tenants with the Landlord and the Company or the Landlord's or Company's predecessors or successors in title in similar form to those of the Tenant in the Fifth and Sixth Schedules

THE FOURTH SCHEDULE

The Excepted Rights

A The rights of the Company and the Other Tenants (and other persons reasonably authorised by the Company) over and through the Flat garage and garden land equivalent to those set out in Paragraphs B C D E and F of the Third Schedule

- B The right of the Company and its employees agents and workmen to enter the Flat and garage to enable the Company to comply with its obligations under this Lease PROVIDED that the Company shall:
- (a) Give reasonable written notice to the Tenant (except in emergency) and
 - (b) Shall make good immediately any damage caused by such entry or consequent works
- C The right of the Landlord to rebuild or modify the Estate and the Building (except the Flat itself) or any adjacent building including construction of new buildings on adjacent land in such manner as the Landlord reasonably wishes without materially affecting the light air and enjoyment of the Flat
- D The right of the Company and the Landlord to install services or communal facilities running through the Flat garage and garden land making good immediately any damage caused and the right for the Company and the Landlord and all persons authorised by the Company or the Landlord to connect to or use such services or facilities
- E The right of the Landlord to lay out modify (if necessary) and construct the Private Accessway and to complete any landscaping or planting of the Common Parts and Communal Gardens
- F The right of the Landlord to install services through the Conduits now on the Estate or in the Building (or laid down or constructed within a period of eighty years from the date of this Lease which is the perpetuity period for the purpose of this Lease) for the benefit of any adjoining or adjacent land owned by the Landlord and the right for the Landlord and any

employees agents or workmen to enter into any part of the Estate and Building as is reasonable necessary for the purpose of maintaining repairing and renewing such Conduits giving reasonable written notice (except in emergency) to the occupier of any part of the Estate or Building effected and to make good any damage done to the reasonable satisfaction of the Company

- G The right of the Landlord and all others authorised by the Landlord to use that half of the footbridge crossing the beck which lies within the garden land comprised in this demise for the purpose of access to and egress from the land immediately to the north of the said garden land
- G The exceptions and reservations contained mentioned or referred to in a Conveyance made the 31st December 1919 between (1) The East Coast Estate Company Limited and (2) Alfred Massey Bell

THE FIFTH SCHEDULE

The Tenant's Covenants with the Company

1 To Pay Rates

To pay all general and water rates and other outgoings charged at any time during the term of this Lease by reference to or in respect of the Flat

2 To pay the Service Charge

To pay to the Company the Service Charge which shall be the percentage of the Tenant's Proportion of the Service Charge Fund applied to the total expenses authorised by the Ninth Schedule being reasonably and properly incurred by the Company in each Service Year (including a reserve for any future expenditure) PROVIDED THAT as soon after the end of

each Service Year as is possible the Company or its Managing Agents will provide the Tenant with a full account of the income and expenditure of the Service Charge Fund during that Service Year

3 To Pay the Interim Service Charge

To pay to the Company on account of the Service Charge by half yearly instalments in advance on the Payment Dates a sum equivalent to the Interim Service Charge or (if greater) a sum estimated by its Managing Agents for or by the Company in its or their discretion as being a fair and reasonable sum taking into account the anticipated expenditures and reserve provisions of the Service Charge Fund PROVIDED THAT at the end of each Service Charge Year upon receipt by the Tenant of the account referred to in Clause 2 above the Tenant will either:

- (a) Pay to the Company immediately any amount by which the Service Charge exceeds the Interim Service Charge and any credits for the Tenant carried forward from previous Service Years or
- (b) Be credited with any amount by which the Interim Service Charge exceeds the Service Charge towards the following Service Year

4 To Pay for Notices

To pay to the Company all sums (including legal and surveyors fees and the costs of the preparation and service of any schedule of works of repair or dilapidations) reasonably incurred by the Company in contemplation of or incidental to and in the preparation and service of a Notice under Section 146 of the Law of Property Act 1925 or in proceedings under Sections 146 and 147 of the said Act even if forfeiture is avoided otherwise than by the Court granting relief

5 To Comply with Statutory Requirements

To comply with all statutory and other parliamentary ministerial and local authority acts statutory instruments bye laws and other legal requirements which relate to the Flat and to keep the Company indemnified against all sums and liabilities which arise from such legislation

6 To Pass Copies of Notices to the Company and the Landlord

To give to the Company and the Landlord within fourteen days of receiving any notice permission proposal or order from any local or public statutory body or Government department a copy or full details and to comply with the same and to join with the Company and the Landlord if reasonably required to do so in making appropriate applications or representations to any such body the Tenant indemnifying the Company and the Landlord for any sums incurred by the Company or the Landlord (except where the Company or the Landlord voluntarily makes such applications or representations)

7 To Permit the Company to Enter the Flat

To permit the Company and its workmen surveyors and agents to enter the flat at any time on reasonable written notice (except in emergency) for the purposes of:

- (a) Complying with the Company's obligations under this Lease including repairs and maintenance of the Common Parts communal facilities Conduits and facilities shared by the Estate or the Building with neighbouring properties and buildings the Company making good any damage caused
- (b) Viewing and examining the state of repair of the Flat or the Building and if the Company shall find want of

repair of the Flat then the Tenant shall comply with any written notice given to the Tenant by the Company within two calendar months after the date of such notice

- (c) To repair decorate or reinstate the Flat when the Tenant is in breach of any of the Tenant's covenants in this Lease in which case the Tenant will repay on demand to the Company all sums thereby expended by it (including legal and surveyors fees) and such sums may be recovered by the Company as rent in arrear

8 Alterations to the Flat

Not to make any alterations to the structure of the Flat

9 Assignment

- (a) Not to assign transfer underlet charge or share part only of the Flat
- (b) Not to assign underlet or share the whole of the Flat during the last seven years of the term of this Lease without the Company's written consent (which shall not be unreasonably withheld) and to include in any underlease granted at any time of the Flat covenants in similar form to those of the Tenant in this Lease for the protection of all the other Tenants
- (c) Not to assign or transfer the Flat without procuring
 - i A Deed of Covenant to be executed by the Assignee or transferee (in a form provided by the Landlord's solicitors) directly with the Landlord and the Company that the Assignee will observe the terms of this lease and in particular will pay the Service Charges

- ii That the Assignee or transferee will become a member of the Company

10 Boundary and other Disputes

To appoint the Company's surveyor to act as agent for the Tenant for the purposes of negotiating and concluding on behalf of the Tenant any disputes as to boundaries or common facilities and party wall awards (except where the other party to the dispute is the Company)

11 Payment of Company's Costs and Interest

- (a) To pay all the Company's reasonable costs (including legal agents and surveyors fees) incurred in connection with any application to the Company for consent required by this Lease even if the consent is reasonably refused
- (b) To pay interest at four per centum per annum above the base or lending rate of National Westminster Bank plc (or any successor to that Bank) calculated on a day to day basis from the date that any payment fell due under this Lease on any Ground Rent or Service Charge payment due to the Company and which is in arrear for more than fourteen days

- 12 Not to object to or to impede any development by the Landlord or its successors in title of any adjoining or adjacent land

THE SIXTH SCHEDULE

The Tenants Covenants with the Company the Landlord and the Other Tenants

1 To Repair

- (a) To keep the Flat (including additions and any Landlords fixtures and all apparatus installed in the Flat) in good repair and condition (except loss or damage by insured risks)
- (b) To keep the glass in doors and windows in good repair and to keep all windows clean

2 To Decorate

To keep painted papered and decorated the Flat and to renew the paint paper and internal decorations in a proper and workmanlike manner in at least every five years of the term of this Lease

3 To Make Good Damage

To make good immediately any damage caused to the Estate the Building or the Flat caused by the Tenant's act or omission keeping the Company and the Landlord indemnified against any liabilities as a result of such act or omission

4 To Protect Insurance

Not to do or fail to do (or allow anything to be done or failed to be done) which would increase the risk of the Flat the Building or the Estate being damaged by any risk covered by the Company's policy or which would invalidate that policy or increase the premium payable for it and in the event that the Tenant is in breach of this covenant the Tenant will further pay any increased premium as a result

and further if the Estate the Building or the Flat (or any part of them) are damaged or destroyed wholly or partially by any of the risks covered by the Company's policy and the insurance money is wholly or partially irrecoverable as a result of the Tenant being in breach of this covenant then the Tenant will immediately pay to the Company the whole or a reasonable proportion of the cost of repairs or reinstatement (and the assessment of a fair proportion and the resolution of any dispute about this covenant shall be referred to arbitration under the provisions of the Arbitration Acts 1950 to 1979)

5 Not to Create Nuisances

Not to do or allow anything in or in connection with the Flat or the use of it which causes (or tends to cause) any nuisance annoyance disturbance or damage to the Company Landlord or the Other Tenants or occupiers of any other neighbouring building or the public and in particular (without affecting the general nature of this clause):-

- (a) Not to cause excessive noise especially at night
- (b) Not to keep pets in the Flat after reasonable objection to them has been made in writing to the Company by any Other Tenant or a member of the public
- (c) Not to obstruct the Common Parts the Private Accessway adjacent public highways and not to park any vehicle except one private motor car in the garage
- (d) Not to keep dangerous items or matters in the Flat
- (e) To keep the floors of the Flat adequately sound proofed
- (f) Not to erect aerials on any part of the Building

6 Use of the Flat

Not to use the Flat for any purpose except private residential accommodation for one household only and not to put in the Flat any appliances aerals furniture or fixtures other than usual domestic ones and not to exhibit signs or advertisements in the windows without the Company's consent

7 To observe and perform the covenants conditions contained mentioned or referred to in a Conveyance made the 31st December 1919 made between (1) The East Coast Estate Company Limited (2) Alfred Massey Bell and keep the Landlord and Company indemnified against all claims damages and costs arising from any future breach or non observance of the same

THE SEVENTH SCHEDULE

The Company's Covenants

1 To Repair

To keep in good repair and condition (and to renew as and when reasonably necessary):-

- (a) The structure of the Building and the Estate being (without affecting the generality of those expressions) ALL THOSE parts of the Building and of the Estate which are not comprised in and demised by the Leases of the Flats within the Estate including all roofs and foundations all load bearing walls all main joists and supports for floors and ceilings and all chimney stacks gutters and drainage pipes
- (b) Conduits which do not exclusively serve the Flat or the Other Flats
- (c) The Common Parts and the Private Road

- (d) Any boundary or other part of the Estate and the Building not included in a demise of the Flat or the Other Flats

2 To Decorate

To decorate the exterior of the Building and any appropriate parts of the Estate as often as is reasonably necessary and to cultivate plant and maintain the Communal Garden and any garden or recreation area on the Estate not exclusively enjoyed by a lease licence or otherwise by the Tenant or the Other Tenants

3 To Clean and Light

So far as is practical to keep clean and reasonably lighted the Common Parts and the Private Accessway

4 To Insure

- (a) To insure the Estate including the Building and the Flat for its full reinstatement cost (including loss of rent and fees) against the risks usually and reasonably required by a building society or bank mortgagee including public liability and third party insurance
- (b) To reinstate or repair the Estate including the Building and the Flat as quickly as possible after receipt of insurance monies (without prejudice to the Tenant's liability to contribute towards the cost of this as a result of the Tenant's failure to observe clause 4 of the Sixth Schedule)
- (c) To produce a copy of the policy and an up-to-date schedule of cover on written request and payment of the Company's reasonable copying charges by the Tenant

(d) To arrange the endorsement of the Tenant's and any mortgagee's interest on the policy except where there is a general endorsement in favour of any tenant and any mortgagee

5 To Employ Maintenance Staff

To employ any agents workmen or maintenance staff reasonably required to fulfil the Company's obligations in this Lease

6 To Pay Rates

To pay any rates or any other charges imposed on the Estate or the Building and not specifically paid by the Tenant or the Other Tenants

7 To Maintain Facilities

To maintain any communal facilities such as aerials and entry phone systems and to arrange the collection and disposal of refuse

8 To Keep Fund on Trust

To hold the Service Charge Fund on trust to use it as authorised by the Ninth Schedule but subject to that (and to any rule or perpetuity period preventing an accumulation of monies in the Service Charge Fund) upon trust for the Tenant and the Other Tenants absolutely in the proportions in which they contribute to the Service Charge Fund

9 To Observe Landlord's Title Obligations

The Company will observe and perform all covenants terms and conditions described excepted or reserved in the documents of title relating to the Landlords title to the Estate insofar as they are not already or are to be observed and performed by the Tenant or the Other Tenants

10 To Enforce Covenants

The Company will enforce all or any of the covenants contained in leases which may from time to time be granted of the Other Flats against all or any of the Other Tenants if:-

- (a) A request in writing is given by the Tenant to the Company in general meetings specifying which covenant the Tenant requires enforcing and
- (b) The Tenant confirms in writing that the Tenant will indemnify the Company against all costs and expenses incurred by the Company in enforcing any covenant (insofar as they are not recovered from any Other Tenant in default) and
- (c) The Tenant gives reasonable financial security for any such costs and expenses if required by the Company

THE EIGHTH SCHEDULE

Provisions agreed between the Landlord the Company and the Tenant

A Destruction of the Flat

In the event that any part of the Estate the Building or the Flat is destroyed or damaged so that the Flat or the access to it is wholly or partially unfit for occupation (and provided that the insurance policy has not been wholly or partially invalidated as a result of the Tenant's or his invitee's actions or defaults) then the payment of Ground Rents the Service Charge and the Interim Service Charge or a fair proportion of them shall be suspended until the Flat or the access to it have been reinstated for occupation and in the event of dispute as to this paragraph then the dispute shall be referred to an independent surveyor to be agreed

between the Landlord the Company and the Tenant (or in default of agreement to be appointed as a single arbitrator under the Arbitration Acts 1950 to 1979 by the President for the time being of The Royal Institution of Chartered Surveyors)

B Disputes with Other Tenants

Any disputes between the Tenant and the Other Tenants shall be referred (if reasonably required by the Company) to the Company's surveyors or managing agents whose decision shall be final and binding

C Service Charge Expenses

The Company shall have power to incur any expenses authorised by the Ninth Schedule in connection with the Estate

D Notices

Any notice or document to be served under the terms of this Lease shall be sufficiently served if either:

- (a) It is addressed to the Tenant (even if without the Tenant's name and even if any person affected by the notice or document is absent from the Flat) and is left at or on the Flat or other last-known place of residence or business of the Tenant or the person affected by the notice or document or
- (b) It is sent to the Flat by ordinary prepaid post addressed to the Tenant or the person affected by it (or other last-known place of residence or business of the Tenant or the person affected by it) and if it is not returned through the Post Office within ten days of posting it shall be deemed to have been received or served at the time at which it would ordinarily have

been delivered by post

THE NINTH SCHEDULE

The Service Charge Fund Expenses

The Company shall be entitled to charge the following costs and expenses reasonably and properly incurred to the Service Charge Fund:

- A The cost of complying with paragraphs 1 to 8 inclusive of the Seventh Schedule
- B The cost of any insurance effected for the Estate or the Building or any part of them and the reasonable cost of an annual valuation of the Estate and the Building for insurance purposes
- C The cost of covering the floors of and cleaning decorating lighting and repairing the Common Parts including maintaining the Communal Garden and the Private Accessway
- D Any rates charged on all or any part of the Estate or the Building and not paid exclusively by the Tenant or any Other Tenant of any Other Flat comprised in a form of Lease similar to this
- E The costs of maintenance or rebuilding of accessways Conduits party walls or structures and any other communal facilities used by the Estate or the Building in common with any other nearby properties
- F The cost of keeping in repair communal aerials or entryphone systems installed on the Estate or the Building

- G The cost of complying with all statutory or other lawful requirements relating to the Common Parts and the Private Accessway
- H The cost of employing a Managing Agent or Surveyor to manage the Estate and the Building :
- I The legal and other proper costs of:
 - (a) Managing the Estate including the cost of enforcement of covenants where such costs cannot be recovered from any Other Tenant in breach of covenant or requesting enforcement and
 - (b) In making such reasonable applications or representations as the Company requires in respect of any notices orders or proposals for them served in respect of all or any part of the Estate and the Building
- J The cost of any taxes charged on the Service Charge Fund and the cost of auditing the accounts of the Service Charge Fund
- K Such sums as the Company or its Surveyor Managing Agent or Accountant shall consider reasonable for the purposes of accumulating a reserve fund as provision for any prospective costs and expenses authorised by this Schedule
- L The costs of the Company complying with Section 136 of the Housing Act 1980 including any legal costs incurred in successfully seeking a declaration that the Interim Service Charge and/or the Service Charge is reasonable

SIGNED AS A DEED and DELIVERED
by the Landlord in the
presence of:-

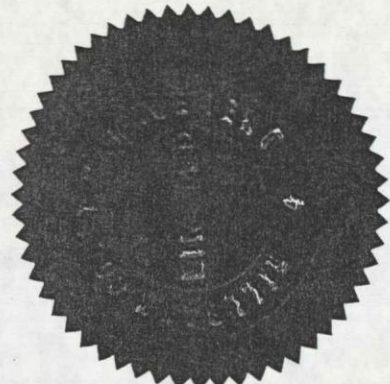
W Name Mrs J Rudram

T Address 26 Northfield Rd

N
C Mundesley, Norfolk NR1183U

School Supervisor

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



Director *[Signature]*

Secretary *[Signature]*

Please also sign plans
where indicated by your
mark at 2 - each plan
must be signed twice
as individuals and

Director and Secretary
of Management Company.



the drawing and any design stay
copyright of Dennis Black Assoc
not be used for any purpose v
without their written co

All dimensions shown to be verif
the Architects Informed of any

FLOORS :- 1/2HR FIRE

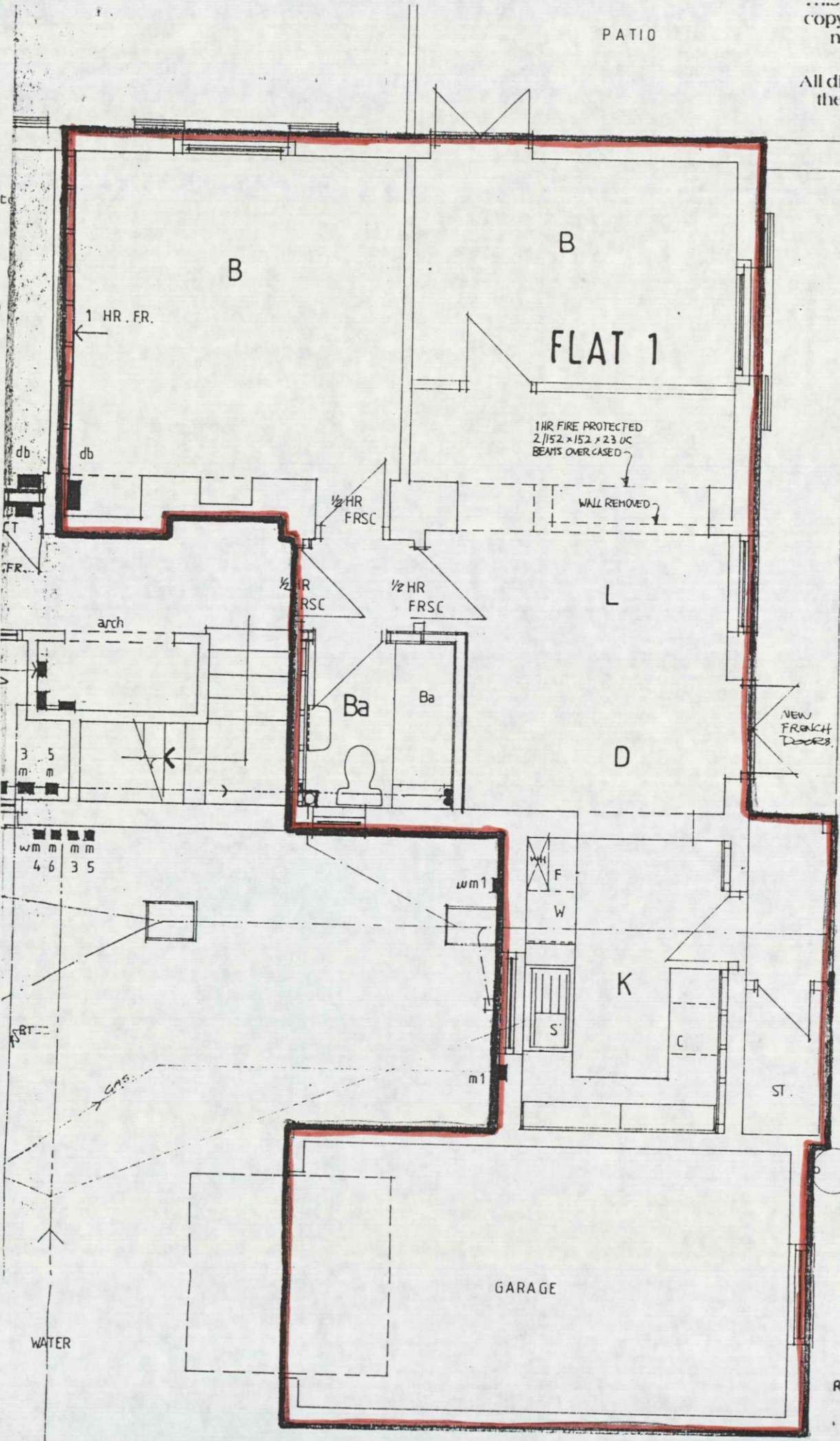
PATIO

PLAN

ESK

Michael

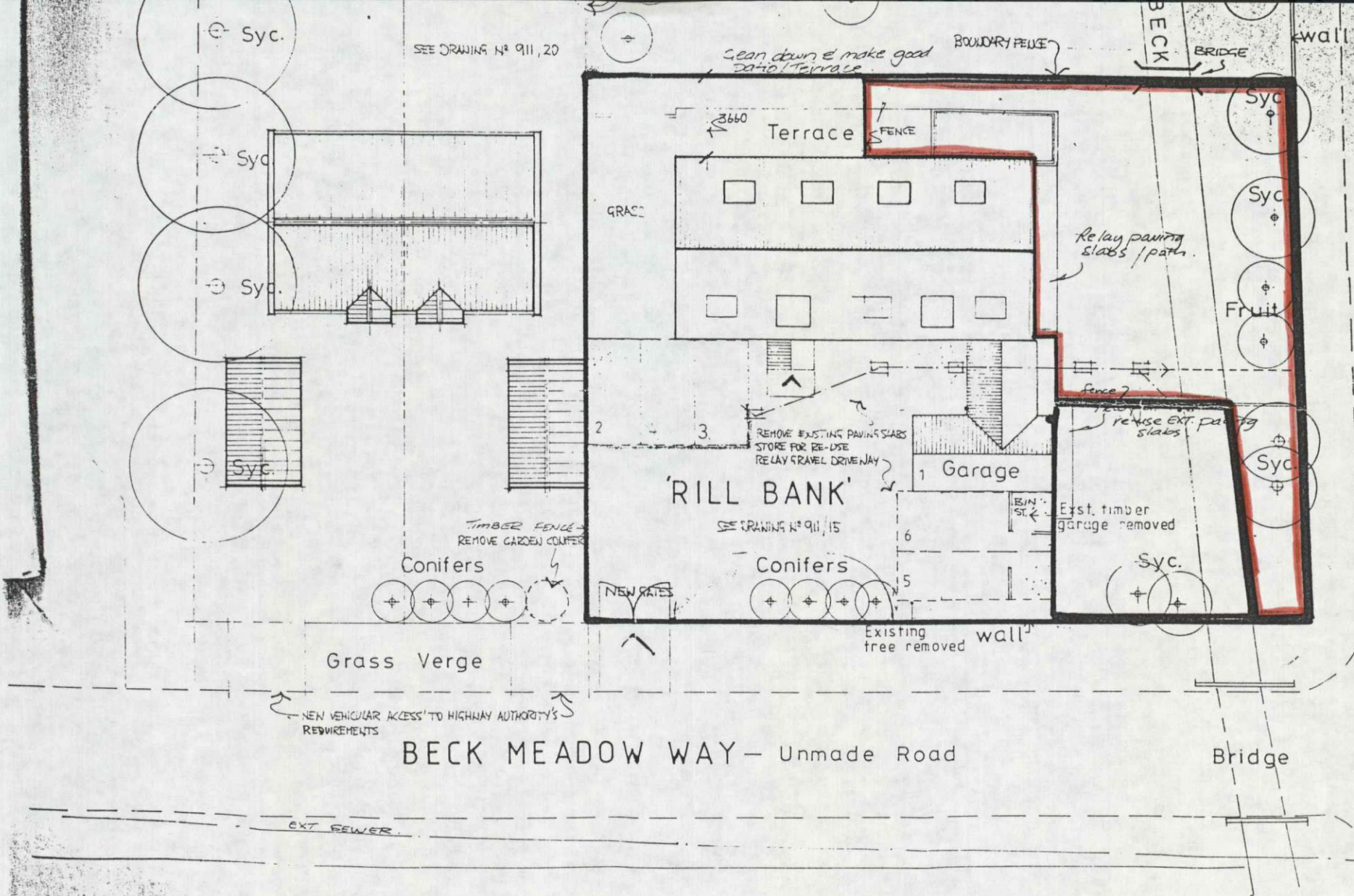
John



REV. D KITCHENS IN FLATS 2, 4 & 5 REARR
L/LORDS METER RELOCATED, INCOMING SE
2. RELOCATED + H/HOLE REMOVED, PATIO DOOR
FLAT 5 (L) COLUMNS RELOCATED, FLAT 5 (Ba) R
FLAT 1 (ST) DOOR OPENED UP, FLAT 2 - DOORS TO

REV. C FLAT N°1 BEAMS INDICATED
REV. A (OMIT HIGH LEVEL INCOMING ELEC & RT) (5-9-87)
1. INCOMING SERVICES ADDED
GAS / WATER / ELEC / RT

5m new separate water supply mains



SITE PLAN 1:200

12 Stone Michael Stone



PLAN B



Property Insight


Please find attached your:
FCI Premium Residential <0.25Ha

This search has been arranged by CLS Property Insight Limited ('CLS'), 17 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4UA. Telephone Number: 01732 753910, Email: info@clspropertyinsight.co.uk and is subject to CLS' terms and conditions. Full details of CLS' terms and conditions can be viewed at <https://www.clsl.co.uk/assets/documents/TermsConditions-B2B.pdf>.

The search was compiled by Future Climate Info Limited ('FCI') and is subject to FCI's terms and conditions. Full details of FCI's terms and conditions can be viewed at <http://futureclimateinfo.com/wp-content/uploads/2019/04/FCI-terms-and-conditions-v010419.pdf>, or sent upon request.

Both CLS and FCI are registered with the Property Codes Compliance Board ('PCCB') as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code, for more information please go to: www.propertycodes.org.uk.

If you have any questions regarding the contents of this search or would like to find out more about the products that CLS provides, please contact our Client Services Team on 01732 753910 or info@clspropertyinsight.co.uk.



CLS Property Insight Limited T: +44 (0)1732 753 910
17 Kings Hill Avenue, Kings Hill, E: info@clspropertyinsight.co.uk
West Malling, Kent, ME19 4UA W: www.clsl.co.uk/propertyinsight

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CLS Property Insight Limited is also authorised and regulated by the PCCB and a member of COPSO.



Premium Residential <0.25Ha

Environmental | Flood | Ground Stability | Energy & Infrastructure

FUTURE
CLIMATE INFO

Report Details

Address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP

Requested by:

Search Acumen

Grid Reference:

E: 631480 | N: 336294

Date:

12/11/2019

Report Reference:

TCW/095857/1

Report ID:

667340

Professional Opinion

1. ENVIRONMENTAL

FURTHER ACTION

Next Step(s):

1.19 Contact Environment Agency

2. FLOOD

FURTHER ACTION

Next Step(s):

2.01 Specialist Advice

2.05 Check Flood Insurance

3. GROUND STABILITY

PASS

Consideration(s):

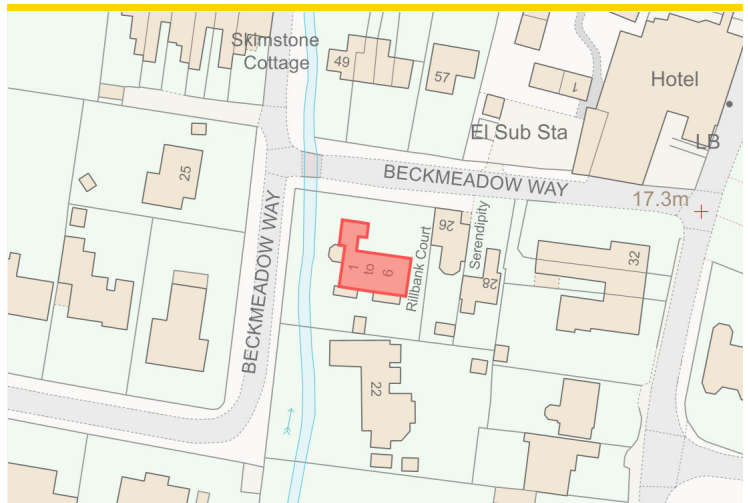
3.04, 3.05 Consult Surveyor

4. ENERGY & INFRASTRUCTURE

PASS

No further recommendations

Subject Site



Air Quality Index: **Generally Good (See 1.25)**

This page should always be read in conjunction with the full report. The Professional Opinion indicates the potential risks and any other potential issues associated with the property. The results should be disclosed to client and/or lender and/or insurer as appropriate.

- A **'Pass'** is given if no potential property specific risk has been identified.
- A **'Pass with Considerations'** is given where there are potential hazards in the locality to bear in mind, or if there are features nearby which some clients might consider could affect them.
- A **'Further Action'** is given if there is a potential property specific risk and a further action is advised.

In the event of a request to review the Professional Opinion based on additional information, or if there are any technical queries, the professional advisor who ordered the report should contact us at info@futureclimateinfo.com, or call us on 01732 755 180.

Assessed by:

FCI Risk Team

www.futureclimateinfo.com/team



Regulated by RICS

If you require assistance, please contact your Search Provider or alternatively contact FCI directly with your Report ID.

Tel: 01732 755 180 | Email: info@futureclimateinfo.com | Web: www.futureclimateinfo.com

1. ENVIRONMENTAL (INC. CONTAMINATED LAND)

1.02 Remediation Warranty

NO

This report includes a 'Further Action' in respect of potentially contaminated land. If contamination is an issue Law Society Practice Note 3.1 suggests that you should consider making further enquiries and/or obtaining an environmental insurance policy. Insurance may be also be required by the lender if there is anything which might affect the value of the property or its future marketability. In view of the information given below this report does not automatically include contaminated land remediation cover.

If this report was purchased without additional contaminated land insurance, the available options are as follows (any quoted prices are for online policies only):

No Enquiries Insurance. Provided you do not to make any enquiries of the Regulatory Authority the premium for contaminated land insurance on this property is £150 inclusive of Insurance Premium Tax (for properties up to 0.4 ha), providing cover of up to £2 million for 25 years from the date of purchase in the event that the Local Authority serves a Part 2A Remediation Notice and remediation costs have to be borne by the property owner.

Enquiries Made Insurance. If you have made enquiries of the Regulatory Authority subsequent to the Further Action in this report in respect of contaminated land at this property contaminated land insurance is still available provided that the Authority has not confirmed it is actively investigating or intending to investigate the land and has not designated the land as contaminated. The premium in these circumstances is £175 inclusive of Insurance Premium Tax (for properties up to 0.4 ha) for cover up to £3 million cover.

Under Investigation / Contaminated Land Insurance. Contaminated land insurance may be available on a bespoke basis If you have made enquiries of the Regulatory Authority subsequent to the Further Action in this report and the Authority has confirmed it is actively investigating or intending to investigate the land and has designated, or it is intending to designate the land as contaminated land, or if the site was designated contaminated land but has been remediated.

To purchase contaminated land insurance please visit www.csl.co.uk, call 01732 753 910, or purchase via your reseller. More details on this policy are available at <http://futureclimateinfo.com/how-we-can-help/residential/contaminated-land-insurances/>

Request a Revised Report. It may be possible to revise the result of this report to a 'Pass' by providing us with relevant additional information. A revision to a 'Pass' would also include, free of charge, contaminated land remediation warranty providing cover of up to £100,000 for 6 years from the date of purchase in the event that the Local Authority serves a Part 2A Remediation Notice and remediation costs have to be borne by the property owner. In order to revise your report to a 'Pass' you would need to provide us with one or more of the following pieces of information, if available:

NHBC Buildmark (or Similar) Certificate

If your property was constructed after 1999 and benefits from an NHBC Buildmark Certificate, this may contain assurances that contaminated land matters were addressed during the construction of the property. From 2007 this was a standard provision from NHBC. A Zurich/Premier/LABC certificate clearly showing that contaminated land cover is included may also be appropriate.

Local Authority: Environmental Health Department

The Local Authority Environmental Health Department may be able to provide written confirmation that there is no intention to inspect or designate the land under Part 2A of the Environmental Protection Act, 1990.

Local Authority: Planning Department

It is possible that the development was constructed with a requirement to remediate as part of the planning process. Please provide us with confirmation from the Local Planning Authority that all such conditions were addressed during the construction phase.

Local Authority: Building Control

During the Building Regulations approval process, building control officers may have inspected ground condition improvements. Please provide evidence to show that any remedial issues were addressed.

Alternatively, if you do not have access to the information above, or if you would prefer it was sourced and analysed by an experienced environmental professional, then please contact us directly to order an **FCI Appraisal** report. Our environmental experts will carry out consultation with the regulators on your behalf, for a fixed fee of £200 + VAT, including all costs and disbursements.

Please call +44 1732 755 180 or email consultancy@futureclimateinfo.com for more information.

Please note that any correspondence with the Regulators may affect the validity of, or your ability to obtain, environmental insurance.

1.03 Official Contaminated Land | Register Entries & Notices **PASS**

North Norfolk District Council data indicates that the property is not within 25 metres of an area of land that has been designated Contaminated Land under Part 2A of the Environmental Protection Act 1990.

1.18 Past Industrial Land Uses **PASS**

In the Professional Opinion of the FCI Risk Team the property is not on or within 25 metres of any former industrial land uses depicted on historic Ordnance Survey maps from which the level of environmental risk is likely to result in the land beneath the property being determined Contaminated Land within the meaning of Part 2A of the Environmental Protection Act 1990.

1.19 Pollution Incidents **FURTHER ACTION**

Data provided by the Environment Agency indicates that the property is within 25 metres of one or more major or significant pollution incidents to land and/or water (as shown in table below). It is possible that issues associated with contamination may arise where such pollution incidents have occurred.

Date	Site ID	Pollution Type	Land Impact	Water Impact	Distance
15/06/2001	66847	Sewage Materials	Category 4 (No Impact)	Category 2 (Significant)	9 m

NEXT STEPS: For further information about the pollution incident(s), please contact the Environment Agency. Contact details for the Environment Agency are provided at the end of this report.

1.21 Radon Gas **PASS**

Data provided by the British Geological Survey (BGS) indicates that the property is not in a Radon Affected Area.

This is because the property is in a Lower probability radon area (less than 1% of homes are estimated to be at or above the Action Level of 200 Bq m⁻³), therefore no protective measures are required.

1.24 Air Quality Management Area **NOTE**

Although information on air quality is not included within the Environmental risk assessment in this report we are able to provide information from DEFRA.

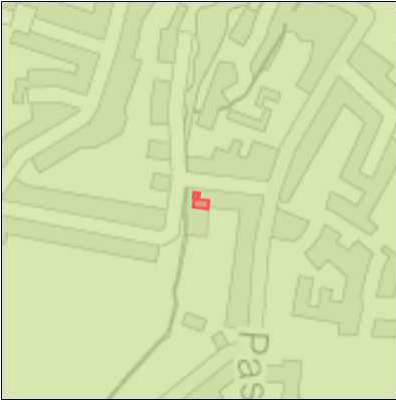
Data provided by DEFRA indicates that the property is not in or within 100 metres of an Air Quality Management Area (AQMA). An AQMA is declared where the air pollutants occur above EU and Government targets, and where the council is required to create and follow an Air Quality Action Plan (AQAP) to improve air quality.

Please note that though this property is not within an Air Quality Management Area, this does not necessarily guarantee good air quality. For more information on air quality please visit <https://uk-air.defra.gov.uk/air-pollution/>.

1.25 Air Quality Index

NOTE

The MappAir® air quality dataset provided by Earthsense includes information on Nitrogen Dioxide (NO2) and Particulate Matter (PM2.5) from vehicle emissions and indications from other sources. The model gives an indication of annual mean pollution for 2016 at a resolution of 100 metres.



Generally Good

The data indicates that the property is in an area with a rating of 1 or Generally Good. A rating of 1 means there is a low chance of average pollution levels exceeding the annual legal limit. The air in your area is generally clean, although there may still be some high concentrations of pollution located close to major roads.

For further information on air quality go to <https://uk-air.defra.gov.uk/>

1.27 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

Remediation Warranty	Official Contaminated Land Register Entries & Notices
Artificial Ground	Potentially Contaminative Current Land Uses
Electricity Infrastructure Electricity Pylons	Electricity Infrastructure Overhead Power Lines
Electricity Infrastructure Power Cables and Lines	Electricity Infrastructure Substations
Environmental Permits Closed Mining Waste Facilities	Environmental Permits End of Life Vehicles
Environmental Permits Industrial Sites	Environmental Permits Waste Sites
Fuel / Petrol Stations	Landfill Current
Landfill Historic	OFCOM Mast Site Clearance Locations
Past Industrial Land Uses	Pollution Incidents
Potentially Infilled Land	Radon Gas
Surface Dangers or Hazards COMAH Sites	Surface Dangers or Hazards Hazardous Waste Registrations

2. FLOOD (INC. FLOODABILITY RATING)

2.01 River and Sea Flood Risk

FURTHER ACTION



High
Medium
Low
Flood Defences

Data provided by the Environment Agency indicates that the property is 6 metres from an area where the likelihood of flooding from River or Sea is High.

The chance of flooding in any given year for a High risk area is greater than or equal to 3.3% (1 in 30).

The result of the flood risk assessment in this report is based on the best available national flood models using the best available data sources, from the leading authorities, no site visit has been made.

NEXT STEPS: In many cases local characteristics such as ground levels and surface structures may exist which can moderate the predicted flood risk to property derived from the national flood risk models. As part of our commitment to facilitating property transactions and pursuant to Law Society good practice guidance we have negotiated an affordable flood risk review service from the leading independent national flood risk experts, JBA Consulting. If you or your lender are concerned about the level of flood risk you are now able to obtain a manual review of the flood risk which combines the desktop analysis in this report with expert advice from an experienced and suitably qualified Chartered flood consultant. The Report Review service will either revise or verify the property flood risk, and provide tailored next steps guidance. For further details please visit <http://futureclimateinfo.com/how-we-can-help/residential/specialist-flood-risk-services/>. If you would like to order a Report Review, this request will need to be placed by the professional advisor who ordered the report, and can be purchased from £150 + VAT.

2.02 Surface Water Flood Risk

PASS

Data provided by JBA Risk Management indicates that there is no risk of Surface Water flooding within 5 metres of the property. Surface water flooding occurs when heavy rainfall overwhelms the drainage capacity of an area. In these instances, the rainwater does not drain away through the normal drainage systems or soak into the ground, but lies on or flows over the ground instead.

2.03 Groundwater Flooding

PASS

Data provided by JBA Risk Management indicates that the property has negligible risk from groundwater flooding.

2.04 Surface Water Features

PASS



Water Features

The Ordnance Survey Map indicates that the nearest body of surface water (such as a stream, river, canal, reservoir, lake or pond) is located 6 metres from the property boundary.

2.05 Floodability Rating

FURTHER ACTION

The JBA Floodability Rating at this location is Red. Red indicates that the likelihood of flooding is Moderate to High.

JBA Floodability data is derived from their high resolution UK flood hazard maps which are used by most insurers when assessing flood risk. Where a higher Floodability Rating is indicated further investigation into flood risk is usually advisable. For locations rating Black 1 (High) and Black 2 (Very High) there is more likely to be a correlation between Floodability and a residential property being included within Flood Re by a participating insurer. However, please note that not all residential properties are eligible to benefit from Flood Re, see <http://www.floodre.co.uk/industry/how-it-works/eligibility/>. Further information about Flood Re is given within "Notes and Guidance – Insurance" at the end of this report.

NEXT STEPS: Please always check that your Buildings Insurance policy covers Flood Damage, as the terms of any mortgage (if required) may require all risks to be covered to meet the lender's requirements.

Future Climate Info has partnered with HomeProtect to deliver home insurance for residential properties in areas considered to be at risk of flooding. HomeProtect policies are underwritten by AXA Insurance plc. To speak to a specialist about Flood Insurance for high risk properties, please call 0330 660 3600 or visit www.homeprotect.co.uk/floodcover to get a quote.

2.06 Historic Flooding

PASS

Data provided by the Environment Agency indicates that the property is not in or within 250 metres of an area that has flooded in the past. This includes all types of flooding, including Groundwater. However, we would always recommend asking the vendor to confirm whether or not they are aware of any previous flooding at the property.

Please see the previous sections for the Flood Risk as of the date of this report.

2.07 Flood Storage

PASS

Data provided by the Environment Agency indicates that the property is not located within 25 metres of a Flood Storage Area (land designed and operated to store flood water).

2.08 Dam Break

PASS

Data provided by JBA identifies areas of England and Wales that are most likely to suffer damage to property following the sudden and catastrophic failure of a large reservoir embankment or dam. This is a worst case scenario, it's unlikely that any actual flood would be this large. The flooding is predicted using advanced modelling techniques to ascertain if a property or site is potentially at risk in such an event.

This property is not located in the potential path which water would follow if a reservoir dam or embankment was to fail.

2.09 Sewer Flooding

NOTE

Please note that information on Sewer Flooding is not included in the flood risk assessment in this report. This information is held by the water company responsible for the public sewer network. Sewer flooding happens for a number of reasons but is most likely to occur during storms, when large volumes of rainwater enter the sewers and sewage escapes from a manhole or a drain, or by backing up through toilets, baths and sinks. Sewer flooding can also occur when pipes become blocked.

2.10 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

River and Sea Flood Risk	Surface Water Flood Risk
Groundwater Flooding	Surface Water Features
Floodability Rating	Historic Flooding
Flood Storage	Dam Break

3. GROUND STABILITY

3.01 Professional Advice

For professional advice and guidance relating to the impact of any ground stability issues on your property please contact a Chartered Building Surveyor. For help on any specialist services that may be needed please go to www.subsidence-support.co.uk

3.02 Subsidence Risk Rating

PASS

The Subsidence Risk Rating produced by Property Assure based on subsidence damage insurance claims is **Low**, with a risk exposure equal to or below the insurance subsidence incidence rate for England and Wales. This correlates to a rate of 1 or fewer incidents in every 1000 residencies.

The Subsidence Risk Rating assesses the risk of subsidence caused by soil shrinkage. Soil Shrinkage accounts for over 75% of all insurance subsidence incidents in England and Wales and the two main causes are clay shrinkage triggered by vegetation (60% of cases) or leaking drainage (15% of cases) washing away fine particles in the soil or softening the soil.

3.04 Geohazards | Compressible Ground

PASS (WITH CONSIDERATIONS)

The British Geological Survey indicates that the property is within 50 metres of an area where there is significant potential for compressibility problems.

CONSIDERATIONS: Do not drain, load or de-water ground near the property without technical advice. There is a possible increase in insurance risk from compressibility due to drought or dewatering unless appropriate foundations are present. There is significant potential for compressibility which might cause subsidence damage when loaded by a building or structure, or when the groundwater changes.

Prior to structural changes and any draining or dewatering of the ground near the property a chartered surveyor will need to be consulted.

3.05 Geohazards | Running Sand

PASS (WITH CONSIDERATIONS)

The British Geological Survey indicates that the property is within 50 metres of an area where there is the possibility for sand to be fluidised by water and 'run', with the potential to remove support from overlying buildings and cause subsidence damage.

CONSIDERATIONS: Normal maintenance to avoid leakage of water-bearing services or water bodies (ponds, swimming pools) should prevent any problems related to running sands.

Certain constraints may apply to land uses involving excavation or the addition or removal of water.

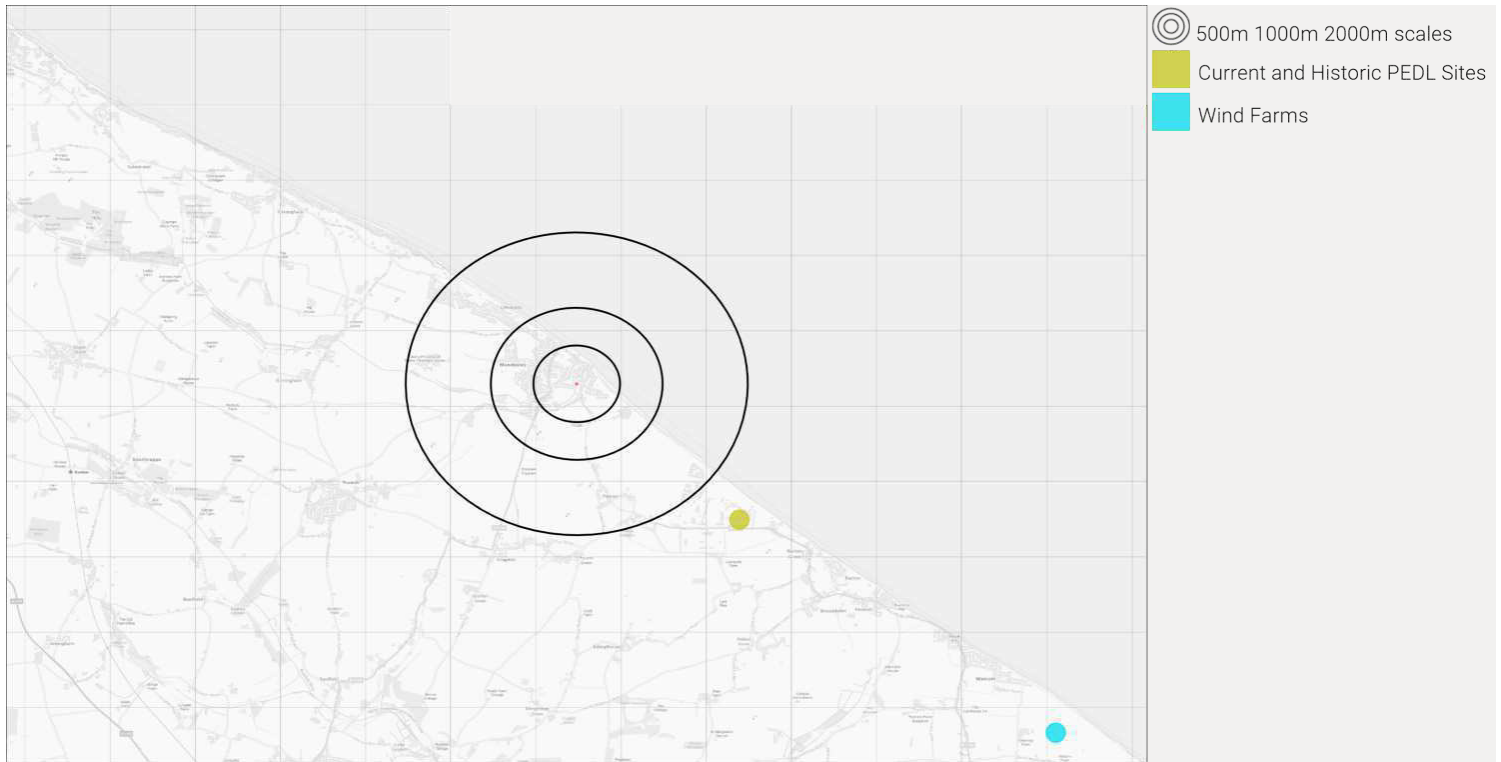
3.16 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

Subsidence Risk Rating	Geohazards Collapsible Deposits
Geohazards Compressible Ground	Geohazards Running Sand
Geohazards Shrink-Swell	Mapped Landslides
Landslips/slides Slope Instability	Mining Cheshire Brine Compensation Area
Mining Coal Mining	Mining Mining Cavities (Non-Coal)
Mining Hazards (Non-Coal)	Modified Ground Artificial Deposits
Modified Ground Historical Analysis	Natural Cavities & Soluble Rocks

4. ENERGY & INFRASTRUCTURE

4.01 Energy Map



4.15 Oil and Gas | Invitation Area (inc. Shale Gas)

PASS

Data provided by the Department for Business, Energy & Industrial Strategy (BEIS) indicates that the property is within an area for which Petroleum Exploration and Development Licence (PEDL) applications have been invited in the 14th Landward Licensing Round. Please bear in mind that these areas are quite large, almost half of the country was included in the 14th round.

The main reason for the 14th Round was to facilitate exploration for shale gas. Shale gas (methane) is trapped in impermeable shale rock. Hydraulic fracturing (or 'fracking') of the shale rock enables the shale gas to flow. Fracking has been used in the UK for many years but recent improvements in technology have made the exploitation of shale gas reservoirs more economical.

A PEDL is the first step to starting drilling, but it does not imply prior consent to actual activities. An operator wishing to drill an exploratory well must first negotiate access with landowners, as well as obtain consents from a number of bodies, including planning permission and environmental permits. BEIS will only give consent to drill once the planning authority has granted permission to drill, and if the relevant planning conditions have been discharged. An operator wishing to start production from a development site must start again with the permissions process.

If a PEDL licence is granted, it will appear below, under 'Oil and Gas | Current and Historic Sites'.

4.18 Oil and Gas | Current and Historic Sites

PASS

Data provided by the Department for Business, Energy & Industrial Strategy (BEIS) indicates that the property is within 5000 metres of one or more sites operated under a Petroleum Exploration and Development Licence (PEDL).

The existence of a current or potential oil or gas site does not necessarily mean that gas production is actually occurring or will occur. Even if gas production does occur, there is no evidence accepted as yet that there will be any material impact on the property.

The table below shows the latest or last date of each type of current or historic well drilled by the operator at a site.

Premium Residential <0.25Ha

Environmental | Flood | Ground Stability | Energy & Infrastructure



Site Name	License Number	Operator	Intent	Start Date	End Date	Distance	Source
BACTON 2	-	SHELL	Exploration	05/09/1977	09/10/1977	2616 m	BEIS

4.19 Oil and Gas | Underground Coal Gasification

PASS

Data provided by the Department for Business, Energy & Industrial Strategy (BEIS), indicates that one or more sites that are currently licensed for underground coal gasification are located 570 metres from from the property boundary.

The existence of an underground coal gasification licence does not necessarily mean that gasification is actually occurring or will occur. Even if gasification does occur, this does not mean that there will be any material impact on the value of the property. If any related data is available it will appear below.

Licence Name	Operator	Distance	Source
Cromer	Clean Coal Limited	571 m	BEIS

4.25 Checked Datasets

The dataset categories analysed in this section are listed below. For more information, please visit our website.

Carbon Capture & Storage	Electrical Infrastructure Electricity Pylons
Electrical Infrastructure Overhead Power Lines	Electrical Infrastructure Power Cables and Lines
Electrical Infrastructure Substations	Hydropower Existing
Hydropower Potential	Major Energy Infrastructure Gas Pipe
Major Energy Infrastructure Gas Site	Major Infrastructure Projects Crossrail
Major Infrastructure Projects HS2	Major Infrastructure Projects Thames Tideway Tunnel
Oil and Gas Invitation Area (inc. Shale Gas)	Oil and Gas Offered Blocks (inc. Shale Gas)
Oil and Gas Licensed Areas (inc. Shale Gas)	Oil and Gas Current and Historic Sites
Oil and Gas Underground Coal Gasification	Power Stations
Power Stations Nuclear Power	Railways
Solar Farms	Wind Farms

5. NOTES & GUIDANCE

5.01 Report Notes

METHODOLOGY

This report is a desk study risk assessment, and no site or ground inspection or physical investigation has been carried out. The impacts of the risks addressed in this report are normally measured in terms of quiet enjoyment, saleability, mortgageability, and the value of the property; the risk assessment in this report is provided by FCI who are regulated by RICS.

5.02 Contaminated Land

METHODOLOGY

The contaminated land risk assessment used in this report takes account of statutory Contaminated Land as well as information on the various land uses or processes which may have the potential to create Contaminated Land. These include, for example, relevant former industrial land uses shown on historical maps, current industrial land uses, and relevant industrial processes. Risks such as waste sites, licensed discharge consents, radioactive substances, pollution prevention and control licences, explosives, and dangerous substance inventory, Control of Major Accidents and Hazards (COMAH), and Notification of Installations Handling Hazardous Substances (NIHHS), and Planning Hazardous Substance sites are all very highly regulated and as such are excluded from the Contaminated Land risk assessment. Such features at or nearby the property are features that may be considered in the survey or valuation.

5.03 Flood Insurance

METHODOLOGY

The answers given on the availability of flood insurance reflect the flood re - insurance scheme, known as Flood Re, which was launched 1st April 2016. Flood Re has been set up to help those households who live in a flood risk area find affordable home insurance. Flood Re should make no difference to purchasing home insurance, whether that's through a price comparison site, directly from an insurer or through a broker. There is no need to contact Flood Re directly. Flood Re is intended to give peace of mind that, even after a flood claim, flood insurance should still be available with affordable premiums and excesses. Not every residential property is eligible to benefit from Flood Re, for full information about the scheme, including eligibility, see <http://www.floodre.co.uk/>.

An overall 'Floodability Rating' is given in this report based solely on JBA Floodability data. This shows the combined flood hazard, in 5 metre grid cells, from multiple sources i.e. river, sea and surface water flooding (certain groundwater flood data is also included). Over 85% of insurers use this data when assessing flood risk. The Floodability Rating is represented by colour indicators (black, red, amber, green or clear). For locations rating Black 1 (High) and Black 2 (Very High) there is more likely to be a correlation between Floodability and a residential property being included within Flood Re by a participating insurer. These indicators however provide no assurance or guarantee that insurance / insurance covering flood risk will or will not be available, no reliance should be placed upon the colour indicators, and appropriate additional enquiries should be made as to the actual availability (or not) of insurance / insurance covering flood risk. Every insurance application is unique, so other perils, risks or a previous claims history may mean that insurance is not available in any event.

Future Climate Info has partnered with HomeProtect to deliver home insurance for residential properties in areas considered to be at risk of flooding. HomeProtect policies are underwritten by AXA Insurance plc. Get an immediate, online quote at <http://www.homeprotect.co.uk/floodcover>.

5.04 Flood Risk and Impact on Value

METHODOLOGY

The flood risk assessment in this report is based on the best available historic, river, sea, and surface water flooding data. This includes data supplied by the Environment Agency and Jeremy Benn Associates (JBA). A flood risk assessment using these data sources, however, should not be regarded as definitive. Because the flood risk assessment is based on theoretical risk models, there is always the possibility that exceptional weather conditions and/or failure of flood defences can cause flooding that was not anticipated. No site visit has taken place.

The Professional Opinion on flood risk given in this report is based on a flood risk assessment of River, Sea and Surface Water flooding, using Environment Agency and JBA data. If there is a history of flooding it is reported but it is not included in the flood risk assessment because circumstances can change, for example the provision of flood defences, causing the flood conditions to be different today. Susceptibility to groundwater flooding is reported but is also not included in the flood risk assessment; this is because the data identifies geological conditions which could enable groundwater flooding to occur, but does not model the risk of such an occurrence.

RICS advises that flood risk does reduce the value of a property, compared with a similar property without such a risk. This depends on the particular circumstances of the property, any history of flooding, and the provision of flood defences. For some 'at risk' property, for example, the reduction in value may be offset by an increase due to the property's amenity value close to a river, stream or coast.

5.05 Flood Planning, Flood Warning and Reporting, and Flood

Resistance and Resilience Measures

METHODOLOGY

Detailed advice on flooding and resistance and resilience measures, flood risk planning and costs, and flood warning and reporting systems, is available from the following websites:

Government: <https://www.gov.uk/prepare-for-a-flood/find-out-if-youre-at-risk>
Insurance Industry: <https://www.abi.org.uk/Insurance-and-savings/Topics-and-issues/Flooding>
RICS: www.rics.org/uk/knowledge/consumer-guides/guide-to-flooding

5.06 Standard

T&Cs, QUERIES & COMPLAINTS

This report is supplied by Future Climate Info Limited subject to Terms and Conditions of Business, available at <http://www.futureclimateinfo.com/Content/images/PDF/FCI-terms-and-conditions.pdf>. In the event of product and content queries please contact admin@futureclimateinfo.com. Our formal complaints procedure can be found at <http://www.futureclimateinfo.com/complaints>.

5.07 Searchcode

T&Cs

IMPORTANT CONSUMER PROTECTION INFORMATION

Premium Residential <0.25Ha

Environmental | Flood | Ground Stability | Energy & Infrastructure

FUTURE
CLIMATE INFO

This search has been produced by Future Climate Info Ltd, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA, Telephone 01732 755 180, Email: info@futureclimateinfo.com, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom.
- Sets out minimum standards which firms compiling and selling search reports have to meet.
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals.
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

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

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports.
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP
Tel: 01722 333306, Fax: 01722 332296, Email: admin@tpos.co.uk, Web: <https://www.tpos.co.uk/>
You can get more information about the PCCB from www.propertycodes.org.uk

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

5.08 Report Licensing

METHODOLOGY

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6. USEFUL CONTACTS

Local Authority : North Norfolk District Council
Tel: 01263 513 811
Visit: <http://www.northnorfolk.org>

Environment Agency | | North Lutra House, Dodd Way, Off Seedlee Road, Bamber Bridge, Preston. PR5 8BX
Tel: 08708 506 506

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FUTURE
CLIMATE INFO

Visit: www.environment-agency.gov.uk
Email: enquiries@environment-agency.gov.uk

JBA Consulting | South Barn, Broughton Hall, Skipton. BD23 3AE
Tel: 01756 799919

Public Health England | Wellington House, 133-155 Waterloo Road, London. SE1 8UG
Tel: 020 7654 8000
Visit: <https://www.gov.uk/government/organisations/public-health-england>
Email: enquiries@phe.gov.uk

The Coal Authority Property Search Services | 200 Lichfield Lane, Berry Hill, Mansfield, Nottinghamshire. NG18 4RG
Tel: 0845 762 6848
Visit: www.groundstability.com
Email: groundstability@coal.gov.uk

The British Geological Survey | Environmental Research Centre, Keyworth, Nottingham, NG12 5GG
Tel: 0115 936 3143
Visit: <http://www.bgs.ac.uk/>
Email: enquiries@bgs.ac.uk

Ordnance Survey | Customer Services Ordnance Survey Adanac Drive Southampton SO16 0AS
Tel: Please contact our helpline on 08456 05 05 05
between 8:30am and 5:30pm, Monday to Friday.

Visit: If you are calling from outside the UK, please call us on +44 8456 05 05 05
(international calls are charged at the standard rate).
www.ordnancesurvey.co.uk/

Department for Business, Energy & Industrial Strategy | 1 Victoria Street London SW1H 0ET
Tel: 020 7215 5000
Email: enquiries@beis.gov.uk

HomeProtect | HomeProtect, PO Box 1124, Kingston upon Thames, KT1 1XT
Tel: 0330 660 3600
Visit: www.homeprotect.co.uk/floodcover
Email: floodcover@homeprotect.co.uk











Your order reference: G2487883-1
Your client reference: SA1166019-11660193
Date of report: 12 November 2019
Water provider: Anglian Water Services Limited
Sewerage provider: Anglian Water Services Limited

Property search address




**Flat 1, Rillbank Court, Beckmeadow Way, Mundesley,
Norwich, NR11 8LP**

All you need to know.

Asset and property analysis

 <p>Public sewer within property boundaries</p> <p>No</p> 	 <p>Public water mains within property boundaries</p> <p>No</p> 	 <p>Public pumping station within property boundaries</p> <p>No</p> 	 <p>Risk of internal sewer flooding</p> <p>No</p> 	 <p>Risk of low water pressure</p> <p>No</p> 
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Water and sewerage connections

 <p>Water connection</p> <p>Yes</p>	 <p>Foul water drainage connection</p> <p>Yes</p>	 <p>Is there a water meter at the property?</p> <p>Yes</p>
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Need some help or advice?

If you have any queries about this CON29DW search please contact our drainage and water experts on:

0800 085 8050

customer.services@geodesys.com

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Dashboard



Information



Summary



Maps



Drainage



Water



Charging



Appendix

All you need to know - understanding the CON29DW report

To understand why the information included in this report is important, it's useful for you to understand a few basic definitions and responsibilities you may have as a property owner. You may find it useful to review the key points below - this applies particularly to first-time buyers, who may have limited experience of drainage and water issues.

Definitions

Foul water	Foul water is the water from the household (i.e. from toilets, sinks and baths). If the foul water does not drain to a public sewer, the property may rely on a cesspit or septic tank. This needs to be checked before the property purchase goes ahead.
Surface water	Surface water is basically rainwater (i.e. running off the land and roofs of properties). If the rainwater does not drain to a public sewer, the home buyer's solicitor needs to check how it drains away to avoid any risk of flooding.
Mains water	This is the public water supply. If the property is not connected to the mains water supply, it may rely on a borehole. This needs to be checked before the property purchase goes ahead.

Who's responsible for the maintenance of sewers and drains?

Responsibility for sewers and drains is generally shared between the property owner and Anglian Water Services Limited. Sometimes a Local Authority, the Highways Agency or an internal drainage board may also have responsibility.

The information below applies specifically to the split of responsibility between the property owner and the water company.

Public sewers (to take away foul water and surface water)

A public sewer is defined as all the sewers outside the boundary of the property and any shared sewers within the property boundary (provided the latter were connected to the public sewer before 1 July 2011). If a sewer is public, Anglian Water Services Limited owns the sewer and has responsibility for maintenance, and any blockages or leaks should be reported to them on 03457 145 145. Public sewers appear on the public sewer map which can be found at the end of your CON29DW report, but please note that, due to recent changes in sewer ownership, not all public sewers may yet be on the map.

Private sewers (to take away foul water and surface water)

If the sewer within the boundary serves a single property, the sewer is defined as private. If there's a private sewer within the property boundary, the property owner owns the sewer and is responsible for maintenance. This also applies to shared sewers if they were connected to the public sewer after 1 July 2011. Private sewers aren't shown on the sewer map in this report.

Drains

A pipe connecting a single property to a public sewer (or to a sewer covered by an [S104 agreement](#)) is referred to as a drain. Drains are private and the property owner is responsible for maintenance. Drains aren't shown on the sewer map in this report.

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Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP



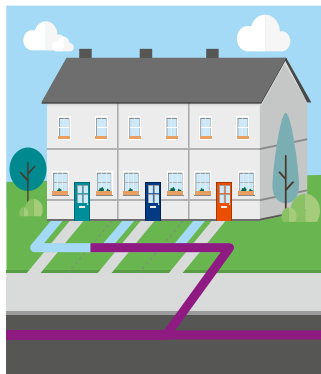
All you need to know - understanding the CON29DW report

Different property types

Sewer ownership can vary slightly depending on property type. Please see the illustrations below for full details. For further information you can also visit the Anglian Water website - <https://www.anglianwater.co.uk/services/sewers-and-drains/flooding/sewer-responsibility>

Private drains

Public drains



Terraced Properties

As sewer pipes for terraced properties are usually shared, the majority of terraced properties have a public sewer passing within the property boundaries. The exceptions are the pipes within the end terrace boundary (shown on the left in this illustration) where the run of the sewer begins, and the lateral drains connecting all individual properties to the public sewer.

Semi-Detached

The majority of semi-detached properties share a sewer, meaning that most of the sewer pipe is public. The exceptions are the pipes within the end property (shown on the left in this illustration), and the lateral drains connecting both properties to the public sewer.

Detached

Detached properties are most likely to connect directly to the public sewer, with no shared pipes. This means that in most cases the pipes within the boundary are private. This is important to note as owners are generally responsible for a longer length of sewer pipe.

Apartment/Flats

Apartments and flats generally connect directly to the public sewer meaning that, in most cases, the sewer pipes within the boundary are private. This is important for owners of the individual flats as they have joint responsibility for these pipes. In some cases the pipes may be the responsibility of the management company.

What's an adoption agreement and why is it important?

An adoption agreement, (also known as a Section 104 agreement) is an agreement between the owners of a private sewer (usually a property developer) and the water company. The agreement states that, once the developer has constructed the sewer to an agreed standard and maintained it for an agreed period, the water company will adopt it and it will become a public sewer. Before this happens, the sewer remains private, owned by the developer.

The solicitor should ask to see a copy of the Section 104 agreement (available from Anglian Water Services Limited or the developer) to check that it covers the particular property. They should also ask to see a copy of any Section 104 agreement to check that it covers the particular property and should also ask whether a bond was paid by the developer. The bond is intended to cover water company costs should the developer not complete the sewer to the agreed standard. If a bond has been paid, this information will be included in [question 2.6](#) of the report.

When dealing with fairly new properties it's quite common that the Section 104 agreement is not yet completed. If the proposed property purchase is more than about 5 years old, however, the purchaser's solicitor should enquire into why there's no agreement.

If there's no agreement in place the solicitor should check with Anglian Water Services Limited whether they're planning to adopt. If not, the purchaser and the lender need to be aware of this as the cost of maintaining and repairing private sewers can be very expensive.

Your order reference: G2487883-1

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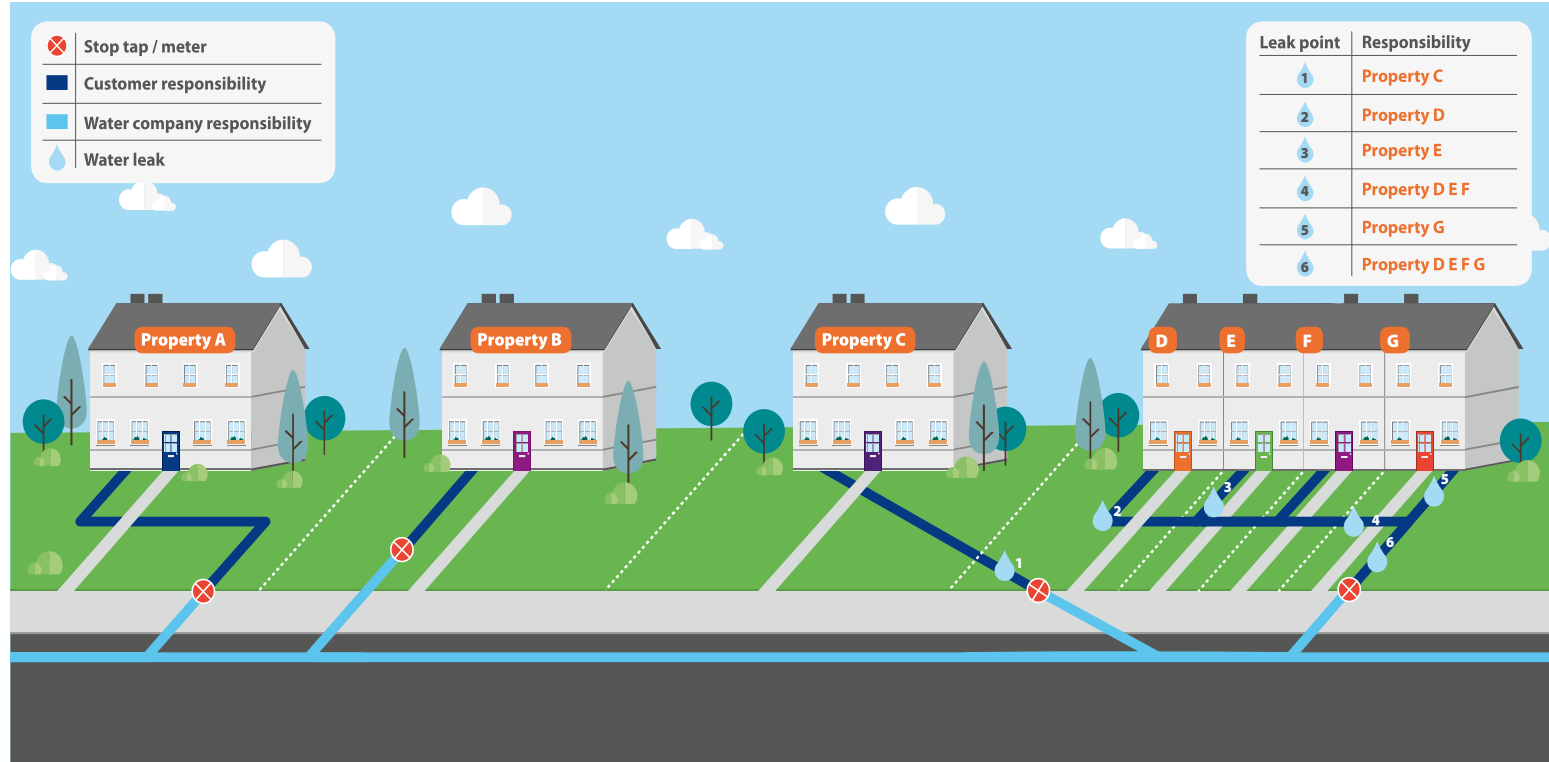
All you need to know - understanding the CON29DW report

Who's responsible for the maintenance of water supply pipes?

In most cases Anglian Water Services Limited is responsible for the pipes from the water mains up to your property boundary (or the stop tap / meter, if this is inside your property boundary). Sometimes the stop tap or meter is located on the external wall of your property (not reflected in our diagram); in which case you are responsible for the pipe work which runs between your property boundary and the inlet of the meter box.

There are a few situations when your responsibility can extend beyond your property boundary, but you (or your landlord) are responsible for that section of pipework. See property C below.

In the case of a shared supply pipe - see properties D, E, F and G below - responsibility and costs for maintenance or repair are shared between the properties.



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Property address:
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All you need to know - understanding the CON29DW report

Who's responsible for the maintenance of pumping stations?

After 1 October 2016, many private pumping stations became the responsibility of water companies (provided they were connected before 1 July 2011). This applies to all stations that serve two or more properties, unless both properties are leasehold and situated on a single curtilage (e.g. many industrial or commercial pumping stations). A pumping station which serves only a single property remains private, unless it's situated on third-party land.

Anglian Water is currently identifying and assessing all pumping stations and, once the team identifies a station that's their responsibility, they write to the property owner(s) to inform them of their intention to adopt. This includes waivers of consent, i.e. allowing Anglian Water access to pumping stations on the homeowner's land. Once a pumping station becomes the responsibility of Anglian Water, it will also appear on the map within your CON29DW report.

Once the water company had taken on responsibility for a pumping station, they are responsible for maintenance and anything that goes wrong. If there's a private pumping station within the property boundary, the property owner has that responsibility. If there's more than one property owner, e.g. in the case of apartments and flats, owners may have joint responsibility or it may be the responsibility of the management company.

If you think your private pumping station should be the responsibility of Anglian Water, you can find out more on the Anglian Water website <https://www.anglianwater.co.uk/services/sewers-and-drains/private-pumping-stations>. As pumping stations come in all shapes and sizes, this page also includes a useful guide to what you should be looking for.

Sustainable drainage systems

Rather than surface water (rainwater) running straight into the sewers, sustainable drainage systems (also known as SuDS) slow down the water flow, absorbing it or holding it back in ponds or other landscape features. This helps to reduce the risk of flooding and of pollution caused by surface water carrying waste into watercourses.

Your CON29DW report provides information on whether surface water from a property drains to a public sewer. But if the property was built after 6 April 2015, the surface water drainage may be provided by a sustainable drainage system. If this is the case, then checks should be made either with the property developer or by reviewing question 3.3 of the CON29 from the Local Authority.

Paying for your water and sewerage services

For details of charges please visit your provider's website (see questions [4.1.1](#) and [4.1.2](#)). If your provider is Anglian Water, you can find details of both water and sewerage services on their website - <https://www.anglianwater.co.uk/account-and-bill/tariffs-and-charges/charges-explained>

If there's already a water meter at the property, your water usage will be measured and charged according to the meter. If there's no meter, the water charge will be a fixed annual charge (i.e. water rates). Homeowners with a fixed charge can also apply to have a meter fitted.

Please note that the water company may choose to install a meter at the property upon change of occupancy.

Who looks after what?

Anglian Water billing services

(general enquiries about your water bill)

0345 791 9155

Anglian Water emergency line (24/7)

0345 714 5145

Anglian Water - reporting a leak (24/7)

0800 771 881

In Your Area

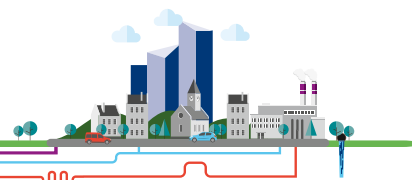
(get the latest updates on repairs or planned work in your area)

<https://inyourarea.digdat.co.uk/AnglianWater>

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP





Dashboard



Information



Summary



Maps



Drainage



Water



Charging



Appendix

Summary of Responses:

Maps		
1.1	Where relevant, please include a copy of an extract from the public sewer map	Map Included
1.2	Where relevant, please include a copy of an extract from the map of waterworks	Map Included
Drainage		
2.1	Does foul water from the property drain to a public sewer?	Yes
2.2	Does surface water from the property drain to a public sewer?	Yes
2.3	Is a surface water drainage charge payable?	Yes
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
2.4.1	Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?	No
2.5	Does the public sewer map indicate any public sewer within 30.48 meters (100 feet) of any buildings within the property?	Yes
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?	No
2.6	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?	No
2.7	Has any 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?	Not Applicable
2.8	Is the building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?	No
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Answer
Water		
3.1	Is the property connected to mains water supply?	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3	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?	No
3.4	Is this property at risk of receiving low water pressure or flow?	No
3.5	What is the classification of the water supply for the property?	Very Hard
3.6	Please include details of the location of any water meter serving the property.	See Answer
Charging		
4.1.1	Who is responsible for providing the sewerage services for the property?	Anglian Water Services Limited
4.1.2	Who is responsible for providing the water services for the property?	Anglian Water Services Limited
4.2	Who bills the property for sewerage services?	Anglian Water Services Limited
4.3	Who bills the property for water services?	Anglian Water Services Limited
4.4	What is the current basis for charging for sewerage and/or water services at the property?	Measured
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	Measured

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Maps

Question 1.1 Where relevant, please include a copy of an extract from the public sewer map

Answer 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.

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

Anglian Water Services Limited 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.

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

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

Question 1.2 Where relevant, please include a copy of an extract from the map of waterworks

Answer 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.

The map of the waterworks has been supplied by:

Anglian Water Services Limited
Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
Cambridgeshire
PE29 6XU
Tel: 03457 145 145
www.anglianwater.co.uk

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

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

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

The enclosed extract of the public water main record shows known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.

[View Maps](#) ▶

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Question 2.1 Does foul water from the property drain to a public sewer?

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

Anglian Water Services Limited is not responsible for any private drains and sewers that connect the property to the public sewerage system, and does not hold details of these. The property owner will normally have sole responsibility for private drains serving the property.

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

Question 2.2 Does surface water from the property drain to a public sewer?

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

If the property was constructed after 6 April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the developer or question 3.3 of the CON29 from the local authority from 4 July 2016.

Anglian Water Services Limited is not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.

This information is provided based on the existing billing records for the property. It is the responsibility of the homeowner to notify the sewerage undertaker should this not be accurate and surface water does not drain to the public sewer. The charge for surface water drainage will still be payable if the property drains only partially to the public sewer, as well as to a soakaway or to ground.

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.

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.

Details can be obtained from Anglian Water Services Limited, telephone 0800 169 3271 or visit : www.anglianwater.co.uk/household/your-account/bills-and-payments/tariffs/surface-water-drainage.aspx

For further information on surface water drainage, please visit the Ofwat website; www.ofwat.gov.uk/households/your-water-bill/surfacewaterdrainage

Question 2.3 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is payable for the property at £37 for each financial year.

If the property was constructed after 6 April 2015 the Surface Water drainage may be served by a Sustainable Drainage System. Further information may be available from the developer or question 3.3 of the CON29 from the local authority.

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

Where surface water charges are payable but upon inspection the property owners believe that surface water does not drain to the public sewerage system, an application can be made to Anglian Water to end future surface water charges by contacting them on 0800 169 3271. Further information can be found by visiting: www.anglianwater.co.uk/household/your-account/bills-and-payments/tariffs/surface-water-drainage.aspx

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Question 2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

Answer The public sewer map included indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, on 1 October 2011, private sewers that serve a single property and lie outside the boundary of that property, were transferred into public ownership. Therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may prevent or restrict development 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 may restrict further development. Anglian Water Services Limited 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 are checked with the developer

Please note if the property was constructed after 1 July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the homeowner.

Question 2.4.1 Does the public sewer map indicate any public pumping station or ancillary apparatus within the boundaries of the property?

Answer The public sewer map included indicates that there is no public pumping station within the boundaries of the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services.

Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement.

Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance.

Further information can be found on the pumping station adoption in the appendices of the CON29DW.

Question 2.5 Does the public sewer map indicate any public sewer within 30.48 meters (100 feet) of any buildings within the property?

Answer The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property. (See supplied extract from the public sewer map). On 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

The presence of a public sewer within 30.48 metres (100 feet) of any building within the boundary of 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 any building within the boundary of the property and the nearest public sewer.

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

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Question 2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres of any buildings within the property?

Answer The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

Only private pumping stations installed before 1 July 2011 and servicing 2 or more properties will be transferred into the ownership of Anglian Water Services.

Pumping stations installed after 1 July 2011 will remain the responsibility of the homeowners unless they are the subject of an adoption agreement.

Anglian Water Services will have rights of access to maintain their assets which is anticipated to be completed on a 12 monthly basis which will be reviewed dependent on monitoring and performance.

Further information can be found on the pumping station adoption in the appendices of the CON29DW.

Question 2.6 Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

This enquiry is of interest to purchasers of new properties 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 public drains and sewers for which they will hold maintenance and renewal liabilities.

On 1 October 2011 all foul Section 104 sewers laid before 1 July 2011 were transferred into public ownership, excluding those that discharge to a privately owned sewage treatment or collection facility. All surface Section 104 sewers that do not discharge to a public watercourse were also transferred. Our mapping records are currently being reviewed and updated and may not yet reflect this change, therefore there may be additional public sewers, disposal mains or lateral drains which are not yet recorded on the public sewer map or public sewers that still show as Section 104 sewers.

Question 2.7 Has any Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

Answer The company's records confirm that there is not a statutory agreement or consent in respect of building over/near a public sewer at this property. For historical reasons the company may not be aware of some agreements or consents which have been entered into by the local authority. Whilst an 'agreement' may not exist, current Building Regulation guidance permits building over/near sewers in certain circumstances. Consent without an agreement may have been issued by Anglian Water or independently by the Building Control Body. As long as the extension has a valid building regulations certificate then this should prove adequate assurance to the purchaser.

Anglian Water Services Limited is obliged to maintain its sewers. If any problem was to arise, Anglian Water Services Limited would investigate the problem and 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. In advance of any problem it is difficult to predict the effect the works would have on the property. Similarly, the position as to liability of both the property owner and Anglian Water Services Limited would need to be ascertained.

On 1 October 2011 private sewers were transferred into public ownership, therefore there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property.

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Question 2.8 Is the building which is, or forms part of the property, at risk of internal flooding due to overloaded public sewers?

Answer The property is not recorded as being at risk of internal flooding due to overloaded public sewers. On 1 October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which Anglian Water may not be aware of. For further information it is recommended that enquiries are made of the vendor as to any previous flooding occurrences.

A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (eg. Flat gradient, small diameter). Flooding as a result of temporary problems such as blockage, 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 has included in its Register of properties at risk of sewer flooding. These are defined as properties that have suffered 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.

Properties which have flooded as a result of storm events proven to be exceptional (defined as a storm return period equal to or greater than 1 in 20) are not included on the Flood 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 Anglian Water Services Limited. This report excluded flooding from private sewers and drains and Anglian Water Services Limited makes no comment upon this matter.

For further information please visit www.anglianwater.co.uk or contact Anglian Water customer services on 03457 145 145.

Question 2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

Answer The nearest sewage treatment works is 0.59 kilometres to the South West of the property. The name of the sewage treatment works is MUNDESLEY-KNAPTON ROAD STW (Anglian Water Services).

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 has not been identified.

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Question 3.1 Is the property connected to mains water supply?

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

Question 3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

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

Question 3.3 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

Answer 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.

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.

Section 51A of the Water Industry Act 1991, as amended by Water Industry Act 2003 "Agreements to adopt water main or service pipe at future date", sets out the framework for water companies to enter into agreements with persons constructing or proposing to construct new water mains and service pipes for domestic purposes.

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Question 3.4 Is this property at risk of receiving low water pressure or flow?

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

"Low water pressure" means water pressure below the reference level which is the minimum pressure when demand on the system is not abnormal. We maintain a Low Pressure Register of properties that are at risk of persistently 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 (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or the Institute of Plumbing handbook.

Allowable exclusions: The Company includes in the Low Pressure 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. We exclude properties which are affected by low pressure only on those days with the highest peak demands. During the report year we may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance: We do not report low pressures caused by planned maintenance.

One-off incidents: This exclusion covers low pressure incidents caused by one-off events: mains bursts; failures of company equipment (such as PRVs or booster pumps); firefighting; and action by a third party.

Low pressure incident of a short duration: Properties affected by low pressure 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.

Question 3.5 What is the classification of the water supply for the property?

Answer The water supplied to the property has an average water hardness of **140.5 mg/l** which is defined as **Very Hard** by Anglian Water Services Limited.

Water hardness can be expressed in various different units, for example, the hardness setting for a dishwasher is commonly expressed in degrees Clark. You should be able to find the required unit in your appliance's manual. The following table shows the various different units of the water hardness measurement for this property:

Calcium (mg/l or ppm)	Calcium Carbonate (mg/l or ppm)	Degrees Clark (°Clark or °e)	Degrees French (°f or °fH)	Degrees German (°dH or dGH)	mmol/l (Millimoles of ca/l)
140.500	351.250	24.588	35.125	19.670	3.513

Question 3.6 Please include details of the location of any water meter serving the property.

Answer Records indicate that the property is served by a water meter, which is located not within the dwelling-house which is or forms part of the property, and in particular is located IN VERGE 8M RT OF DRIVE 5 OF 5.

Anglian Water have put together a list of these abbreviations to help you interpret the location of your water meter. Please remember that it is not uncommon for Water Meter locations to be recorded using a combination of these abbreviations.

For example: LHS 4M FNC - Left hand side 4 meters from fence

If you are still having difficulty interpreting these abbreviations, please visit: <http://www.geodesys.com/water-meter-locations/>

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Question 4.1.1 Who is responsible for providing the sewerage services for the property?

Answer Anlian Water Services Limited
Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
Cambridgeshire
PE29 6XU
Tel: 03457 145 145
www.anlianwater.co.uk

Question 4.1.2 Who is responsible for providing the water services for the property?

Answer Anlian Water Services Limited
Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
Cambridgeshire
PE29 6XU
Tel: 03457 145 145
www.anlianwater.co.uk

Question 4.2 Who bills the property for sewerage services?

Answer The property is billed for sewerage by:

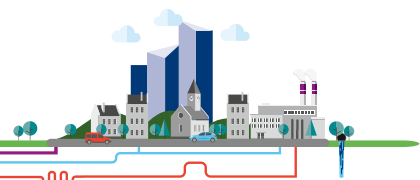
Anlian Water Services Limited
Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
Cambridgeshire
PE29 6XU
Tel: 03457 145 145
www.anlianwater.co.uk

If the property is not billed for sewerage services this could indicate that an account hasn't been set up with the sewerage provider or the property has a private drainage system. The above answer is based on the most up to date billing records listed for the property. If the current occupier believes this answer to be incorrect, they will need to contact their sewerage provider to ensure these records are amended.

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Question 4.3 Who bills the property for water services?

Answer The property is billed for water services by:

Anglian Water Services Limited
Lancaster House
Lancaster Way
Ermine Business Park
Huntingdon
Cambridgeshire
PE29 6XU
Tel: 03457 145 145
www.anglianwater.co.uk

If the property is not billed for water services this could indicate that an account hasn't been set up with the water provider or the property has a private water supply. The above answer is based on the most up to date billing records listed for the property. If the current occupier believes this answer to be incorrect, they will need to contact their water provider to ensure these records are amended.

Question 4.4 What is the current basis for charging for sewerage and/or water services at the property?

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

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

Question 4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Answer The basis for charges will be based on a metered supply.

For properties in the Anglian Water region, where Anglian Water supply clean water and a meter is installed, all charges levied at the property will be based on a metered consumption.

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

On change of occupation, the Company may install a meter at the premises and base charges upon the measured tariff. The Company may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for: watering the garden, other than by hand (this includes the use of sprinklers) Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Where charges are levied to a third party, the occupier needs to contact the vendor to confirm charging arrangements.

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APPENDIX 1: General interpretation

(1) In this Schedule-

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

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b); "the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d); "bond" means a surety granted by a developer who is a party to an adoption agreement;

"bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond; "calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act; "disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which-

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

(b) is not a public sewer;

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

"effluent" means any liquid, including particles of matter and other substances in suspension in the liquid; "financial year" means the twelve months ending with 31st March;

"lateral drain" means-

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

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

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

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

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

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

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

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

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

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

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

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

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(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.

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

(a) 1991 c.56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c.15.

(j) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(l) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

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1. Introduction

1.1 These Terms set out the terms which will apply in respect of any Orders You place with Us for a Report, as defined below.

1.2 These Terms may need to be amended from time to time and have a publication date which will be updated when any changes are made. Every time You wish to place an Order, please check these Terms to ensure You understand the terms which apply at that time, as they may have changed since any earlier order You may have placed.

1.3 If You do not accept these Terms You must not place any Orders with Us.

1.4 If You are trading as a business, it is also Your responsibility to ensure that prior to placing an Order on behalf of a Client, that You make Your Client aware of the Terms, and that they accept them.

2. Interpretations & Definitions

2.1 In addition to any defined terms, the following words shall have the following meanings:

(a) "Client" means the person, company or body (including where required, their mortgage lender) for whom You have agreed to supply one or more Reports in the normal course of business.

(b) "Map" means any Ordnance Survey map (and any data contained therein) provided as part of the Services.

(c) "Order" means any request for a Report made by You to Us.

(d) "Report" means the report known as the "CON29DW" prepared by Us providing drainage and water information in relation to a Residential Property.

(e) "Residential Property" means the address(es) or location(s) of a residential property provided by You when You place an Order.

(f) "Services" means the provision of a Report.

(g) "Terms" means these terms and conditions for CON29DW enquiries and General Terms means any general commercial terms in effect between the parties.

(h) "We", "Our" and "Us" means Anglian Water Services Limited trading as Geodesys, being a company registered in England and Wales with company number 2366656, and whose registered office address is at Lancaster House, Lancaster Way, Huntingdon PE29 6XU, and whose principle place of trading is at Osprey House, 1 Percy Road, Huntingdon PE29 6XU.

(i) "Website" means <http://www.geodesys.com/>.

(j) "You" and "Your" means the person, firm or company requesting the provision of property-related and company search information and reports from Us.

3. Placing Orders and Our Agreement

3.1 Your Order constitutes an offer by You to purchase Report(s) from Us.

3.2 When You place an Order, You will receive an e-mail from Us acknowledging that We have received Your Order, but this does not mean We have accepted Your Order.

3.3 We may choose not to accept Your Order, but on the rare occasion that this may occur, We will aim to notify You within 48 hours. For the avoidance of doubt, no contract will exist between Us until We have expressly accepted Your Order.

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP

4. Cancellation rights

As a consumer

4.1 Where You are an individual consumer (and not acting for purposes wholly or mainly relating to Your trade, business, craft or profession), You have specific legal rights relating to cancellation of any Order You may place. You may cancel Your Order at any time within 14 days after the day on which the contract is entered into ("Cancellation Period").

4.2 To exercise the right to cancel, You must tell Us of Your decision to cancel this contract by a clear statement.

4.3 Where You are ordering a Report as a consumer, due to Your cancellation rights, We will not process Your Order or provide the Report to You before the end of the Cancellation Period unless You provide Your express consent and You acknowledge that You will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulation 2013.

4.4 In addition to these rights, where We are able to, We will cancel any Order in accordance with Our cancellation policy, which can be found on Our Website.

As a Business

4.5 The Cancellation Period does not apply to Your Order if You are placing the Order wholly or mainly for purposes relating to Your trade, business, craft or profession.

4.6 If You cancel Your Order other than in accordance with this clause You may be liable for the payment of certain fees which are recoverable as detailed in Our cancellation policy at: www.geodesys.com/cancellation-policy.

5. The Report

5.1 We will prepare the Report using the Residential Property details You provide at the time You place Your Order. The Report You receive will rely on the accuracy, completeness and legibility of the address and/or plans You supply with Your Order.

5.2 The Report is produced only for use in relation to Residential Property which require the provision of drainage and water information and cannot be used for non-residential properties, development of land or any property used solely for carrying on a trade or business. Where You require a report for a non-residential property, or for the development of land, You can order a different report from Us, and different terms shall apply.

5.3 The Report provides information as to the indicative location and connection status of existing services and other information relating to drainage and water enquiries and should not be relied on for any other purpose.

5.4 As You may expect, the information contained in the Report can change on a regular basis, so We cannot be responsible to You or if You are trading as a business to Your Client for any change in the information contained in the Report after the date on which the Report was produced (as shown in the Report).

5.5 The Report does not give details about the actual state or condition of the Residential Property or its connecting private services, nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Residential Property for any particular purpose. It should not be 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.

5.6 We will send the Report to the address You have provided in Your Order, including email address for online Orders.

5.7 You agree only to use the Report for the purpose for which it is supplied in accordance with these Terms.

5.8 Where We accept Your Order:

(a) We will provide the Services with reasonable skill and care; and

(b) Your Order will be fulfilled within a reasonable period.

5.9 In providing the Report, We will comply with all laws and regulations which apply to the provision of the Report including ensuring that We have all the necessary licences and permissions, including intellectual property rights to provide the Report.

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP



5.10 It is Your responsibility to ensure that Your Order, and the Report meet Your requirements if You are trading as a business the requirements of Your Client.

5.11 In providing You with this Report, We will comply with the Drainage & Water Searches Network (DWSN) Standards.

6. Disclaimers with regards to the Reports

6.1 Without prejudice to all other Terms, Geodesys accepts responsibility for the inaccuracy of location, or missing apparatus contained in the Maps within the Report that arise as a result of negligence.

6.2 Notwithstanding clause 6.1, for the purposes of this Report, Geodesys will not seek to rely on any statements and/or disclaimer shown on any Maps which limits liability in relation to the accuracy and/or location of apparatus.

6.3 The Report should not be relied upon in the event of excavations at the Residential Property or other works without seeking independent advice in advance.

7. Intellectual Property Rights

7.1 The Report You receive is confidential and is intended for (a) Your own internal or personal purposes and/or (b) where You are trading as a business, the personal use of Your Client. The Report shall not be used or copied (in whole or in part) for any other use whatsoever, whether for commercial gain or otherwise.

7.2 We grant You a non-exclusive and non-transferable licence:

- (a)** to make copies of the Reports (except the Map) for Your own internal purposes;
- (b)** to incorporate the Reports (other than the Map) into any written advice You provide in the normal course of Your business; and
- (c)** to disclose the Reports, where You are trading as a business, in the normal course of Your business to:

(i) Your Client; and or

(ii) anyone who is acquiring or considering acquiring an interest in or charge over the property to which the Report relates, and their professional advisers.

7.3 You must not alter any part of the Report including altering, removing or obscuring any logos and/or branding which is contained in a Report.

7.4 All intellectual property rights, including trademarks, domain names and copyright in the Reports are owned by Us and/or Our licensors.

7.5 Any Maps contained in any Report are protected by Crown Copyright. The Maps must not be used for any purpose other than as part of the Report. Neither You nor anyone You provide the Report to may reproduce the Maps without paying for a separate licence from Ordnance Survey.

7.6 No intellectual or other property rights are transferred or licensed to You or where You are trading as a business to Your Client or any other person except to the extent set out in these terms.

7.7 You agree to compensate Us against any losses, costs, claims, damages and/or expenses which We incur and/or suffer as a result of any breach of any intellectual property rights or obligations set out in any of the Terms) by You, or where You are trading as a business to Your Client or any party to whom You provide a copy of the Report.

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP

8. Additional Intellectual Property Right Provisions

8.1 The enquiries in the Report are protected by copyright by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose which is not expressly set out in these Terms.

8.2 The answers and information in the Report are protected by copyright by Geodesys.

9. Liability

9.1 This paragraph sets out the exclusions to and limitations on Our liability to You and if You are trading as a business to Your Client.

9.2 We will not be liable to You (and/or if You are trading as a business to Your Client) in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise:

(a) if We do not accept Your Order;

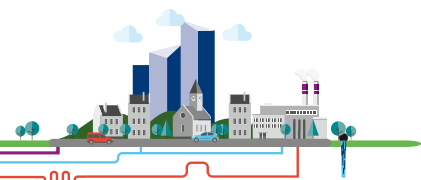
(b) for any inaccuracies, mistakes or omissions in the Reports unless any such liability arises as a direct consequence of Our negligence.

9.3 Notwithstanding the above, nothing affects any party's liability for (a) death or personal injury arising from its negligence, (b) liability for fraud or fraudulent misrepresentation and / or (c) any other liability which cannot be excluded or limited under applicable law.

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP



10. Additional Provision relating to Our Liability to You for the Report

10.1 Subject to clause 9.3, Our total liability to You and/or if You are trading as a business to Your Client, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these Terms and/or the provision of a Report limited to £10 million in aggregate.

11. Customer Complaints Procedure

11.1 Geodesys offer a robust complaints procedure which can be found on Our Website here.

11.2 If Your complaint has gone through Our complaints procedure and You are dissatisfied with the response or it has exceeded Our response timescales, You may refer Your complaint for consideration under The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting www.tpos.co.uk or email admin@tpos.co.uk.

12. General

12.1 These Terms (and any General Terms or other documents referred to herein) are the only terms and conditions that shall apply to any Order and the provision of a Report by Us to You and shall constitute the entire agreement between You and Us and supersede, replace and extinguish any previous arrangement, understanding or agreement between Us relating to such Report.

12.2 Any dispute or claim arising out of or in connection with these terms and or their subject matter or formation (including non-contractual disputes or claims) shall be governed by the laws of England and Wales. Any dispute (including any non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the courts of England and Wales.

12.3 If there is any conflict or inconsistency between the provisions of these Terms and any other General Terms, the provisions of these Terms shall prevail.

12.4 In the event of any conflict of inconsistency between any information on the Website describing the features of the Report and these Terms, then these Terms shall prevail.

12.5 Where You are acting wholly or mainly in the normal course of Your trade, business, craft or profession Your Client is entitled to the benefit of these Terms. Save as provided in this clause 12.5, it is not intended that any other person who is not a party to these Terms has any right to enforce any term of these Terms under the Contracts (Rights of Third Parties) Act 1999.

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP

APPENDIX 3: Important consumer protection information

This search has been produced by Geodesys, a trading name of Anglian Water Services Ltd. Our address is - Osprey House, 1 Percy Road, Huntingdon, Cambridgeshire, PE29 6SZ. To contact us - Tel 0800 085 8050 or email customer.services@geodesys.com.

Geodesys is a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Enquiry and the Commercial Drainage and Water Enquiry.

For more information please visit www.dwsn.org.uk

Geodesys adhere to the DWSN Standards which set out to ensure DWSN members maintain high standards of product quality, consumer protection and customer service in the supply of responses to the Law Society's CON29DW Enquiry for the benefit of end-users and their professional advisers.

The DWSN Standards are:

- Promotion of best practice and quality
- Maintain adequate insurance
- Display the appropriate logos to signify high standards
- Respond to complaints in a timely fashion and provide an appropriate escalation procedure
- Comply with all applicable UK legislation, regulations and industry standards
- Act in a professional and honest manner and provide a service with due care and skill

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP

Complaints

Whilst we make every effort to ensure that all our searches are accurate and dispatched in a timely way, we understand that occasionally things may not go as planned. If you have a query or complaint about your search, you should raise it directly with us, and if appropriate ask for any complaint to be considered under our formal internal complaints procedure. We will always try to resolve a query or complaint immediately. If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOS). The Ombudsman can award up to £25,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience.

If it is not possible to resolve your complaint immediately, we will:

- Take all of the details and investigate your complaint under our formal complaints procedure. If we do not contact you within 5 working days of you raising the complaint, you will be entitled to £50 compensation.
- Always aim to resolve a complaint fully and in writing within 5 working days, but no later than 20 working days of receipt.
- Keep you informed by letter, telephone or email as you prefer should we need more time to resolve the matter.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

If we consider your complaint to be justified we will:

- Refund your search fee.
- Provide you with a revised search.
- Take all action within our control to put things right.

Complaints should be sent to: Customer Services, Geodesys, Osprey House, 1 Percy Road, Huntingdon, Cambridgeshire, PE29 6SZ, Tel: 0800 085 8050, Email: customer.services@geodesys.com

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman Scheme (TPOS).

TPOs Contact Details:

The Property Ombudsman scheme (TPOs)

The Property Ombudsman scheme, Milford House, 43-55 Milford Street, Salisbury SP1 2BP

Telephone: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk

We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

Your order reference: G2487883-1

Property address:

Flat 1, Rillbank Court, Beckmeadow Way, Mundesley, Norwich, NR11 8LP



Title: G2487883-1 Date: 12/11/19 Scale: 1:1000 Map Centre: 631474,336290

Water Main (Potable)		 Hydrant
Decommissioned Water		
Water Main (Raw)		 Fitting

This plan is provided by Anglian Water pursuant to its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or disposal main or any item of apparatus. This information is valid for the date printed. This plan is produced by Anglian Water Services Limited (c) Crown copyright and database rights 2019 Ordnance Survey 100022432. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other uses of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.



Title: G2487883-1 Date: 12/11/19 Scale: 1:1000 Map Centre: 631474,336290

- | | | | | | | | | |
|---|--|--|--------------------------------|-------------------------------|--------------------------------|-------------------------|---------|-------|
| Foul Sewer | Surface Sewer | Combined Sewer | Final Effluent | Manhole | Public Pumping Station | Private Pumping Station | Outfall | Inlet |
| Decommissioned Sewer (colour denotes effluent type) | Private Sewer (colour denotes effluent type) | Rising Main (colour denotes effluent type) | Decommissioned Pumping Station | Public Sewage Treatment Works | Private Sewage Treatment Works | | | |

This plan is provided by Anglian Water pursuant its obligations under the Water Industry Act 1991 sections 198 or 199. It must be used in conjunction with any search results attached. The information on this plan is based on data currently recorded but position must be regarded as approximate. Service pipes, private sewers and drains are generally not shown. Users of this map are strongly advised to commission their own survey of the area shown on the plan before carrying out any works. The actual position of all apparatus MUST be established by trial holes. No liability whatsoever, including liability for negligence, is accepted by Anglian Water for any error or inaccuracy or omission, including the failure to accurately record, or record at all, the location of any water main, discharge pipe, sewer or disposal main or any item of apparatus. This information is valid for the date printed. This plan is produced by Anglian Water Services Limited (c) Crown copyright and database rights 2019 Ordnance Survey 100022432. This map is to be used for the purposes of viewing the location of Anglian Water plant only. Any other uses of the map data or further copies is not permitted. This notice is not intended to exclude or restrict liability for death or personal injury resulting from negligence.

REGULATED LOCAL SEARCH REPORT

Compiled by Search Acumen

PROPERTY ADDRESS SEARCHED:

Flat 1,
Rillbank Court Beckmeadow Way,
Mundesley,
Norwich,
NR11 8LP

YOUR REFERENCE:

TCW/095857/1

FOR THE ATTENTION OF:

Duygu Karatay

OUR REFERENCE:

11660194

COMPANY NAME:

Attwells Solicitors

LOCAL AUTHORITY

North Norfolk District Council

REPORT WAS PREPARED AND CONDUCTED BY:

Home Information Searches

REPORT WAS UNDERTAKEN AND COMPLETED ON:

12/11/2019

This search was produced by Search Acumen which is a trading name of Phoenix Searches Limited, which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

Phoenix Searches Limited is registered in England & Wales under Company Registration No. 8450163.

Registered Offices: Maidstone Studios, New Cut Road, Vinters Business Park, Maidstone, Kent, ME14 5NZ.



SEARCH
ACUMEN
THINKING AHEAD



SEARCH REPORT SUMMARY

1.1	Are there any Planning or Building Control Entries?	YES
1.2	Are there any Development Plan Policies?	YES
2.1	Does the Property abut any Private Roads or Public Rights of Way?	YES
3.1	Is the Property part of Land required for Public Purposes?	NO
3.2	Is the property part of land to be Acquired for Road Works?	NO
3.3	Are there any Drainage Matters?	NO
3.4	Are there any Road Schemes within 200m?	NO
3.5	Are there any Rail Schemes within 200m?	NO
3.6	Are there any Traffic Schemes?	NO
3.7	Are there any Outstanding Notices?	NO
3.8	Are there any Contraventions of Building Regulations?	NO
3.9	Are there any Notices, Orders, Directions, and Proceedings under the Planning Acts?	NO
3.10	Is there a Community Infrastructure Levy schedule?	NO
3.11	Is the property within a Conservation Area?	NO
3.12	Is the property subject to a Compulsory Purchase Order?	NO
3.13	Is the property affected by Contaminated Land?	NO
3.14	Is the property within a Radon Affected Area?	NO
3.15	Has the property been nominated as an Asset of Community Value?	NO

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 or agreements	
(a)	a planning permission	No
(b)	a listed building consent	No
(c)	a conservation area consent	No
(d)	a certificate of lawfulness of existing use or development	No
(e)	a certificate of lawfulness of proposed use or development	No
(f)	a certificate of lawfulness of proposed works for listed building	No
(g)	a heritage partnership agreement	No
(h)	a listed building consent order	No
(i)	a local listed building consent order	No
(j)	building regulations approval	Yes
(k)	a building regulation completion certificate and	Yes
(l)	any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	Yes
1.2	Planning Designations and Proposals What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	Yes - Please see Development Plan Policies
	<i>Informative: This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally Proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents. Further enquiries should be made to the Planning Department.</i>	

ROADS AND PUBLIC RIGHTS OF WAY

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

(a)	highways maintainable at public expense	Beckmeadow Way, Mundesley - Not Adopted Paston Road is maintained at public expense.
(b)	subject to adoption and, supported by a bond or bond waiver	No
(c)	to be made up by a local authority who will reclaim the cost from the frontagers; or	No
(d)	to be adopted by a local authority without reclaiming the cost from the frontagers	No
	<i>Informative: The local authority cannot comment on the width of a highway, or whether or not any existing highway directly abuts the boundary of the property</i>	
2.2	Public rights of way Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	Yes Mundesley FP20
2.3	Are there any pending applications to record a public right of way that abuts, or crosses the property on a definitive map or revised definitive map?	No
2.4	Are there any legal orders to stop up, divert, alter or create a public right which abuts or crosses the property not yet implemented or shown on a definitive map?	No
2.5	If so, please attach a plan showing the approximate route.	No

OTHER MATTERS		
	Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?	
3.1	Land required for Public Purposes Is the property included in land required for public purposes?	No
3.2	Land to be acquired for Road Works Is the property included in land to be acquired for road works?	No
3.3	Drainage Matters	
(a)	Is the property served by a sustainable urban drainage system (SuDS)?	No
(b)	Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	No

(c)	If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	No
	Informative: Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.	
3.4	Nearby Road Schemes Is the property (or will it be) within 200 metres of any of the following?	
(a)	the centre line of a new trunk road or special road specified in any order, draft order or scheme	No
(b)	the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	No
(c)(i)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving construction of a roundabout (other than a mini roundabout), or	No
(ii)	widening by construction of one or more additional traffic lanes	No
(d)(i)	the outer limits of construction of a new road to be built by a local authority	No
(ii)	an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway	No
(iii)	construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes	No
(e)	the centre line of the proposed route of a new road under proposals published for public consultation	No
(f)(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	No
(ii)	construction of a roundabout (other than a mini roundabout)	No
(iii)	widening by construction of one or more additional traffic lanes, under proposals published for public consultation	No
	<i>Informative: A mini roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.</i>	
3.5	Nearby Railway Schemes	
(a)	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No
(b)	Are there any proposals for a railway, tramway, light railway or monorail within the local authority's boundary?	No

3.6	Traffic Schemes Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are within 200 meters of the boundaries of the property?	
(a)	permanent stopping up or diversion	No
(b)	waiting or loading restrictions	No
(c)	one way driving	No
(d)	prohibition of driving	No
(e)	pedestrianisation	No
(f)	vehicle width or weight restriction	No
(g)	traffic calming works including road humps	No
(h)	residents parking controls	No
(i)	minor road widening or improvement	No
(j)	pedestrian crossings	No
(k)	cycle tracks	No
(l)	bridge building	No
	<i>Informative: In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority</i>	
	<i>And</i>	
	<i>Informative: This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.</i>	
3.7	Outstanding Notices Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form	
(a)	building works	No
(b)	environment	No
(c)	health and safety	No
(d)	housing	No

(e)	highways	No
(f)	public health	No
(g)	flood and coastal erosion risk management	No
3.8	Contravention of Building Regulations Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	No
3.9	Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	
(a)	an enforcement notice	No
(b)	a stop notice	No
(c)	a listed building enforcement notice	No
(d)	a breach of condition notice	No
(e)	a planning contravention notice	No
(f)	another notice relating to breach of planning control	No
(g)	a listed building repairs notice	No
(h)	in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i)	a building preservation notice	No
(j)	a direction restricting permitted development	No
(k)	an order revoking or modifying planning permission	No
(l)	an order requiring discontinuance of use or alteration or removal of building works	No
(m)	a tree preservation order	No
(n)	proceedings to enforce a planning agreement or planning contribution	No
3.10	Community infrastructure levy (CIL)	
(a)	Is there a CIL charging schedule?	No
(b)	If, yes, do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:-	
(i)	a liability notice?	No

(ii)	a notice of chargeable development?	No
(iii)	a demand notice?	No
(iv)	a default liability notice?	No
(v)	an assumption of liability notice?	No
(vi)	a commencement notice?	No
(c)	Has any demand notice been suspended?	No
(d)	Has the local authority received full or part payment of any CIL liability?	No
(e)	Has the local authority received any appeal against the above?	No
(f)	Has a decision been taken to apply for a liability order?	No
(g)	Has a liability order been granted?	No
(h)	Have any other enforcement measures been taken?	No
3.11	Conservation Area Do the following apply in relation to the property-	
(a)	the making of the area a Conservation Area before 31st August 1974	No
(b)	an unimplemented resolution to designate the area a Conservation Area	No
3.12	Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
3.13	Contaminated Land Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is such a condition that harm or pollution of controlled waters might be caused on the property?	
(a)	a contaminated land notice	No
(b)(i)	In relation to a register maintained under section 78R of the Environmental Protection Act 1990 a decision to make an entry	No but please also make enquiries of the Vendor
(ii)	an entry	No
(c)	consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice	No

	<i>Informative: A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it and the reply may not disclose steps taken by another local authority in whose area adjacent or adjoining land is situated.</i>	
3.14	Radon Gas Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England or Public Health Wales?	No
3.15	Assets of community value	
(a)	Has the property been nominated as an asset of community value? If so:-	No
(i)	Is it listed as an asset of community value?	No
(ii)	Was it excluded and placed on the “nominated but not listed” list?	No
(iii)	Has the listing expired?	No
(iv)	Is the local authority reviewing or proposing to review the listing?	No
(v)	Are there any subsisting appeals against the listing?	No
(b)	If the property is listed:	No
(i)	Has the local authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the	No
(ii)	Has the local authority received a notice of disposal?	No
(iii)	Has any community interest group requested to be treated as a bidder?	No

LOCAL LAND CHARGES REGISTER

Part 1 General Financial Charges

No Entries Registered

Part 2 Specific Financial Charges

No Entries Registered

Part 3 Planning Charges

No Entries Registered

Part 4 Miscellaneous Charges

No Entries Registered

Part 5 Fenland Ways Maintenance Charges

No Entries Registered

Part 6 Land Compensation Charges

No Entries Registered

Part 7 New Towns Charges

No Entries Registered

Part 8 Civil Aviation Charges

No Entries Registered

Part 9 Opencast Coal Charges

No Entries Registered

Part 10 Listed Building Charges

No Entries Registered

Part 11 Light Obstruction Notices

No Entries Registered

Part 12 Drainage Scheme Charges

No Entries Registered

PLANNING REGISTER

No Entries Registered

BUILDING CONTROL REGISTER

DATE: 23/12/2002

REFERENCE: FP/02/0470

ENTRY TITLE: Building Act Approval

ENTRY DESCRIPTION: CONVERSION OF GARAGE INTO KITCHEN & SHOWER

DATE: No Date Stated

REFERENCE: CI/10/1854

ENTRY TITLE: Competent Persons Scheme

ENTRY DESCRIPTION: Installation of Cavity Wall Insulation

DATE: 29/04/2004

REFERENCE: FP/02/0470

ENTRY TITLE: Completion Certificate

ENTRY DESCRIPTION: CONVERSION OF GARAGE INTO KITCHEN & SHOWER

PLAN POLICIES

STATUS: North Norfolk Adopted Local Plan updated 2012 and Core Strategy updated 2011

POLICIES: Settlement Boundary

ADDITIONAL INFORMATION

This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search

2.3 & 2.4

A survey of all paths has not been completed and whilst this does not preclude the existence of unrecorded rights of way, the local authority is unaware of any claimed rights of way existing over the search site. If in doubt please contact the Local Authority for further information.

3.3

This question was introduced by the Law Society in the expectation that Schedule 3 of the Flood & Water Management Act 2010 would be introduced. However, as this Schedule has not been brought into force, local authorities are not required to keep records of sustainable urban drainage schemes, their maintenance responsibilities or details of surface water drainage charges for individual properties. This authority has exercised its right not to keep such records and therefore we are unable to provide any information on this issue

3.7g

Please contact Environment Agency



GENERAL INFORMATION ABOUT THIS SEARCH

Reference Source Information

All the information in this report has been obtained by an inspection of all the publically available data held on the Local Land Charges Register, Planning Register, Building Control Register, Environmental Health Records, Contaminated Land Register, Register of Adopted Highways, the Unitary or Development Framework Plans, the councils Transport & Policies Programme, the local and/or county council website and the Highways Agency website.

The cut-off point for checking the Planning history by this council is **01/08/1977**

The cut-off point for checking the Building Control history by this council is **01/01/2005**

We have searched the planning and building control records back to these dates unless you have instructed otherwise.

The data to answer the Radon enquiry has been obtained from our Environmental Search Providers.

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

North Norfolk District Council

PO Box 3

Land Charges Holt Road

Cromer

NR27 9EN

The County Council located at:

Norfolk County Council

County Hall Martineau Lane

Norwich

Norfolk

NR1 2DH

TERMS & CONDITIONS

Please note that our Terms & Conditions can be viewed on our website or accessed by clicking the following link www.search-acumen.co.uk

If you do not have access to our website then you can request a copy of our Terms & Conditions by writing to us at Search Acumen, The Maidstone Studios, New Cut Road, Maidstone, ME14 5NZ

Insurance

This search is covered by indemnity insurance policy (attached) that covers missing or erroneous answers.

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Phoenix Searches Limited trading as Search Acumen, The Maidstone Studios, New Cut Road, Maidstone ME14 5NZ. Tel: 0800 2404746 Email: dave.penney@search-acumen.co.uk which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code.

The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

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

The Code's core principles

Firms which subscribe to the Search Code will:

- display the Search Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- monitor their compliance with the Code

COMPLAINTS

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

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

TPOs Contact Details:

The Property Ombudsman scheme

Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Tel: 01722 333306

Fax: 01722 332296

Website: www.tpos.co.uk

Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE COMPLAINTS PROCEDURE

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Dave Penney, Personal Search Team Manager, Phoenix Searches Limited trading as The Maidstone Studios, New Cut Road, Vinters Park, Maidstone, Kent, ME14 5NZ, Telephone 07841869751 or email at dave.penney@search-acumen.co.uk

If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his final decision


Personal Search Insurance *(for residential properties in England and Wales)*

Schedule

Policy Number: GESI 0030622CV

Insurer	<p>Great Lakes Insurance SE, UK Branch</p> <p>Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstraße 107, 80802 Munich. Registered with the commercial register of the local court of Munich under number: HRB 230378.</p> <p>UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.</p> <p>Great Lakes Insurance SE UK Branch is authorized by the Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.</p> <p>Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.</p>
Search Provider	<p>Search Acumen, whose registered office is The Maidstone Studios, New Cut Street, Maidstone, ME14 5NZ.</p>
You/Your/Insured	<p>The person or organisation for whom the Search Report was produced who may be:</p> <ul style="list-style-type: none"> (a) the owner, lessee or occupier of the Property (b) the potential or actual buyer of the Property (c) a Mortgagee.
Property	<p>Your property, as defined within Your Search Report.</p>
Insured Use	<p>The continued use of Your Property as a single residential/commercial Property located in England or Wales in the form constructed at the Effective Date.</p>
Limit of Indemnity	<p>The Fair Market Value of Your Property at the Effective Date subject to a maximum of £2,000,000.00 per Property.</p>
Premium	<p>As paid to the Insurer by the Search Provider in accordance with the operating agreement between the Administrator and the Search Provider.</p>
Period of Insurance	<p>From the Effective Date and continuing for the period of Your interest in the Property.</p>
Effective Date	<p>The date of the Search Report.</p>
Inception Date	<p>01/11/2019</p>

R Partington
R P Partington
Director



Signed by CLS Property Insight Limited on behalf and with the authority of the Insurer



Definitions

Where a word is defined below or in the Schedule, it will have the same meaning whenever it appears in this Policy

Administrator/We/Us	CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. CLS Property Insight Limited can be contacted by email at: info@clspropertyinsight.co.uk or by telephone on 01732 753 910.
Adverse Matter	Any matter(s) having a detrimental effect on the Fair Market Value of Your Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Effective Date, but was not disclosed in the Search Report because the Registers and/or the answers provided by the Appropriate Authority for the purposes of the Search Report were incorrect as at the Policy Effective Date.
Alternative Report	A Search Report carried out on the Property after the Effective Date.
Declaration of Cover	A monthly Declaration to the Administrator by the Search Provider of all properties in respect of which a Search Report has been provided to an Insured by the Search Provider.
Fair Market Value	The Fair Market Value of Your interest in the Property as determined by a surveyor acting as sole arbitrator appointed by agreement between You and Us failing which in accordance with the relevant statutory provisions on force at the time.
Loss	Any financial Loss You sustain solely and directly due to Your reliance on the Search Report subject to the terms, conditions and exclusions in this Policy including but not limited to costs of demolishing, altering or reinstating any part of Your Property to comply with any order made by an Appropriate Authority, any reduction in the Fair Market Value of Your Property solely and directly attributable to an Adverse Matter together and any legal or professional costs incurred with the Administrators consent.
Mortgagee	Any financial institution which has a mortgage or charge secured on a Property on or after the Effective Date.
Official Local Authority Search Result	Direct responses from an Appropriate Authority to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
Registers	Registers maintained by an Appropriate Authority which are the subject matter of a Search Report.
Search Report	The report that has been issued by the Search Provider and provides responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

Preamble

This Policy and the Schedule shall be read together and any word or expression to which a specific meaning has been attached in either shall bear such meaning wherever it may appear.

The Search Provider is permitted by the Insurer to incorporate a Property within a Declaration of Cover. This Policy and any endorsement issued in respect of it are one contract and shall be read together.

The Search Provider has undertaken to pay the Premium inclusive of Insurance Premium Tax to the Insurer on a monthly basis as specified in the Schedule.

Cover

In consideration of payment of the Premium paid by the Search Provider and subject to the terms and conditions below, the Insurer will indemnify You in respect of any Loss suffered by You during the Period of Insurance solely and directly as a result of an Adverse Matter.

Protection for Mortgagees

Notwithstanding the Exclusions set out below, the Insurer will not avoid liability to any Insured under this Policy for claims resulting from any act, omission or misrepresentation committed or made by any other person unless that person acted on behalf of the Insured or with the knowledge or consent of the Insured or the Insured had knowledge of that act, omission or misrepresentation at the time when the Insured acquired the benefit of this Policy.

Exclusions

1. The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
2. The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
3. The Insurer will not pay Loss suffered by You in respect of any Adverse Matter:
 - (a) disclosed to You in Your Search Report; and/or
 - (b) which You were aware of (other than notice of knowledge imputed by statute) at the Effective Date; and/or
 - (c) which first arose after the Effective Date; and/or
 - (d) which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - (e) contained in any other Official Local Authority Search Result provided to the You or Your advisers prior to the Effective Date.
4. Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
5. Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
6. Loss which is recoverable by You under any buildings insurance policy covering Your Property.
7. Any consequential Loss or penalty interest suffered by You.

Claims Conditions

1. In the event of a claim under this Policy You must notify the Insurer as soon as possible giving full details, including a copy of the original Search Report, this Policy, and the document that reveals an Adverse Matter.
2. The Insurer will not pay Loss that exceeds the Limit of Indemnity.
3. You must not make any offer, promise or payment or incur any costs or expenses in relation to a matter that has given rise to a claim under this Policy unless the Insurer has agreed to this in writing.
4. The Insurer may take reasonable steps to minimise Loss under this Policy and the Insurer will be responsible for any costs and expenses of these steps.
5. In the event of any claim under this Policy the Insurer shall have full discretion in the conduct of any claim. The Insurer at its discretion and at any time:
 - (a) pursue or defend any action at law or otherwise or make an application to a court of competent jurisdiction in Your name of or on Your behalf;
 - (b) pay You an amount up to the Limit of Indemnity for which the claim might otherwise be settled; and/or
 - (c) make a settlement with a third party out of court in Your name or on Your behalf.
6. If there is a claim under this Policy, the Insurer has the right to instruct a surveyor to assess the Fair Market Value of Your Property.
7. If any difference arises as to the amount to be paid under this Policy (liability being otherwise admitted) such difference shall be referred to an arbitrator to be appointed by the parties in accordance with the relevant statutory provisions in

force at the time. Where referral to arbitration is made under this condition, the making of an award shall be a condition precedent to any right of action against the Insurer.

8. If the Insured makes a false claim, the Insurer will not make any payment for such claim.
9. The Insurer will pay Loss within 30 days of its final determination.

General Conditions

1. You must only use the Property for the Insured Use.
 - (a) You must not disclose that this Policy exists, except to a potential purchaser of the Property, their mortgage lender and the legal advisers of each.
2. This Policy will be governed and interpreted under the law of England and Wales and will be subject to the jurisdiction of the courts of England and Wales.
3. The Insurer may, at its own discretion and its own expense but with Your prior consent, take appropriate steps to prevent Loss, whether or not an Adverse Matter has occurred, including (but not limited to) pursuing or defending any action at law or making an application to a court or the Upper Tribunal (Lands Chamber) on Your behalf and by doing so the Insurer will not be taken as having accepted any liability under this Policy or waived any of its terms.
4. The Insurer has authorised the Administrator to give any consent required by a condition of this Policy on its behalf.
5. You cannot transfer the benefits of this Policy to anyone else. However, if You die during the Period of Insurance, the Policy will pass to Your estate and beneficiaries.

Cancellation Rights

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days of the Inception Date. Provided no claim has been made or is pending any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the Inception Date.

If the premium is not paid to Us within 14 days, We have the right to cancel the policy from the Inception Date. Notice will be sent to the Insured in the post.

If this Policy is cancelled, this may breach a condition of a loan secured over the Property or other terms for the sale of the Property.

Making a Claim

As soon as any circumstances likely to lead to a claim under the policy become known to You, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the Claims Conditions and General Conditions of the policy.

Complaints Procedure

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the Administrator by email complaints@clspropertyinsight.co.uk, by telephone at 0203 409 9510 or by post to CLS Property Insight Limited, 17 Kings Hill Avenue, West Malling, Kent, ME19 4UA. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO UK Specialty Limited for Great Lakes Insurance SE, UK Branch, by email complaints@ergo-commercial.co.uk, by telephone 020 3003 7130 or by post to ERGO UK Specialty Limited for Great Lakes Insurance SE, Munich Re Group Offices, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

If You are still dissatisfied then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4 567 Calls to this number are now free on mobile phones and landlines

0300 123 9 123 Calls to this number cost no more than calls to 01 and 02 numbers

Email at: complaint.info@financial-ombudsman.org.uk.

Financial Services Compensation Scheme (FSCS)

Great Lakes Insurance SE, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme in the unlikely event that it cannot meet its obligations if You are an individual, an unincorporated association or a small business. The FSCS will meet up to 90% of Your claim without any upper limit. Further details can be obtained from www.fscs.org.uk or You may contact the FSCS on 0800 678 1100 for further details.

Data Privacy Notice

The privacy and security of Your personal information is very important to CLS Property Insight Limited ('CLS'). The details provided here are a summary of how We process – that is collect, use, share, transfer and store – Your information.

For our full Data Privacy Notice please visit Our website <https://cls.co.uk/Content/PDFs/Website/Privacy%20Statement.pdf> or contact our Compliance Manager at: 17 Kings Hill Avenue, Kings Hill, West Malling, ME19 4UA or by email: Compliance@clspropertyinsight.co.uk or by telephone: 01732 753 910.

Your insurance brokers or other intermediaries (if applicable) may have their own reasons for processing Your personal data. Please contact them directly should You require further information about their uses of Your data.

Collection of data

CLS may collect a range of personal and business information supplied by You or third parties on Your behalf. This information may include the following: basic personal details such as Your name, address, telephone number, gender, marital status, and additional information about Your insurance requirements, such as details of Your business.

We will always attempt to explain clearly when and why We need this information and the purposes for which We will use it and where necessary We will obtain Your explicit consent to use personal data.

CLS may also collect data about You, Your business or the insured property from a number of different sources, including but not limited to the electoral roll, third party databases available to the insurance industry, other insurance firms, loss adjusters and/or other parties involved in the process of administrating a claim, as well as publicly available sources.

Personal data about others

We may collect data about other individuals, such as Employees, family, or members of Your household. If You give Us information about another person, it is Your responsibility to ensure and confirm that You have told that person why and how CLS uses personal data and that You have that person's permission to provide that data to Us and for Us to process it.

Our uses of data

CLS uses the data We collect to operate our business and provide the products We offer. The information We collect may be used for (amongst other purposes) the following: to assess Your application for a quote or product; to evaluate the risk You present; to verify Your identity; to administer Your Policy and deliver our services; to conduct statistical analysis for pricing purposes; to administer claims; and to investigate and resolve complaints.

Should the need arise, CLS may also use data for the following purposes: to collate Your Policy or claims history; to undertake credit referencing or credit scoring and to assist with financial crime and fraud detection.

Sharing Your data

If You request a quote, or purchase a product, Your personal information may be shared with and processed by a number of third parties which include but are not limited to regulatory, dispute resolution or law enforcement bodies; other insurance organisations including reinsurers; fraud prevention and credit reference agencies (who may keep a record of the search); or other relevant third parties within our administrative structure.

Your data may be disclosed when We believe in good faith that the disclosure is required by law; necessary to protect the safety of our employees or the public; required to comply with a judicial proceeding, court order or legal process; or for the prevention or detection of crime (including fraud).

Transfer and Storage of Your Data Overseas

Personal details may be transferred to countries outside the EEA. They will at all times be held securely and handled with the utmost care in accordance with all applicable principles of English law. Personal details will not be transferred outside the EEA unless the transfer is to a country which is considered to have equivalent standards with regard to data protection, or We have taken reasonable steps to ensure that suitable data protection standards are in place.

Data Retention

CLS will only keep data for as long as it is necessary to continue providing our products and services to You and/or to fulfil our legal and regulatory obligations in line with our data retention policy.

Data Subject Rights

You have a number of rights in relation to the information We hold about You. These rights include but are not limited to the right to a copy of Your personal information We hold; to object to the use of Your personal information; to withdraw any permission You have previously provided; and to complain to the Information Commissioner's Office at any time if You are not satisfied with our use of Your information. For a more complete list of Your rights please refer to the full Data Privacy Notice.

Please note that there are times when We will not be able to delete Your information. This may be as a result of a requirement to fulfil our legal and regulatory obligations, or where there is a minimum statutory period of time for which We have to keep Your information. If We are unable to fulfil a request We will always let You know our reasons.

Changes to this Data Privacy Notice

We may amend this Data Privacy Notice from time to time for example, to keep it up to date or to comply with legal requirements. Should any significant changes be made to the ways in which CLS processes data from those described at the time of collection, We will post a notice on our website.

Insurance Product Information Document

Company: Great Lakes Insurance SE, UK Branch

Product: Personal Search Insurance

Registered with the commercial register of the local court of Munich under number: HRB 230378. Registered office: Königinstraße 107, 80802 Munich. Authorised by the Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority.

This Insurance Product Information Document is only intended to provide a summary of the main coverage and exclusions and is not personalised to your specific individual needs in any way. Complete pre-contractual and contractual information on the product is provided in your policy documentation.

What is this type of insurance?

The Policy provides cover in case of errors contained in the data provided by the local authority and/or the drainage and water authority which your search provider relied upon by when compiling your local authority and/or drainage and water search report.



What is insured?

- ✓ You are insured for financial loss which you may suffer as a result of your local authority search having been compiled with data that was defective from the local authority, which your search provider then relied upon and used to compile your search, including:
 - ✓ Loss in market value;
 - ✓ Legal or professional costs.



What is not insured?

- ✗ The Insurer will not pay Loss in connection with a Property that is not located in England and Wales.
- ✗ The Insurer will not pay Loss attributable to any error in the creation of the Search Report by the Search Provider.
- ✗ The Insurer will not cover claims:
 - ✗ resulting in from information which was disclosed to You in Your Search Report; and/or
 - ✗ where You were aware of an Adverse Matter (other than notice of knowledge imputed by statute) at the Inception Date; and/or
 - ✗ which first arose after the Inception Date; and/or
 - ✗ which would not have been revealed in relation to any question or enquiry contained in the Search Report; and/or
 - ✗ contained in any other local authority and/or drainage and water search provided to You or Your advisors prior to the Inception Date; and/or
 - ✗ any matter that would not have been disclosed under forms LLC1, CON29 & CON29(DW).
- ✗ Any Loss in respect of any contamination remediation costs arising from the identification or registration of any land as contaminated land pursuant to the Environmental Protection Act 1990 or otherwise.
- ✗ Loss arising from the financial failure, insolvency or bankruptcy of the Search Provider.
- ✗ Loss which is recoverable by You under any buildings insurance policy covering Your Property.
- ✗ You consequential Loss or penalty interest suffered by You.



Are there any restrictions cover?

- ! You must only use the property for the insured use.
- ! You will not, without the written consent of the Insurer disclose the existence of this policy, other than to prospective purchasers, their mortgagees, and their respective legal representatives.



Where am I covered (Geographical Limits)?

- ✓ You are covered at the risk address(es) shown on your schedule of insurance.



What are my obligations?

- You are required to keep to the conditions as shown in your full policy documentation.
- As soon as any circumstances which are likely to lead to a claim under the policy become known to you, please write with details to the Claims Manager at claims@clspropertyinsight.co.uk quoting the policy number. Please be aware of the claims conditions and general conditions of the policy.



When and how do I pay?

Your Search Provider will pay the premium directly to us, the Administrator.



When does the cover start and end?

The cover will start from the inception date as documented in the property schedule of this policy.

The duration of the policy will continue for as long as you own the property to be insured.



How do I cancel the contract?

This Policy may be cancelled by contacting the Cancellations Department at cancellations@clspropertyinsight.co.uk within 14 days from the inception date. Provided no claim has been made or is pending, any premium paid will be refunded in full. No refund of premium will be available if the policy is cancelled after 14 days from the inception date.

If the premium is not paid to us within 14 days, we have the right to cancel the policy from the inception date. Notice will be sent in the post.

If this policy is cancelled, this may breach a condition of a loan secured over the property or other terms for the sale of the property.

Initial Disclosure Document

To the Intermediary

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

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

To the Policyholder

Who are we?	CLS Property Insight Limited is a specialist insurance intermediary, who arranges legal indemnity insurance. We can be contacted by email info@clspropertyinsight.co.uk .
Whose policies we offer?	We offer a range of insurance products from a number of insurers all of whom are authorised and regulated to provide insurance in the United Kingdom by the FCA, and all of whom we are satisfied have satisfactory financial strength and credit ratings for the type of risk and level of cover we provide.
What Services do we provide?	We assume you are reading this because you have received professional advice that identified a need for the insurance policy requested. We are not permitted to provide advice on your requirement for the insurance policy, or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your professional advisor.
Payment for our services	«CLSPIFullName» will not charge you a fee for arranging the insurance policy. Should you decide to proceed with purchasing the insurance policy you will be charged the premium that applies to the insurance policy you request. You may be charged an administration fee by the intermediary who arranges the policy for you. The intermediary will be responsible for disclosing the amount of their administration fee to you.
Our regulatory status	CLS Property Insight Limited is authorised and regulated by the Financial Conduct Authority. Our Reference number is 718255. Our permitted business is arranging non-investment insurance contracts. You can check this on the FCA Register by visiting their website www.fca.org.uk/register or by contacting the FCA on 0800 111 6768.
What the Financial Conduct Authority is	The FCA is an independent body that regulates the financial service industry (including general sales and administration) in the UK. The FCA requires that we provide this document for your information. The FCA requires us to provide you with this document for your information. We recommend that you use the information provided in this document to help you decide if our services are right for you.



What to do if you have a complaint

We aim to provide an excellent service. If You have any cause for complaint You should, in the first instance, contact the **Administrator** at complaints@clspropertyinsight.co.uk. Please quote the details of the Policy (surname and initials, policy number and property address). If the matter is not resolved to Your satisfaction, please write to:

The Complaints Manager, ERGO Versicherung AG, UK Branch, Plantation Place, 30 Fenchurch Street, London EC3M 3AJ.

If You are still dissatisfied, then You may have a right to refer Your complaint to:

The Financial Ombudsman Service

Exchange Tower

London E14 9SR

0800 023 4 567 calls to this number are now free on mobile phones and landlines

0300 123 9 123 calls to this number cost no more than calls to 01 and 02 numbers

Email at: complaint.info@financial-ombudsman.org.uk.

The existence, and Your use of, this complaints process is without prejudice to Your other rights under this insurance and to Your rights in law.

The Financial Services Compensation Scheme (FSCS)

ERGO Versicherung AG, UK Branch is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation under FSCS if You are a “retail customer” as defined by the Financial Conduct Authority.

Further details can be obtained from www.fscs.org.uk or by telephone on 020 7741 4100.