



Auction Pack  
108 Newfoundland Road  
Cardiff  
CF14 3LD



## INDEX

1. Energy Performance Certificate
2. Official Copy Entries & Title Plan
3. Special Auction Conditions of Sale
4. Sellers Property Information Form (Form TA6)
5. Fixtures, Fittings & Contents Form (Form TA10)
6. Local Authority Search Result
7. Drainage & Water Search Result
8. Any Other Information/Documents



## 1. Energy Performance Certificate

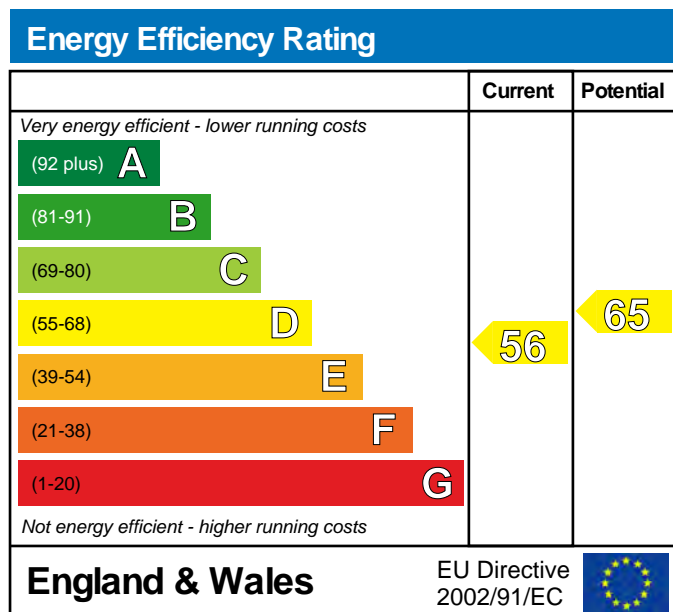
# Energy Performance Certificate



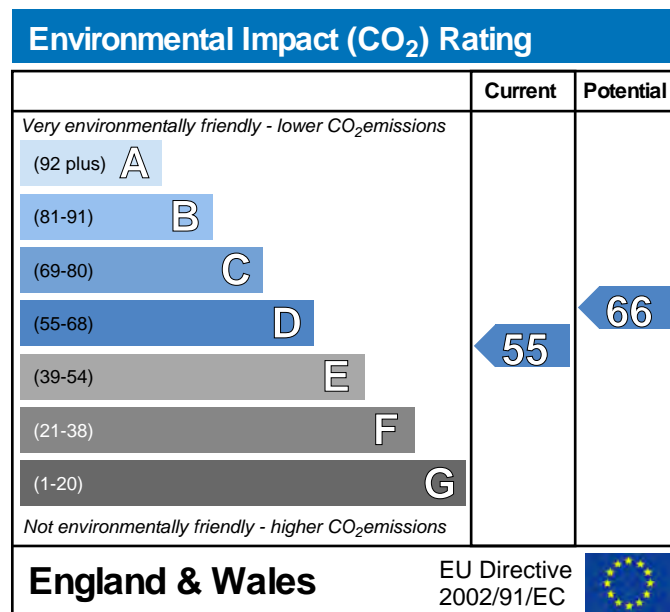
108, Newfoundland Road  
CARDIFF  
CF14 3LD

Dwelling type: Mid-terrace house  
Date of assessment: 10 February 2012  
Date of certificate: 11 February 2012  
Reference number: 9498-6017-6252-9152-4990  
Type of assessment: RdSAP, existing dwelling  
Total floor area: 108 m<sup>2</sup>

This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO<sub>2</sub>) emissions.



The energy efficiency rating is a measure of the overall efficiency of a home. The higher the rating the more energy efficient the home is and the lower the fuel bills are likely to be.



The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions. The higher the rating the less impact it has on the environment.

## Estimated energy use, carbon dioxide (CO<sub>2</sub>) emissions and fuel costs of this home

	Current	Potential
Energy use	273 kWh/m <sup>2</sup> per year	210 kWh/m <sup>2</sup> per year
Carbon dioxide emissions	5.2 tonnes per year	3.9 tonnes per year
Lighting	£60 per year	£60 per year
Heating	£956 per year	£752 per year
Hot water	£113 per year	£90 per year

### You could save up to £227 per year

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



Remember to look for the Energy Saving Trust Recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market.

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

## About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Elmhurst Energy Systems Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2009 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: EES/006820  
Assessor's name: Ms. Jacqueline Rolfe  
Company name/trading name: The National EPC Company Limited  
Address: Suite 4, Grove Chambers 36 Green Lane Wilmslow Cheshire SK9 1DU  
Phone number: 07795 186250  
Fax number: 01263 731004  
E-mail address: jrenergyassessor@googlemail.com  
Related party disclosure: No related party

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

Details of the assessor and the relevant accreditation scheme are on the preceding page. You can get contact details of the accreditation scheme from their website at [www.elmhurstenergy.co.uk](http://www.elmhurstenergy.co.uk) together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

## About the building's performance ratings

The ratings on the certificate provide a measure of the buildings overall energy efficiency and its environmental impact, calculated in accordance with a national methodology that takes into account factors such as insulation, heating and hot water systems, ventilation and fuels used. The average Energy Efficiency Rating for a dwelling in England and Wales is band E (rating 50).

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

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

## About the impact of buildings on the environment

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

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



Click [www.epcadviser.direct.gov.uk](http://www.epcadviser.direct.gov.uk) our online tool which uses information from this EPC to show you how to save money on your fuel bills.

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at [www.epcregister.com](http://www.epcregister.com)

## Recommendations

The measures below are cost effective. The performance ratings after improvement listed below are cumulative, that is they assume the improvements have been installed in the order that they appear in the table. The indicative costs are representative for most properties but may not apply in a particular case.

Lower cost measures	Indicative Cost	Typical savings per year	Ratings after improvement	
			Energy Efficiency	Environmental Impact
1 Increase loft insulation to 270 mm	£100 - £300	£29	D 57	D 56
2 Upgrade heating controls	£350 - £450	£45	D 59	D 58
Sub-Total		£74		
Higher cost measures				
3 Replace boiler with new condensing boiler	£1,500 - £3,500	£153	D 65	D 66
Total		£227		
Potential energy efficiency rating			D 65	
Potential environmental impact (CO <sub>2</sub> ) rating			D 66	

## Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home. However you should check the conditions in any covenants, planning conditions, warranties or sale contracts. The indicative costs are representative for most properties but may not apply in a particular case.

4 Solar water heating	£4,000 - £6,000	£25	D 66	D 67
5 50 mm internal or external wall insulation	£5,500 - £14,500	£180	C 72	C 75
6 Solar photovoltaic panels, 2.5 kWp	£11,000 - £20,000	£219	B 81	B 83
Enhanced energy efficiency rating			B 81	
Enhanced environmental impact (CO <sub>2</sub> ) rating			B 83	

Improvements to the energy efficiency and environmental impact ratings will usually be in step with each other. However, they can sometimes diverge because reduced energy costs are not always accompanied by a reduction in carbon dioxide (CO<sub>2</sub>) emissions.

## Summary of this home's energy performance related features

The table below gives an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology; 1 star means least efficient and 5 stars means most efficient. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Sandstone, as built, no insulation (assumed)	★☆☆☆☆	★☆☆☆☆
	Solid brick, as built, no insulation (assumed)	★☆☆☆☆	★☆☆☆☆
Roof	Pitched, 75 mm loft insulation	★★★★☆	★★★★☆
	Pitched, no insulation (assumed)	★☆☆☆☆	★☆☆☆☆
Floor	Suspended, no insulation (assumed)	—	—
	Solid, no insulation (assumed)	—	—
Windows	Mostly double glazing	★★★★★	★★★★★
Main heating	Boiler and radiators, mains gas	★★★★★	★★★★★
Main heating controls	Programmer and room thermostat	★★★★☆	★★★★☆
Secondary heating	Room heaters, wood logs	—	—
Hot water	From main system	★★★★★	★★★★★
Lighting	Low energy lighting in 90% of fixed outlets	★★★★★	★★★★★
Current energy efficiency rating		D 56	
Current environmental impact (CO <sub>2</sub> ) rating		D 55	

## Low and zero carbon energy sources

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

- Biomass secondary heating



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

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

### Lower cost measures

These measures are relatively inexpensive to install and are worth tackling first. The indicative costs of measures included earlier in this EPC include the costs of professional installation in most cases. Some of the cost effective measures below may be installed as DIY projects which will reduce the cost. DIY is not always straightforward, and sometimes there are health and safety risks, so take advice before carrying out DIY improvements.

#### 1 Loft insulation

Loft insulation laid in the loft space or between roof rafters to a depth of at least 270 mm significantly reduces heat loss through the roof, improving levels of comfort, reducing energy use and lowering fuel bills. The loft space must have adequate ventilation to prevent dampness. Further information about loft insulation and details of local contractors can be obtained from the National Insulation Association ([www.nationalinsulationassociation.org.uk](http://www.nationalinsulationassociation.org.uk)).

#### 2 Heating controls (thermostatic radiator valves)

Thermostatic radiator valves fitted to each radiator except the radiator in the same room as the room thermostat allow the temperature of each room to be controlled to suit individual needs, adding to comfort and reducing heating bills. Ask a heating engineer to do this work.

### Higher cost measures

#### 3 New condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. Building Regulations apply to this work.

## About the further measures to achieve even higher standards

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

#### 4 Solar water heating

A solar water heating panel uses the sun to pre-heat the hot water supply, significantly reducing demand on the heating system to provide hot water and hence save fuel and money. You could be eligible for Renewable Heat Incentive payments which could appreciably increase the savings beyond those shown on your EPC, provided that both the product and the installer are certified by the Microgeneration Certification Scheme (or equivalent). Details of local MCS installers are available at [www.microgenerationcertification.org](http://www.microgenerationcertification.org).

#### 5 Internal or external wall insulation

Solid wall insulation involves adding a layer of insulation to either the inside or the outside surface of the external walls, which reduces heat loss and lowers fuel bills. Further information can be obtained from the National Insulation Association ([www.nationalinsulationassociation.org.uk](http://www.nationalinsulationassociation.org.uk)).

#### 6 Solar photovoltaic (PV) panels

A solar PV system converts light directly into electricity via panels placed on the roof and can be used throughout the home. Building Regulations apply to this work and planning restrictions may apply. You could be eligible for a Feed-in Tariff which could appreciably increase the savings beyond those shown on your EPC, provided that both the product and the installer are certified by the Microgeneration Certification Scheme (or equivalent). Details of local MCS installers are available at [www.microgenerationcertification.org](http://www.microgenerationcertification.org).



## What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO<sub>2</sub> emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.
- Check the draught-proofing of windows and replace it if appropriate.
- If you have unused open chimneys consider blocking them off (making provision for a ventilation opening and a cowl on top of the chimney to avoid dampness).

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



## 2. Official Copy Entries & Title Plan

The electronic official copy of the register follows this message.

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

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

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



Official copy  
of register of  
title  
Copi  
swyddogol o  
gofrestr teitl

Title number / Rhif teitl  
WA585420

Edition date / Dyddiad yr  
argraffiad 02.03.2011

- This official copy shows the entries on the register of title on 09 Feb 2012 at 12:42:25.
- 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 09 Feb 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Wales Office.
- Mae'r copi swyddogol hwn yn dangos y cofnodion yn y gofrestr teitl ar 09 Feb 2012 am 12:42:25.
- Rhaid dyfynnu'r dyddiad hwn fel y "dyddiad y chwilir ohono" mewn unrhyw gais am chwiliad swyddogol sy'n seiliedig ar y copi hwn.
- Y dyddiad ar ddechrau cofnod yw'r dyddiad y gwnaethpwyd y cofnod yn y gofrestr.
- Cyhoeddwyd ar 09 Feb 2012.
- Dan adran 67 Deddf Cofrestru Tir 2002, mae'r copi hwn yn dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol.
- I gael gwybodaeth am y gofrestr teitl gweler gwefan y Gofrestrfa Tir [www.cofrestrfatir.gov.uk](http://www.cofrestrfatir.gov.uk) neu Gyfarwyddyd Cyhoeddus *1-Cyfarwyddyd i'r wybodaeth rydym yn ei chadw a sut y gallwch ei chael*.
- Gweinyddir t teitl hwn gan Gofrestrfa Tir Swyddfa Cymru.

## A: Property Register / Cofrestr Eiddo

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

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

CARDIFF/CAERDYDD

- 1 (22.04.1981) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 108 Newfoundland Road, Heath, Cardiff, (CF14 3LD).

- 2 The Conveyance dated 30 March 1981 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY DECLARED that all main or boundary walls or fences (if any) between the premises hereinbefore conveyed and any other lands which are now party walls or party fences shall continue to be such and shall be so used repaired and maintained"

## B: Proprietorship Register / Cofrestr Perchnogaeth

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

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

### Title absolute/Teitl llwyr

- 1 (08.04.2010) PROPRIETOR: [REDACTED] and [REDACTED] of 108 Newfoundland Road, Cardiff CF14 3LD.
- 2 (27.10.2005) The price stated to have been paid on 7 October 2005 was £192,950.
- 3 (27.10.2005) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 October 2005 in favour of Accord Mortgages Limited referred to in the Charges Register.
- 4 (08.04.2010) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (02.03.2011) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

## C: Charges Register / Cofrestr Arwystlon

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

Mae'r gofrestr hon yn cynnwys unrhyw arwystlon a materion eraill sy'n effeithio ar y tir.

- 1 A Conveyance of the land in this title and other land dated 30 March 1981 made between (1) The British Petroleum Pension Trust Limited (Vendors) (2) BP Trustees Limited and (3) Colin Evans (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 The land is subject to the following rights reserved by the Conveyance dated 30 March 1981 referred to above:-  
  
"There are excepted and reserved out of the Conveyance hereby made to the Vendors and their assigns the right and liberty at any time hereafter to erect and maintain on any lands of the Vendors or their assigns adjoining adjacent to or in the neighbourhood of the premises hereby conveyed any buildings or other erections of such height or extent as the Vendors or their assigns may think fit notwithstanding that the access of light and air over such adjoining premises to any window or other opening in any building now or at any time hereafter standing on the premises hereby conveyed may by any such building or erection so erected be wholly or partially obstructed prejudiced reduced or interfered with (it being the intent and meaning of the parties to these circumstances the same may have been or may be enjoyed shall be deemed to have been enjoyed by the temporary and revocable licence only of the Vendors or their assigns and not by virtue of any grant or prescription) And there are also excepted and reserved as aforesaid the access of light and air over the premises hereby conveyed to the existing windows or other openings in all buildings now upon any land of the Vendors adjoining adjacent to or in the neighbourhood of the premises hereby conveyed to the same extent and in like manner as if such premises and the premises hereby conveyed had not at any time during the period of twenty years now last past been subject to any common ownership or common occupation and such access had been during that period enjoyed as of right without interruption"
- 3 (27.10.2005) REGISTERED CHARGE dated 7 October 2005.
- 4 (27.10.2005) Proprietor: ACCORD MORTGAGES LIMITED (Co. Regn. No. 2139881)

Title number / Rhif teitl WA585420

## C: Charges Register continued / Parhad o'r gofrestr arwystlon

of 1 Filey Street, Bradford, W Yorkshire BD1 5AT.

### Schedule of restrictive covenants / Atodlen cyfamodau cyfyngu

- 1 The following are details of the covenants contained in the Conveyance dated 30 March 1981 referred to in the Charges Register:-

"For the benefit of the property of the Vendors situate within a radius of one hundred years measured from the nearest part of the premises hereby conveyed and every part thereof the Purchaser HEREBY COVENANTS with the Vendors and their assigns that the Purchaser or the persons deriving title under him will not use or occupy nor permit or suffer to be used or occupied the said premises hereby conveyed or any building or structure thereon or any part thereof for any noisy noxious or offensive trade business or occupation shop warehouse or other place for carrying on any trade or business whatsoever or any place of public entertainment or instruction or of public worship or as a lunatic asylum or for a public-house inn tavern or beer-shop or otherwise for the sale of wine malt liquors or spirituous liquors or for the purpose of displaying any advertisement or in such manner as to cause damage to any other lands or buildings within the said radius or use or permit the same to be used for any purpose other than as private dwellinghouses and shall not nor will erect or permit or suffer to be erected any building or make any addition to or alteration of any building on the premises hereby conveyed except such as are of as good a class and description as the buildings on the adjoining adjacent or neighbouring land and shall not nor will erect or permit or suffer to be erected any building or addition or alteration to any building for the time being on the premises hereby conveyed which will cause damage to any other premises And will at all times hereafter maintain a sufficient and suitable fence or wall around the said premises hereby conveyed Provided that nothing herein contained shall impose any restriction whatsoever upon the use of any property other than the premises hereby conveyed or restrain the release or modification at any time by the Vendors of any restrictive stipulations affecting any such property or to be taken to be evidence of a buyilding scheme PROVIDED ALWAYS that the user of the premises as residential flats shall not be deemed to be a brach of this"

End of register / Diwedd y gofrestr



**These are the notes referred to on the following official copy**

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

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

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

Additional references, which are not referred to in the register of title, may appear on the title plan in respect of any pending applications.

This official copy is issued on 09 February 2012 shows the state of this title plan on 09 February 2012 at 12:42:25. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

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

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

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

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

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

Gall cyfeirnodau ychwanegol, sydd heb eu cyfeirio atynt yn y gofrestr teitl, ymddangos ar y cynllun teitl o ran unrhyw geisiadau sydd yn aros i'w prosesu.

Mae'r copi swyddogol hwn a gyhoeddir ar 09 Chwefror 2012 yn dangos sefyllfa'r cynllun teitl hwn ar 09 Chwefror 2012 am 12:42:25. Mae'n dderbyniol fel tystiolaeth i'r un graddau â'r gwreiddiol (adran 67 Deddf Cofrestru Tir 2002). Mae'r cynllun teitl hwn yn dangos safle cyffredinol, nid union linell, y terfynau. Gall fod gwyriadau yn y raddfa. Mae'n bosibl na fydd mesuriadau wedi eu graddio o'r cynllun hwn yn cyfateb â mesuriadau rhwng yr un pwyntiau ar y llawr. Gweler Cyfarwyddyd Cyhoeddus 19 - *Cynlluniau Teitl a Therfynau*.

Gweinyddir y teitl hwn gan Gofrestrfa Tir, swyddfa Cymru.

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



H.M. LAND REGISTRY		TITLE NUMBER	
		WA585420	
ORDNANCE SURVEY PLAN REFERENCE ©	ST 1778	SECTION L	Scale 1/1250
COUNTY SOUTH GLAMORGAN		DISTRICT CARDIFF	
			© Crown copyright 1975

ADMINISTRATIVE AREA

CARDIFF  
CAERDYDD





### 3. Special Auction Conditions of Sale

## **SPECIAL CONDITIONS OF SALE**

**Property:** 108 Newfoundland Road, Cardiff CF14 3LD

1. The Auction will be conducted in accordance with the Common Auction Conditions (Edition 3) ("the Auction Conditions") save as amended herein.
2. Words and expressions defined in the Auction Conditions have the same meaning in the Special Conditions of Sale except the extent that they are expressly varied by the Special Conditions of Sale.
3. Amendments to the Auction Conditions:
  - 3.1 In Condition G1.6 the words "having a specific reference to the Lot" shall be added after the words "competent authority".
  - 3.2 Conditions G9, G11 to G13, G16, G18, G20 and G22 to G24 do not apply to this transaction.
  - 3.3 The title shall consist of the production of Office Copies of Title Number WA585420 and the same having been available for inspection at the offices of the Auctioneer prior to Auction shall be deemed to have been deduced and condition G4.2 will not apply.
4. The Term "The Property" has the same meaning as Lot in the Auction Conditions.
5. The Particulars of Sale in general remarks and stipulations are deemed to be included in the Special Conditions of Sale and so that in the case of any inconsistency or variation between those particulars and general remarks and these Special Conditions of Sale then these Conditions of Sale shall prevail.
6. Any plan referred to in these Special Conditions of Sale or in the particulars of sale is for identification purposes only and no objection or requisition shall be raised by the Buyer for reason of any discrepancy between the area of land shown in the title documents and the area stated in the Particulars of Sale.
7. The Property is sold with the benefit of and subject to all incumbrances and other matters contained or referred to in the Title to the Property.
8. The Buyer acknowledges that:-
  - 8.1 He has inspected the Property and purchased it with full knowledge of its actual state and condition and shall take the property as it stands.
  - 8.2 Agrees to purchase the Property solely as a result of its own inspection and on the basis of the terms of the Special Conditions of Sale and not in reliance upon any representation or warranty either written or oral or implied made by or on behalf of the Seller (save for any representation or warranty contained in written reply and given by the Seller's Solicitors to any written preliminary enquiries raised by the Buyer or the Buyer's Solicitors).

8.3 The Particulars of Sale, Special Conditions of Sale and Memorandum of Sale together comprise the entire agreement between the parties.

9. Any error, omission or mistake in any of the said Particulars of Sale and the Plan shall not entitle the Buyer to rescind or to be discharged from the Contract or entitle the Buyer to any cause of action.

10. Any fixtures and fittings belonging to any public utility board or undertaking are expressly excluded from the sale.

11. If due to the default of the Buyer completion does not take place on the Completion Date the Buyer shall pay the Seller's solicitors reasonable and proper costs (not being less than £200.00 plus VAT) for preparing and serving a Notice to Complete and (if appropriate) recalculating the completion statement and any other costs and disbursements reasonably incurred due to such defaults.

12. The Seller shall not be under any obligation to answer any requisitions the Land Registry may raise as to matters relating to title and the Buyer shall accept and raise no requisition or objection thereto and should purchase with full knowledge thereof. Where the Seller (at its discretion) assists with such requisitions the Buyer shall meet the legal fees and disbursements incurred by the Seller.

13. The Buyer shall re-imburse the Sellers fees paid in respect of obtaining the Local Authority and Drainage & Water searches in the sum of £100.00.

14. The Buyer shall re-imburse the Sellers legal fees in the sum of £250.00.

15. The Completion Date shall be 21 days from the date hereof





#### 4. Sellers Property Information Form (Form TA6)

# Property Information Form (2nd edition)

TA6

Address of the property

108 Newfoundland Road  
Cardiff

Postcode CF14 3LY

Full names of the seller

James Dean & Marilyn Monroe

Seller's solicitor

Name of solicitors firm

hbc.

Address

Email

Reference number

About this form

This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person
- 'Buyer' means all buyers together where the property is being bought by more than one person
- 'Property' includes all buildings and land within its boundaries



The Law Society

1 of 12

[www.lawsociety.org.uk](http://www.lawsociety.org.uk)



Lawform International 3/00



## Instructions to the seller

The answers should be prepared by the person or persons who are named as owner on the deeds or Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together.

It is very important that your answers are accurate. If you give incorrect or incomplete information to the buyer (on this form or otherwise, in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), the buyer may make a claim for compensation from you or refuse to complete the purchase.

You should answer the questions based upon information known to you (or, in the case of legal representatives, you or the owner). You are not expected to have expert knowledge of legal or technical matters.

If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. This form can be completed in full, in part or not at all. Omissions or delay in providing some information may delay the sale.

If you later become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. Do not change any arrangements concerning the property with anyone (such as a tenant or neighbour) without first consulting your solicitor.

Please give your solicitor any letters, agreements or other papers which help answer the questions. If you are aware of any which you are not supplying with the answers, tell your solicitor. Some of the questions provide 'Lost' as an answer. If you indicate that some of the documentation is lost you may need to obtain copies at your own expense. Also pass to your solicitor any notices you have received concerning the property and any which arrive at any time before completion of the sale.

Please also complete *TA10 Fittings and Contents Form*. This may form part of the contract between you and the buyer and must be completed accurately.

## Instructions to the buyer

If the seller gives you, separately from this form, any information concerning the property (in writing or in conversation, whether through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor so that it can be recorded in the contract.

You should carefully check *TA10 Fittings and Contents Form*. This may form part of the contract between you and the seller.

## 1 Boundaries and boundary features (fences, walls, hedges, ditches or similar)

1.1 Looking towards the property from the road, who owns or accepts responsibility to maintain or repair the boundary features:

(a) on the left?

☒ Seller ☐ Neighbour  
☐ Shared ☐ Not known

(b) on the right?

☒ Seller ☐ Neighbour  
☐ Shared ☐ Not known

(c) at the rear?

☒ Seller ☐ Neighbour  
☐ Shared ☐ Not known

(d) at the front?

☒ Seller ☐ Neighbour  
☐ Shared ☐ Not known

1.2 Has any boundary feature been moved in the last 20 years? If Yes, please give details:

☐ Yes ☒ No

1.3 During the seller's ownership, has any land previously forming part of the property been sold or has any adjacent property been purchased? If Yes, please give details:

☐ Yes ☒ No

1.4 Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road? If Yes, please give details:

☐ Yes ☒ No

## 2 Disputes and complaints

2.1 Have there been or are there any disputes or complaints regarding this property or a property nearby? If Yes, please give details:

☐ Yes ☒ No

- 2.2 Does the seller know of anything which might lead to a dispute about the property or a property nearby? If Yes, please give details:

☐ Yes

☒ No

### 3 Notices and proposals

- 3.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:

☐ Yes

☒ No

- 3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby? If Yes, please give details:

☐ Yes

☒ No

### 4 Alterations, planning and building control

**Note:** All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, building regulations consents and completion certificates must be provided prior to exchange of contracts. Some works will require notification to the local authority either directly or through a Competent Persons Scheme.

- 4.1 Has the property been used otherwise than as a private home at any time during the last 10 years? If Yes, please give details:

☐ Yes

☒ No

☐ Not known

**4.2** Have any of the following changes been made to the whole or any part of the property (including the garden)? If Yes, in what year were the changes made?

(a) Building works	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year
(b) Change of use (e.g. from a shop to a residence)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year
(c) Conversion (e.g. loft or garage conversion)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year
(d) Electrical work since 1 January 2005	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year
(e) Installation of a solar panel	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year
(f) Installation of air conditioning	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year
(g) Installation of a satellite dish (above the roof line only)	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year
(h) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="text" value="2002"/> Year
(i) Installation of central heating system or renewable energy heating system, or other water or plumbing system changes, since 1 April 2005	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="text"/> Year

**4.3** Are any of the works disclosed in 4.2 above unfinished?  
If Yes, please give details:

☐ Yes ☒ No

**4.4** Are there any planning or building control issues to resolve?  
If Yes, please give details:

☐ Yes ☒ No

### Conservatory

**4.5** Does the property include a conservatory? If Yes:

☐ Yes ☒ No

(a) In what year was it built?

Year ☐ Not known

(b) Does it have building regulations approval? If Yes, please supply a copy.

☐ Yes ☐ No  
☐ Not known ☐ Enclosed  
☐ To follow ☐ Lost

## 5 Guarantees and warranties

**Note:** All available guarantees, warranties and supporting paperwork should be provided before exchange of contracts.

**5.1** Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(b) Damp proofing	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(c) Timber treatment	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(d) Glazing, roof lights, roof windows or glazed doors	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(e) Electrical work	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(f) Roofing	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(g) Central heating	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(h) Underpinning	<input type="checkbox"/> Yes <input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> No <input type="checkbox"/> To follow
(i) Other (please state): <input type="text"/>	<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

**5.2** Have any claims been made under any of these guarantees or warranties? If Yes, please give details:

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

## 6 Council tax

**Note:** If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that following completion of the sale, the property may be put into a higher council tax band. For more information, see the Valuation Office website at [www.voa.gov.uk](http://www.voa.gov.uk)

**6.1** Which council tax band is the property in?

C	Band (A-H)
---	------------

**6.2** How much is payable this year?

£1,100	£
--------	---



## 7 Environmental matters

**Note:** 'Property' includes all buildings and land within its boundaries.

7.1 Has the property suffered from flooding? If Yes, please give details:

☐ Yes ☒ No

**Note:** Flooding may take a variety of forms: it may be seasonal or irregular or simply a one off occurrence.

7.2 Has a Radon test been carried out on the property? If Yes:

☐ Yes ☐ No  
☒ Not known

(a) please supply a copy of the report

☐ Enclosed ☐ To follow  
☐ Lost

(b) was the test result below the 'recommended action level'?

☐ Yes ☐ No

**Note:** Radon is a naturally occurring inert radioactive gas found in the ground. Some parts of England and Wales are more adversely affected by it than others.

7.3 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?

☐ Yes ☐ No  
☐ Not known

**Note:** Remedial action is advised for properties with a test result above the 'recommended action level'. For more information, see [www.hpa.org.uk](http://www.hpa.org.uk).

7.4 Please supply a copy of the Energy Performance Certificate (EPC) for the property.

☐ Enclosed ☐ To follow  
☐ Already supplied

7.5 For new homes built under building regulations approval obtained under applications dated on or after 1 May 2008, please supply a copy of the Sustainability Certificate or the Nil-rated Certificate as appropriate.

☐ Enclosed  
☐ Already supplied  
☐ Not applicable

## 8 Formal and informal arrangements

**Note:** Formal and informal arrangements may relate to access or shared use, for example.

8.1 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain? If Yes, please give details:

☐ Yes ☒ No

**8.2** Does the property benefit from any formal or informal arrangements over any neighbouring property? If Yes, please give details:

☐ Yes ☒ No

**8.3** Are there any formal or informal arrangements which someone else has over the property? If Yes, please give details:

☐ Yes ☒ No

**8.4** Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:

☐ Yes ☒ No

## 9 Other charges

**Note:** If the property is leasehold, details of lease expenses such as service charges and ground rent should be set out on the separate *TA7 Leasehold Information Form*.

**9.1** Does the seller ever have to pay for the use of the property (excluding any payments already stated in this form, such as council tax, utility charges, etc)? If Yes, please give details:

☐ Yes ☒ No

## 10 Occupiers

**10.1** Does the seller live at the property?

☐ Yes ☒ No

**10.2** Does anyone else, aged 17 or over, live at the property?

☐ Yes ☒ No

**If No to question 10.2, please continue to section 11 'Transaction information' and do not answer 10.3–10.5 below.**



10.3 Please give the full names of any occupiers aged 17 or over:

10.4 Are any of the occupiers, aged 17 or over, tenants or lodgers?

☐ Yes ☐ No

10.5 Is the property being sold with vacant possession?  
If Yes, have all the occupiers aged 17 or over:

☐ Yes ☐ No

(a) agreed to leave prior to completion?

☐ Yes ☐ No

(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.

☐ Yes ☐ No  
☐ Enclosed ☐ To follow

## 11 Transaction Information

11.1 Is the sale dependent on the seller buying another property?  
If Yes, please give details of the stage that negotiations have reached:

☐ Yes ☒ No

11.2 Does the seller have any special requirements about a moving date? If Yes, please give details:

☒ Yes ☐ No

21 days from Date of Auction

11.3 Does the seller expect to use the deposit received on a related purchase?

☐ Yes ☒ No

11.4 Does the sale price exceed the amount necessary to repay all charges secured on the property?

☒ Yes ☐ No

## 12 Services

**Note:** If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Schemes authorised by the Department for Communities and Local Government are listed on its website [www.communities.gov.uk](http://www.communities.gov.uk)

## Electricity

- 12.1 Has the electrical system been tested and approved?  
If Yes, please supply a copy of the test certificate or results.

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Not known	<input type="checkbox"/> To follow
<input type="checkbox"/> Enclosed	

## Central heating

- 12.2 Is there a central heating system at the property? If Yes:

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

- (a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc)?

<input type="text" value="GAS"/>
----------------------------------

- (b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (or the 'exceptional circumstances' form) and a completed Benchmark Scheme log book.

<input type="text"/>	Date
<input checked="" type="checkbox"/> Not known	
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

- (c) Is the heating system in good working order?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

- (d) In what year was the heating system last serviced/maintained?

<input type="text"/>	Year	<input checked="" type="checkbox"/> Not known
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## Drainage and sewerage

- 12.3 Is the property connected to mains surface water drainage?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

- 12.4 Is sewerage for the property provided by a septic tank or cesspool?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

If No to question 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.8 below.

- 12.5 Is the use of the septic tank or cesspool shared with other properties? If Yes, how many properties share the system?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="text"/>	Properties sharing

- 12.6 In what year was the system last emptied?

<input type="text"/>	Year
----------------------	------

- 12.7 In what year was the system installed? If installed since 1 January 1991 please supply copies of the relevant building regulations and Environment Agency consents.

<input type="text"/>	Year	<input type="checkbox"/> Not known
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow	
<input type="checkbox"/> Lost		

- 12.8 Is any part of the septic tank or cesspool, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the septic tank or cesspool and how access is obtained.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

### 13 Connection to utilities and services

13.1 Please mark the Yes or No boxes to show which of the following utilities and services are connected to the property and give details of any providers.

Mains electricity	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provider's name		
<input type="text" value="EON"/>		
Provider's telephone number		
<input type="text"/>		
Location of meter		
<input type="text"/>		

Mains gas	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provider's name		
<input type="text" value="EON"/>		
Provider's telephone number		
<input type="text"/>		
Location of meter		
<input type="text"/>		

Mains water	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provider's name		
<input type="text" value="WELSH WATER"/>		
Provider's telephone number		
<input type="text"/>		
Location of stop cock		
<input type="text"/>		
Location of meter, if any		
<input type="text" value="FRONT PATH"/>		

Mains sewerage	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provider's name		
<input type="text" value="WELSH WATER"/>		
Provider's telephone number		
<input type="text"/>		
Location of meter, if any		
<input type="text"/>		

Telephone	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Provider's name		
<input type="text" value="BT"/>		
Provider's telephone number		
<input type="text"/>		

Cable	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Provider's name		
<input type="text"/>		
Provider's telephone number		
<input type="text"/>		

**Satellite** ☒ Yes ☐ No

Provider's name

Provider's telephone number

**Broadband** ☒ Yes ☐ No

Provider's name

Provider's telephone number

Signed: Maryn Moran  
[Signature] Dated: 22/02/2012

Each seller should sign this form.



## 5. Fixtures & Contents Form (Form TA10)

# Fittings and Contents Form (2nd edition)

TA10

Address of the property

108 Newfoundland Road  
Cardiff

Postcode CF14 3LY

Full names of the seller

James Dean & Marilyn Monroe

Seller's solicitor

Name of solicitors firm

fbc

Address

Email

Reference number

## Definitions

- 'Seller' means all sellers together where the property is owned by more than one person
- 'Buyer' means all buyers together where the property is being bought by more than one person



The Law Society



## Instructions to the seller and the buyer

This form must be completed accurately by the seller. It may become part of the contract between the seller and the buyer.

The seller should make a clear statement of what is included in the sale of the property by marking each box in this form with a ✓ or a X, as shown below:

Included in the sale of the property	<input checked="" type="checkbox"/>
Not included in the sale of the property	<input type="checkbox"/>

The seller may be prepared to sell to the buyer an item which is otherwise not included in the sale of the property. In this case, the seller should mark the appropriate box with a X to show the item is not included, followed by the amount that the seller wishes to be paid for the item, as shown below.

Not included, but for sale at an extra cost	<input type="checkbox"/> X{amount}
---	------------------------------------

The buyer can then decide whether to accept the seller's offer. The seller and buyer should inform their solicitors of any arrangements made about items offered for sale in this way.

If the seller removes any fixtures and fittings, the seller must make good any damage caused by their removal.

If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose and socket, a flex, bulb holder and bulb.

The seller is responsible for removing any possessions, including rubbish, from the property, the garage, the garden and any outbuildings or sheds.

The seller and the buyer should check the information given on the form carefully.



## 1 Basic fittings

Boiler / immersion heater	<input checked="" type="checkbox"/>	Roof insulation	<input checked="" type="checkbox"/>
Radiators / wall heaters	<input checked="" type="checkbox"/>	Window fittings	<input checked="" type="checkbox"/>
Night-storage heaters	<input checked="" type="checkbox"/>	Window shutters / grills	<input checked="" type="checkbox"/>
Free-standing heaters	<input checked="" type="checkbox"/>	Internal door furniture	<input checked="" type="checkbox"/>
Gas fires (with surround)	<input checked="" type="checkbox"/>	External door furniture	<input checked="" type="checkbox"/>
Electric fires (with surround)	<input checked="" type="checkbox"/>	Doorbell / chime	<input checked="" type="checkbox"/>
Light switches	<input checked="" type="checkbox"/>	Electric sockets	<input checked="" type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

## 2 Television and telephone

Telephone receivers	<input checked="" type="checkbox"/>	Television aerial	<input checked="" type="checkbox"/>
Radio aerial	<input checked="" type="checkbox"/>	Satellite dish	<input checked="" type="checkbox"/>

## 3 Kitchen

Hob	<input checked="" type="checkbox"/>	Refrigerator / fridge-freezer	<input checked="" type="checkbox"/>
Extractor hood	<input checked="" type="checkbox"/>	Freezer	<input checked="" type="checkbox"/>
Fitted oven and grills	<input checked="" type="checkbox"/>	Free-standing oven / cooker	<input checked="" type="checkbox"/>
Fitted microwave	<input checked="" type="checkbox"/>	Dishwasher	<input checked="" type="checkbox"/>
Tumble-dryer	<input checked="" type="checkbox"/>	Washing machine	<input checked="" type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

## 4 Bathroom

Bath	<input checked="" type="checkbox"/>	Separate shower and fittings	<input checked="" type="checkbox"/>
Shower fitting for bath	<input checked="" type="checkbox"/>	Towel rail	<input checked="" type="checkbox"/>
Shower curtain	<input checked="" type="checkbox"/>	Soap / toothbrush holders	<input checked="" type="checkbox"/>
Bathroom cabinet	<input checked="" type="checkbox"/>	Toilet roll holders	<input checked="" type="checkbox"/>
Taps	<input checked="" type="checkbox"/>	Bathroom mirror	<input checked="" type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>
	<input type="checkbox"/>		<input type="checkbox"/>

## 5 Carpets, curtains, light fittings and fitted units

	Carpets	Curtain rails poles/pelmets*	Curtains/blinds*	Light fittings	Fitted units**
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Living room	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dining room	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Kitchen	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bedroom 1	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bedroom 2	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Bedroom 3	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the seller wishes to further explain the answers to section 5 above, please give details:

\* Delete as appropriate.

\*\* Fitted units (for example: fitted cupboards, fitted shelves, and fitted wardrobes).

## 6 Outdoor area

Garden furniture	<input checked="" type="checkbox"/>	Outdoor heater	<input checked="" type="checkbox"/>
Garden ornaments	<input checked="" type="checkbox"/>	Stock of fuel	<input checked="" type="checkbox"/>
Trees, plants, shrubs	<input checked="" type="checkbox"/>	Outside lights	<input checked="" type="checkbox"/>
Barbecue	<input checked="" type="checkbox"/>	Water butt	<input checked="" type="checkbox"/>
Dustbins	<input checked="" type="checkbox"/>	Clothes line	<input checked="" type="checkbox"/>
Garden shed	<input checked="" type="checkbox"/>	Rotary line	<input checked="" type="checkbox"/>
Greenhouse	<input checked="" type="checkbox"/>		<input type="checkbox"/>

Signed: \_\_\_\_\_

*John Dean Mays Mava*

Dated: \_\_\_\_\_

*22/02/2012*

Each seller should sign this form.



## 6. Local Authority Search Result



### Personal Search Report

For the attention of: Darren Hek  
Company Name: Hek Jones Solicitors (Searchflow) (1) (Searchflow)  
Your Reference: 108 NEWFOUNDLAND ROAD  
Our Reference: 7888003

Property Address: 108 Newfoundland Road  
Cardiff  
CF14 3LD

Search Prepared and Conducted By: Stewart Dillon

Date: 13/Feb/2012



## 1 Planning and Building Regulations

### 1.1 Planning and Building Regulation Decisions and Pending Applications

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

- |         |  |  |
|---------|--|--|
| 1.1 (a) | a planning permissions   | Please refer to Part III of the Local Land Charges Register or the Planning Register at the end of this report, as applicable.   |
| 1.1 (b) | a listed building consent  | Please refer to Part III of the Local Land Charges Register or the Planning Register at the end of this report, as applicable.   |
| 1.1 (c) | a conservation area consent  | Please refer to Part III of the Local Land Charges Register or the Planning Register at the end of this report, as applicable.   |
| 1.1 (d) | a certificate of lawfulness of existing use or development   | Please refer to Part III of the Local Land Charges Register or the Planning Register at the end of this report, as applicable.   |
| 1.1 (e) | a certificate of lawfulness of proposed use or development   | Please refer to Part III of the Local Land Charges Register or the Planning Register at the end of this report, as applicable.   |
| 1.1 (f) | building regulation approval   | Please refer to the Building Control Register at the end of this report as applicable.   |
| 1.1 (g) | a building regulation completion certificates  | Please refer to the Building Control Register at the end of this report as applicable.   |
| 1.1 (h) | Certificate of compliance of a replacement window, roof light, roof window or glazed door.<br>How can copies of any of the above be obtained?  | Please refer to the Building Control Register at the end of this report as applicable.<br>By Written Application to the Building Control Department/Planning Department. |
| 1.2     | Planning Designations and Proposals<br>What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? | Please see Additional Information section at the end of this report  |

## 2 Roads

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

- |     |  |                                |
|-----|--|--------------------------------|
| (a) | highways maintainable at public expense  | Newfoundland Road - Is Adopted |
| (b) | subject to adoption and, supported by a bond or bond waiver.                         | Not Applicable                 |
| (c) | to be made up by a local authority who will reclaim the cost from the frontagers; or | Not Applicable                 |
| (d) | to be adopted by a local authority without reclaiming the cost from the frontagers?  | Not Applicable                 |
| (a) | highways maintainable at public expense  | Rear - Is Adopted              |
| (b) | subject to adoption and, supported by a bond or bond waiver.                         | Not Applicable                 |
| (c) | to be made up by a local authority who will reclaim the cost from the frontagers; or | Not Applicable                 |
| (d) | to be adopted by a local authority without reclaiming the cost from the frontagers?  | Not Applicable                 |
- comments regarding the above roads

3.1	Is the property included in land required for public purposes?	No
3.2	Land to be acquired for Road Works Is the property included in land to be acquired for road works?	No
3.3	Drainage Agreements and Consents Do either of the following exist in relation to the property-	
3.3 (a)	An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or	This data is not held by this Local Authority so please refer to the CON29DW search report
3.3 (b)	An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?	This data is not held by this Local Authority so please refer to the CON29DW search report
3.4	Nearby Road Schemes Is the property (or will it be) within 200 metres of any of the following -:	
3.4 (a)	the centre line of a new trunk road or special road specified in an order, draft order or scheme;	No
3.4 (b)	the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	No
3.4 (c)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes;	No
3.4 (d)	the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;	No
3.4 (e)	the centre line of the proposed route of a new road under proposals published for public consultation; or	No
3.4 (f)	the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	No
3.5	Nearby Railway Schemes Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?	No
3.6	Traffic Schemes Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the property	
3.6 (a)	permanent stopping up or diversion	No
3.6 (b)	waiting or loading restrictions	No

3.6 (c)	one way driving	No
3.6 (d)	prohibition of driving	No
3.6 (e)	pedestrianisation	No
3.6 (f)	vehicle width or weight restriction	No
3.6 (g)	traffic calming works including road humps	No
3.6 (h)	residents parking controls	No
3.6 (i)	minor road widening or improvement	No
3.6 (j)	pedestrian crossings	No
3.6 (k)	cycle tracks	No
3.6 (l)	bridge construction	No
3.7	Outstanding Notices Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:	
(a)	building works;	No
(b)	environment;	No
(c)	health and safety;	No
(d)	housing;	No
(e)	highways; or	No
(f)	public health?	No
3.8	Contravention of Building Regulations Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	No
3.9	Notices, Orders, Directions and Proceedings under Planning Acts Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	
3.9 (a)	an enforcement notice	No
3.9 (b)	a stop notice	No
3.9 (c)	a listed building enforcement notice	No
3.9 (d)	a breach of condition notice	No
3.9 (e)	a planning contravention notice	No
3.9 (f)	another notice relating to breach of planning control	No



3.9 (g)	a listed building repairs notice	No
3.9 (h)	in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
3.9 (i)	a building preservation notice	No
3.9 (j)	a direction restricting permitted development	No
3.9 (k)	an order revoking or modifying planning permission	No
3.9 (l)	an order requiring discontinuance of use or alteration or removal of building or works	No
3.9 (m)	a tree preservation order	No
3.9 (n)	proceedings to enforce a planning agreement or planning contribution?	No
3.10	Conservation Area Do the following apply in relation to the property-	
3.10 (a)	(a) the making of the area a Conservation Area before 31 August 1974; or	No
3.10 (b)	(b) an unimplemented resolution to designate the area a Conservation Area?	No
3.11	Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
3.12	Contaminated Land Do any of the following apply (including any relating to 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):-	
3.12 (a)	a contaminated land notice;	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.
3.12 (b)	in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-  (i) a decision to make an entry; or	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.
3.12 (c)	consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?	If any entries in the register of contaminated land existed they would have been revealed here. As there is not a positive answer here then there were no entries revealed or the register is still being compiled. We would however recommend that you consider ordering an Environmental Report which can be obtained through our website or contacting our office directly.
3.13	Radon Gas Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?	We recommend that you obtain an "Environmental Report" that details Radon Affected Areas and Level of Protective Measures. Please contact us to order this report.

## Local Land Charges Register Parts Applicable are listed below

No Entries Revealed

### Planning Register

(Please note that other than where the council has provided us with details of decisions we will check the planning registers back to 1990. If not already provided in this report, details of planning decisions prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

No Entries Revealed

### Building Control Register

(Please note that other than where the council has provided us with details of decisions we will check the building control registers back to 1990. If not already provided in this report, details of building regulation decisions prior to 1990 are available upon a written application to the council but maybe subject to a fee. The council address is shown at the end of this report)

Date	Reference
15/10/02	
Other details	

14 Windows. FENSA entry details- this information was obtained from FENSA Registration website, further information can be found at the following link-:<http://www.fensa.org.uk/asp/certificate.asp>

### Additional Information

Unitary Development Plan Policies

Deposit draft date 2003. Within settlement boundary Reference source additional data source information: Local Land Charges Information: Visible inspection at the council. CON29 Part I Questions: Council supplied/Visible inspection of highways register. Planning Information: Council Database/Website. Building Control Information: Council supplied/FENSA website.

## General Information About This Search

### Reference Source Information

All the information in this report has been obtained by either the ordering of CON29 data or an inspection of the publicly available data held on the Local Land Charges Register, the Planning Register, Building Control Records, Environmental Health Records, Contaminated Land Registers the Local or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, UK Radon Map, the local and/or county council websites" and the Highways Agency website.

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

Cardiff County Council  
Local Land Charges  
County Hall  
Atlantic Wharf  
Cardiff  
CF10 4UW

### Complaints Procedure

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

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

Complaints should be sent to:

David Penney, Search Supply Director, SearchFlow Limited, 42 Kings Hill Avenue, Kings Hill, West Malling Kent, ME19 4AJ (Telephone: 0870 990 9945) Email ([David.Penney@SearchFlow.co.uk](mailto:David.Penney@SearchFlow.co.uk))

If you are not satisfied with our final response, you may refer the complaint to the "The Property Ombudsman Scheme (TPOs) and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPO and comply with any decision.

### TERMS & CONDITIONS

Please note that our terms & conditions can be viewed by visiting our website at: [www.searchflow.co.uk](http://www.searchflow.co.uk)

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

### Insurance

This search is covered by indemnity insurance to cover any liability arising from missing or erroneous answers. The insurance policy is attached to this report.

# PCCB – Search Code

## Important Consumer Protection Information

This search has been produced by PSA which is a trading name of SearchFlow Limited of 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ (Tel: 0870 870 8889, Email: [info@SearchFlow.co.uk](mailto:info@SearchFlow.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 firms maintain compliance with the Code.

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

## The Code's core principles

Search providers which subscribe to the Code will:

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

## Complaints

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

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

## TPOs Contact Details:





The Property Ombudsman scheme  
Beckett House  
4 Bridge Street  
Salisbury  
Wiltshire SP1 2LX  
Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

PLEASE ASK SEARCHFLOW LIMITED IF YOU WOULD LIKE A COPY OF THE SEARCH CODE





User:	Mr Darren Hek	 Main property Extent  Secondary property Extent  0 54M Property coordinates: 317219, 178621	Scale 1:1101 
Client Ref:	108 NEWFOUNDLAND ROAD		
Company:	Hek Jones Solicitors (Searchflow) (1) (Searchflow)		

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## SEARCH REPORT INSURANCE POLICY

Policy Issuer: SearchFlow Limited  
Policy Number: 60-057-000000

### 1. Definitions

In this policy unless the context otherwise requires:

- 1.1 **"Actual Loss"** (which in the case of a Buyer and Potential Buyer will not exceed the amount either reasonably believes to be the value of the Land at the Policy Date and assuming residential use of the Land) means:
  - 1.1.1 in respect of a Buyer:
    - (a) the difference between (i) the lesser of the price the Buyer actually paid for the Land and the Market Value of the Land at the Policy Date without an Adverse Entry; and (ii) the Market Value of the Land at the Policy Date as reduced by the effect of an Adverse Entry
    - (b) the cost of demolishing, altering or reinstating any part of the Land to comply with an order made by an Appropriate Body
    - (c) the amount required to pay any charges or other financial liabilities registered against the Land
  - 1.1.2 in respect of a Potential Buyer: any sums actually expended by the Potential Buyer in contemplation of buying the Land
  - 1.1.3 in respect of a Seller: actual financial loss
  - 1.1.4 in respect of a Lender: the difference between the amount of loan outstanding at the time the Lender becomes aware of an Adverse Entry and the amount recovered by the Lender on sale of the Land
- and provided that First Title's liability under this policy will, under no circumstances, exceed £1,000,000, or £500,000 where the use of the Land or any part of it as at the Policy Date was commercial.
- 1.2 **"Adverse Entry"** means a matter affecting the Land which would have been disclosed in the information provided by an Appropriate Body in response to an application made to it under Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended) but which was not contained in the Search Report
- 1.3 **"Appropriate Body"** means a local authority or other public body providing information in response to an application made under Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright, as amended).
- 1.4 **"Authorised Expenses"** means any costs, legal fees and expenses that First Title is obliged to pay under this policy and has approved in writing.
- 1.5 **"Bordereau"** means the form supplied by First Title to the Policy Issuer recording insurance given in respect of individual residential or commercial properties insured under the terms of this policy.
- 1.6 **"Buyer"** means a person or persons who has/have bought an interest in the Land relying upon a Search Report prepared in relation to the Land.
- 1.7 **"First Title"** means First Title Insurance plc.
- 1.8 **"Insured"** mean:
  - 1.8.1 where the use of the Land as at the Policy Date was residential, any or all of:
    - (a) a Buyer
    - (b) a Potential Buyer
    - (c) a Seller
    - (d) a Lender
  - 1.8.2 where the use of the Land as at the Policy Date was commercial, any or all of:
    - (a) a Buyer
    - (b) a Lender
- 1.9 **"Know, Known or Knowing"** means having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies.
- 1.10 **"Land"** means the interest in an individual residential or commercial property specified in the Bordereau.
- 1.11 **"Lender"** means a person or body making a loan to a Buyer secured over the Land.
- 1.12 **"Market Value"** means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.13 **"Policy Date"** means the date on which the Search Report was prepared.
- 1.14 **"Policy Issuer"** means SearchFlow Limited who will not be an insured under this Policy.
- 1.15 **"Potential Buyer"** means a person, other than a Buyer, who relies upon a Search Report in contemplation of buying the Land.
- 1.16 **"Search Report"** means a report providing the information contained in Part 1 (Standard Enquiries) of Form CON29R (Law Society Copyright 2007, as amended) obtained from a private search provider and not directly from an Appropriate Body.
- 1.17 **"Seller"** means a person or persons selling the Land.

### 2. Coverage Statement

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

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

### 3. Exclusions

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

- 3.1 risks that:
  - 3.1.1 that Insured creates, allows or agrees to at any time
  - 3.1.2 are known to that Insured but not to First Title and do not appear in any records established by the Appropriate Bodies on or before the date of the Search Report
  - 3.1.3 do not cause that Insured any loss
  - 3.1.4 occur, come into existence or are recorded in public records established by an Appropriate Body after the Policy Date
  - 3.1.5 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract
  - 3.1.6 are disclosed to the Insured as a result of a subsequent search of matters affecting the Land which has been carried out
- 3.2 environmental contaminants or hazardous waste on or under the Land and/or liability arising by reason of environmental protection legislation, whether or not its existence would have been disclosed in response to questions 3.12(a) to (c) in Form CON29R
- 3.3 radon gas on or under the Land, whether or not its existence would have been disclosed in response to questions 3.12(a) - (c) in Form CON29R
- 3.4 where the use of any part of the Land as at the Policy Date was commercial, any losses arising from loss or breach of any licences or other permissions necessary for continuation of the use of the Land as at the Policy Date or the Insured's business conducted on or from it

### 4. Continuation of indemnity

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



## 5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 01/11
- 5.1.1 by post to Legal and Claims, First Title Insurance Plc, 13<sup>th</sup> Floor, International Press Centre, 76 Shoe Lane, London EC4A 3JB
  - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171
  - 5.1.3 by e-mail to [legal&claims@firsttitle.eu](mailto:legal&claims@firsttitle.eu)
- 5.2 First Title's obligation to an Insured under this policy may be reduced in part or in whole if that Insured refuses to co-operate with First Title and any action or omission of that Insured in these respects adversely affects First Title's ability to dispute or defend any challenge or claim or to commence any action against other persons.

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

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

## 7. Proof of loss and deadline for advising of loss

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

## 8. Settling claims and termination of liability

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

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

## 9. Determination and extent of liability

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

## 10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

## 12. Payment of loss

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

## 13. Subrogation

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

## 14. Liability limited to this policy

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

## 15. Severability

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

## 16. Governing law and jurisdiction

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

## 17. Cancellation rights

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

## 18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference **SRIP01/11** and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, 13th Floor, International Press Centre, 76 Shoe Lane, London, EC4A 3JB.



## POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



### 1. This summary.

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

### 2. The Insurer.

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

### 3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the Coverage Statement in paragraph 2 of the policy.

### 4. What does the policy not cover?

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

### 5. Limitations of the Policy.

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

### 6. Cancellation Terms.

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

### 7. Term of the policy.

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

### 8. Claims.

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

### 9. Queries.

If you require further information or have any queries regarding the policy you should contact First Title Insurance plc at 13<sup>th</sup> Floor, International Press Centre, 76 Shoe Lane, London EC4A 3JB

### 10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at 13<sup>th</sup> Floor, International Press Centre, 76 Shoe Lane, London EC4A 3JB. Please quote the policy reference. SRIP/01/11

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

### 11. Compensation

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

### 12. Price

The premium for the Search Report Insurance is £7.50 plus IPT.

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

**1 The Financial Services Authority (FSA)** The FSA is the independent watchdog and statutory body that regulates financial services. The FSA regulations require us to give you this document. Use this information to decide if our services are right for you.

**2 Whose products do we offer?** We only offer a product from First Title Insurance plc for Search Report Insurance.

**3 Which service will we provide you with?** You will not receive advice or a recommendation from us for Search Report Insurance.

**4 What will you have to pay us for our services?** There is no fee payable to us for organising the Search Report Insurance.

**5 Who regulates us?** SearchFlow Limited trading as PSA and Richards Gray is an appointed representative of First Title Insurance plc, which is authorised and regulated by the Financial Services Authority (FSA). Searchflow Limited's FSA Registration number is 563702. You can check this on the FSA's Register by visiting the FSA's website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

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#### **Search Report Insurance Policy Demands & Needs Statement and Suitability**

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

We only deal with First Title Insurance plc for Search Report Insurance, and our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Financial Corporation, a leading global provider of title insurance for residential and commercial real estate transactions.

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



## 7. Drainage & Water Search Result



### Private Drainage & Water Search

Report prepared for:	Darren Hek
Report Address:	108 Newfoundland Road Cardiff CF14 3LD
Your Reference:	108 NEWFOUNDLAND ROAD
Report Reference:	7888003
Date:	10/Feb/2012

This Water & Drainage Search has been supplied to you by Richards Gray which is a registered firm under the Search Code and monitored by the Property Codes Compliance Board

## Part 1

### Drainage Enquiries And Replies

Please refer to notes

1.1 Is a plan showing the nearest public sewers provided?

A plan showing the nearest sewers is included in this report.

1.2 Does foul drainage from the property drain to a public sewer?

A foul sewer is shown within the vicinity of the property. The water company's public maps do not indicate that foul water from the property does drain to the public sewerage system. We recommend that you contact the vendor for confirmation.

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

A surface water sewer is shown within the vicinity of the property. The water company's public maps do not indicate that surface water from the property does drain to the public sewerage system. We recommend that you contact the vendor for confirmation.

1.4 Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?

NO. The water company's records indicate that the sewers serving the development of which this property forms part are not the subject of an application for adoption under Section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Water Industry Act 1991.

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**Part 2**

**Drainage Enquiries And Replies**

Please refer to notes

**2.1 Does the public sewer map show any public sewer within the boundary of the property?**

YES. The public sewer map does show public sewers within the boundary of the property. It has not been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist within the boundary of the property.

**2.2 Does the public sewer map show any public sewer within 100 ft (approximately 30m) of the property?**

YES. The public sewer map indicates that there is a public sewer running within 30 metres (100 feet) of the property.

**2.3 Is there a current statutory agreement or consent to erect a building or extension on the property over or in the vicinity of a public sewer or disposal main?**

NO. The water company's records indicate that there is not a statutory agreement or consent in respect of the building over a public sewer at this property. For historical reasons the water company may not be aware of some agreements or consent's which have been entered into by the local authority.

### Part 3

#### Drainage Enquiries And Replies

Please refer to notes

- 3.1 Please advise who 3.1 the sewerage undertaker is:  
Welsh Water
- 3.2 Which company supplies water to the area?  
Welsh Water
- 3.3 Is the property connected to mains water supply?  
YES. The water company's records indicate that the property is connected to the mains water supply.
- 3.4 Does the map of waterworks show any vested water mains or assets within the boundary of the property?  
We are not aware of any vested water mains within the boundary of the property.

### Part 4

#### Wastewater and Water Charges

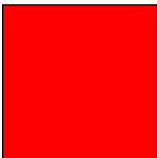
Please refer to notes

- 4.1 What is the basis for charging for water supply and sewerage at this property?  
Please refer to vendor or pre-contract documents.

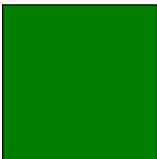


Sewer Key

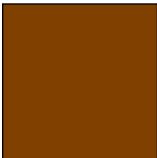
Where a plan of the nearest public sewers has been included within the report, the colourkey is as below:



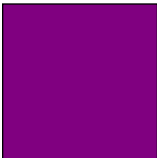
Public Combined Sewer



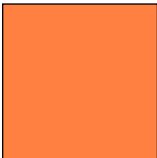
Public Surface Water Sewer



Public Foul Sewer

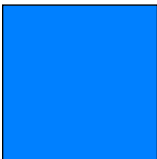


Sewer Publicly Maintained Under Section24 Public Health Act 1936

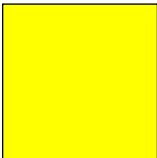


Abandoned Public Sewers

Water Key



Public Water Main



Trunk Main

PWD Plan



## Notes to accompany the drainage and water questions

- 1.1 The section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.
- 1.2 If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.
- The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 1.3 In some cases the water company's records do not distinguish between foul and surface water connections to the public sewerage system, if on inspection the buyer finds that the property is not connected for surface water drainage the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the water company.
- The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 1.4 **SECTION 104 AGREEMENT-** An agreement made between, a housing developer and the sewerage undertaker, under section 104 of the Water Industry Act 1991, for the adoption of sewers intended to serve a new development. A bond to guarantee proper performance by the developer of their obligations often supports the agreement.
- Where the property is part of a very recent or ongoing development and the sewers are not the subjects of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities.
- Final adoption is subject to the developer complying with the terms of the adoption agreement under section 104 of the Water Industry Act 1991.
- Where the property is part of an established development it would not normally be subject to an adoption agreement under section 104 of the Water Industry Act 1991.

- 2.1 The section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.
- The boundary of the property has been determined by reference to the Ordnance Survey record.
- The presence of a public sewer running within the boundary of the property may restrict further development; The water company has a statutory right of access to carry out works on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work.
- 2.2 The section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.
- The presence of a public sewer within 100 feet (approximately 30 metres) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
- The measure is estimated from the centre of the property or land shown on the Ordnance Survey record.
- 3.1 The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 3.2 The water company is not responsible for private supply pipes connecting the property to the public water main and does not hold details of these. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- 3.3 There are no notes referring to this question.
- 3.4 The boundary of the property has been determined by reference to the Ordnance Survey record.
- The presence of a vested water main within the boundary of the property may restrict further development within it. The water company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the water board or its contractors needing to enter the property to carry out work.

## Guidance for landowners

You are advised that in order to maintain adequate future access to the pipeline and avoid interference with it, it is necessary to ensure the following guidelines are observed: -

### 1 BUILDINGS AND PERMANENT STRUCTURES

A clear working strip along the pipe is required between buildings and permanent structures and this must be:-

Pipes up to 150mm	- 4.0 metres
Pipes 151 mm to 600mm	- 7.0 metres
Pipes 601mm and over	- 9.0 metres

No building or permanent structures should be placed within 2 metres of pipes below 300mm in diameter or within 3.5 metres of pipes of 300mm or over in diameter (measured from the centre of the pipe), and in addition buildings and permanent structures must be constructed to ensure that no additional loads are transmitted to the pipe.

### 2 TREES AND SHRUBS

Roots can damage pipelines over time and extensive root systems will limit access to the pipeline in breach of the water company's right to access for repair or replacement. As a rule of thumb the root spread of a tree is approximately the same as its eventual canopy spread. To help you avoid damage or interference to the pipeline, The water company suggests the following guidelines: -

- No large or forest trees should be planted within 7 metres of the pipeline (e.g. Oak, Ash, Beech, Spruce etc.);
- Medium and small trees should always be planted in such a way as to ensure that the eventual root spread reaches no closer than 1 metre to the pipeline; in practice, if trees are planted a distance of 5 metres away from the pipeline this should be sufficient;
- Bushes and small shrubs should never be planted closer than 2 metres to the pipeline;
- Closer than 2 metres either side of the pipeline may be planted with hedge plants and ground cover only.

The measurements and distances set out are for guidance only and there will always be exceptions for which Richards Gray is not responsible. If you need to know the precise location of a water main/sewer please contact the water company who will mark out the position of the pipeline within your land. The water company reserves the right to take appropriate action to ensure that there is no interference with its statutory apparatus.

Richards Gray

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Disclaimer

Richards Gray has made reasonable efforts to ensure the accuracy of this information, but provides it subject to the following conditions:

- Private sewers/water pipes are not shown or detailed within this report.
- Service pipes and drainage connections may not be shown.
- We are not, in any way, liable for inaccuracies or omissions in the information provided to us by the water company in reference to the sewerage and water pipes.
- We are not, in any way, liable for inaccuracies or omissions in the information provided by Ordnance Survey in reference to the location of buildings and their boundaries.
- Richards Gray is not responsible, in any way, for the installation, maintenance or upkeep of any the pipelines mentioned in this report or the provision of drainage and/or water services. Any queries relating to these matters should be directed to the company(s) identified in replies 3.1 and 3.2.

If we can be of any further assistance then please do not hesitate to contact us.

## General Information About This Search

### Reference Source Information

All the information in this report has been obtained by comparing plans purchased from Ordnance Survey and an inspection of the Water Companies own publicly available water and sewer maps

### Complaints

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

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

Complaints should in the first instance be sent to:

David Penney, Search Supply Director, Richards Gray, 42 Kings Hill Avenue, Kings Hill, West Malling Kent, ME19 4AJ (Telephone: 0870 990 9945) Email ([David.Penney@SearchFlow.co.uk](mailto:David.Penney@SearchFlow.co.uk)) If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPO and comply with any decision.





# PCCB – Search Code

## Important Consumer Protection Information

This search has been produced by Richards Gray which is a trading name of SearchFlow Limited of 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ (Tel: 0870 870 8889, Email: [info@SearchFlow.co.uk](mailto:info@SearchFlow.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 firms maintain compliance with the Code.

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

## The Code's core principles

Search providers which subscribe to the Code will:

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

## Complaints

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

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

## TPOs Contact Details:

The Property Ombudsman scheme  
Beckett House  
4 Bridge Street  
Salisbury  
Wiltshire SP1 2LX  
Tel: 01722 333306  
Fax: 01722 332296  
Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

You can get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk).

PLEASE ASK SEARCHFLOW LIMITED IF YOU WOULD LIKE A COPY OF THE SEARCH CODE





## 8. Any Other Information/Documents