

# Table of Contents

Report on Title	1
Title Plan	15
Registers of Title	17
Conveyance dated 22nd May 1933	20
Local Authority search	26
Water & drainage search	56
Environmental search	83
Energy Performance Certificate	102
Property Information Form	110
Dean Paul Invoice	126
John E Griggs and Sons Ltd letters	127
Declaration of Safety	131
St Albans Plumbing and Heating Co Ltd Invoice	133
Minor Electrical Installation Works Certificate	134
Electrical Installation Work Certificate of Compliance	136
Building Regulations Part P Compliance Certificate	138
FENSA Certificates x3	140
Warranty Insurance	143
Additional Enquiries	145
Replies to enquiries	146
Contract	148
Fittings and Contents Form	150

**REPORT ON TITLE**

**FOR**

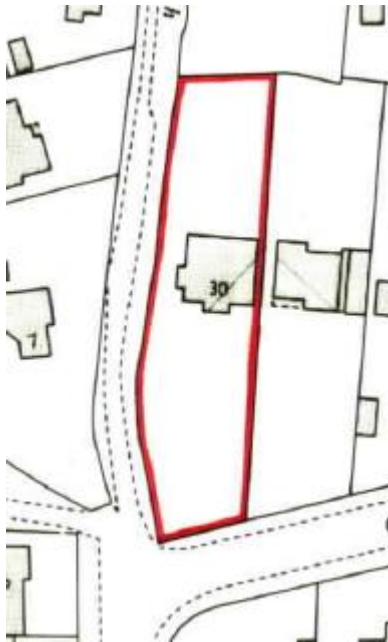
**OAKRIDGE, 30 CHRISTCHURCH CRESCENT, RADLETT, HERTFORDSHIRE, WD7 8AJ**

## 1. INTRODUCTION AND LIMITATION OF LIABILITY

- 1.1 Please note that this report is a guide for you, which summarises the main points of the transaction. The report does not list every single matter and it is very important that you carefully read the report and any documents referred to in it.
- 1.2 It is also very important that you raise any specific enquiries you may have before exchange of contracts.
- 1.3 This report has been prepared for the sole benefit of you, Dr I Ukachukwu & Mr E Moneke, in connection with your proposed purchase of the Property from the Sellers and for no other purpose.
- 1.4 The contents of this report are private and confidential. It must not be relied on by or made available to any other party without our written consent.
- 1.5 The report is based on our review of the title documents, search results, planning documents and replies to pre-contract enquiries given by the Seller.
- 1.6 We have not inspected the Property and are unable to advise on the physical condition of the Property. We would advise you to arrange for a survey of the Property to be carried out, if this has not already been arranged. A survey should identify any physical defects in the Property and may warn of potential defects. It is important to be aware of any defects in the Property before you exchange contracts.
- 1.7 **Once you have exchanged contracts, you will not be entitled to any compensation from the Sellers if you have to put right any defects.**
- 1.8 We express no opinion on the commerciality of the transaction. We are unable to advise on the value of the Property. We recommend that you have the Property professionally valued. You should ensure that the valuer is aware of the matters mentioned in this report, as they may affect the value.
- 1.9 We have made no enquiries of the actual occupiers of the Property and have not taken any steps to verify independently the information supplied by the Sellers in replies to enquiries.

## 2. TITLE TO THE PROPERTY

- 2.1 You are purchasing a freehold property. This means that you own the property outright (subject to any legal charge which you register against the property), in perpetuity.
- 2.2 The Property is registered at the Land Registry under title number HD123534. The class of title is absolute freehold title. Absolute title is the best class of title available
- 2.3 You should inspect the property to ensure that it is only occupied by the seller or his tenant and his immediate family and let us know if this is not the case.
- 2.4 I enclose a copy of the Land Registry Title Plan which shows the extent of the property edged red. Please review this very carefully let me know if you think that the property has been incorrectly identified on the plan.



- 2.5 The Property Register
- (a) The Property Register describes the property and gives details of all rights, exceptions and reservations relating to it.
  - (b) The property benefits from the rights contain in a Conveyance dated 22<sup>nd</sup> May 1933. The rights are:
    - (A) A right of way over the “new roads” coloured brown on the plan to the 1933 Conveyance. These are now adopted highways.
    - (B) A right of way oevr the land coloured green on the 1933 Conveyance plan. This is the footpath that runs to the die of the property and over which access is required to

reach the property. The right is expressed to be subject also to the rights of the general public to use the footpath.



- (c) If there are any rights which appear to benefit or affect the property which your inspection has revealed and which is not mentioned in this Report, please let me know so that I can clarify the position with the Sellers' solicitors.
- (d) This firm can carry out a site inspection of the property if you so require although additional costs will be incurred. Please let us know if you require a site inspection.

## 2.6 The Proprietorship Register

- (a) The Proprietorship Register shows the owners of the property who are the Sellers shown on the contract.
- (b) Depending on when the Sellers purchased the property, this register may also state the price they paid for the property.

## 2.7 The Charges Register

- (a) The Charges Register details any restrictions and stipulations (covenants) which affect the land.
- (b) Following the registration of your purchase, your lender's details will be inserted into this part of the Register.
- (c) The property is subject to the covenants set out in the First Schedule of the 1933 Conveyance as follows:
  - (i) To maintain the boundaries at the front of the property and along the south western boundary, any fences not to exceed 5 feet in height.
  - (ii) Nothing may be built on the property other than one private dwellinghouse.
  - (iii) Nothing may be built in front of the building line shown by a dotted line on the 1933 Conveyance plan.
  - (iv) No offices, workshops or stables may be built on the property without the prior written approval of the vendor under the 1933 Conveyance. In practical terms this may be difficult to achieve.
  - (v) No trade or business may be carried on at the property, although this does not prevent the use of the property for a "learned or artistic profession".
  - (vi) No to do anything which may be a nuisance or annoyance to the owners or occupiers of other properties in the development.
  - (vii) No hut, caravan or shed intended as a sleeping place may be kept on the property.

## 3. SEARCHES

*PLEASE NOTE THAT THE INFORMATION CONTAINED IN THE SEARCHES IS CORRECT AS AT THE DATE THE SEARCH WAS UNDERTAKEN. IF YOU ARE CONCERNED THAT THE RESULTS MAY HAVE CHANGED PLEASE NOTIFY US BEFORE EXCHANGE OF CONTRACTS*

### 3.1 Local authority search

A local authority search reveals important information about a property, such as planning permissions and building regulation consents, proposals for road schemes, environmental and pollution notices, compulsory purchase orders,

tree preservation orders and financial charges registered against the property. The search only reveals matters that affect the property being searched against. It will not disclose matters that affect neighbouring properties. The search can also reveal whether any part of the property is registered as common land or as a town or village green.

The result of the search reveals the following information:

- The Search has revealed the following planning entries:
  - 1982 planning permission for alterations and extension to front and rear of the property
  - 1983 planning permission for conversion of the garage to dining room and erection of a double garage in front of the house

The seller is only required to provide copies of documents within the last 20 years. Copies of older documents can be obtained directly from the local authority, although they may charge you a fee for obtaining these from their archives. If you plan to carry out any works to the property once you have completed then I strongly advise you obtaining these documents from the local authority prior to exchange of contracts as historic planning permissions may contain conditions which limit future developments. For example there may be a condition that a garage or loft area cannot be converted to habitable accommodation.

- The search has revealed the following Building Control Entries meaning the works complied with Building Control at the time they were installed:
  - Replacement windows in 2016, 2015 and 2007.
  - Electrical works in 2007.
- In replies to enquiries the Sellers have advised that, in around 1987, they added the upper floor of the property. This work would, at minimum, have required Building Regulations approval and possibly also planning permission due to the alteration to the roofline. I am making enquiries as to whether this was obtained as there is no record of it on the search result.
- Christchurch Crescent is a highway maintainable at public expense.
- There is a public footpath running immediately to the south west of the property.

- The search does not reveal any other charges, enforcement notices or proposals for compulsory purchase matters affecting the property apart from the planning designations referred to at point 1.2 of the search result. If you intend to develop the property you should check with planning consultant to see if you will be affected.

We would remind you that apart from road proposals affecting land within 200 metres of the property, the local authority search will only give information about the property itself concerning the affect of Town & Country planning legislation, liability for roadwork's, compulsory purchase or demolition orders, smoke control and other matters which may vitally affect the property. The search will give no information about other property, for example, the development of neighbouring land. If, therefore you are concerned about the possibility of development or any other matter relating to property in the neighbourhood, you should make enquiries yourself of the local authority before you consent to the exchange of contracts on your purchase. This is especially true if your property borders or is in the vicinity of open land. If you wish me to carry out searches against any other property or area of land please let me have the details.

### 3.2 **Water & Drainage Search**

The replies to drainage and water enquiries show whether a property is connected to the mains water supply and mains drainage. The replies may also show the location of public sewers within the boundary of a property and other such matters that may restrict development.

The search does not show any entries that adversely affect the Property and reveals the following information:

- (a) Foul and surface water from the Property drain to the public sewer.
- (b) A surface water drainage charge of £27.95 is payable.
- (c) The property is not recorded as being at risk of internal flooding due to overloaded public sewers.
- (d) The property is connected to the mains water supply on a metered basis.
- (e) The property is not recorded as being at risk of receiving low water pressure of flow.
- (f) The plans attached to the search report do not show any mains sewers or water pipes within the boundaries of the property.
- (g) f you intend to carry out any development at the Property it is highly recommended that you obtain a report from a local drainage



contractor showing the precise routes of any drains/sewers passing under your land. In order to build over or within 3m these pipes you will need a Build Over Agreement with the local water company.

### 3.3 **Environmental Search**

If a local authority determines that land is contaminated, and the party who caused the contamination cannot be found, the current owner or occupier of the land may be required to remedy the contamination. This can be an expensive process, so it is important to assess the risk of land being contaminated before committing to buy a property.

An environmental data search can be used to establish the risk of land being contaminated, by collating information from regulatory bodies, floodplain data and a review of current and historic land uses. This type of search is also known as a "desktop search". An environmental data search does not include a site visit or testing of soil or groundwater samples.

The result of the search showed that the Property is unlikely to be classed as contaminated land.

The report itself is fairly self-explanatory and there is little I can add to the contents. If you do have more specific enquiries there is a list of contact addresses at the rear.

Please note that this search result is limited to historical data which can differ from local authority data. If you have any reason to believe that further investigations should be made then please notify me in writing prior to exchange of contracts.

### 3.4 **Energy Performance Certificate**

The Energy Performance Certificate reveals, amongst other things, how energy efficient the property you are buying is. We are not qualified to comment on the contents of this report so if you have any queries or concerns regarding the energy efficiency of this property you will need to speak to the inspector who carried out the report. Please note if the rating of your property is either F or G then you are prohibited from granting a new tenancy even to an existing tenant. Therefore you should consider the impact of this on your future plans for the use of the property.

### 3.5 **Land Registry official search**

A Land Registry official search shows whether the register for a property has changed since the copy of the register was originally issued to us. The search also gives us a "priority period". Any new entries that are registered in the priority period will not bind you, as long as the Land Registry receives their application for registration within the priority period.

It is too early to carry out a Land Registry official search now, but we will carry out a search before completion of the purchase of the Property.

#### 4. **PROPERTY – GENERAL**

We enclose a copy of the Seller's Property Information Form and any enclosures mentioned in it together with pre-contract enquiries and the replies provided by the Sellers' solicitor.

**Please note:**

- 4.1 You should read the enquiries I have raised, and the responses given, carefully and let me know whether you have any concerns re the replies or the accuracy of the same.
- 4.2 The information given by the Sellers as to the ownership and maintenance of the boundaries of the property.
- 4.3 The Sellers have indicated that all main services are supplied and connected to the main. The precise routes of the various services are not known. If you are concerned about the routes please make your own arrangements for inspection/survey of the same, as well as noting my comments above with regards the Water and Drainage search.
- 4.4 It is strongly recommended to have the boiler, heating system and wiring tested by suitably qualified individuals prior to exchange of contracts. Your survey is very unlikely to look at these items in any detail and you will not have any recourse against the seller if these cease to function on completion.
- 4.5 You may have heard about Japanese Knotweed and problems it can present. In this instance the Sellers have confirmed they are not aware whether the property is affected.

If you would like confirmation on the matter at this time then you should refer to your surveyor for advice. You can also commission a specific knotweed survey and assessment from a surveyor with the relevant expertise or environmental consultant or specialist knotweed consultant. The Property Care Association (PCA) is a recognised trade association representing specialists and it is recommended you use someone who is PCA approved. If knotweed is discovered then we would need to disclose this to your lender and it can affect your proceeding. If the lender agrees to lend it will normally require evidence of treatment that will eradicate the plant as a condition of lending.

Knotweed can be incredibly invasive and if there is a problem in this garden and/or surrounding gardens it can continue to keep coming back and spread. It can cause physical damage to buildings and land which affects value,

marketability and insurability and it can be very expensive and time consuming to eradicate remove treat and dispose of. There are also risks of liability if not dealt with correctly. Lenders can refuse to lend and it can deter buyers.

Buildings insurance policies generally do not cover damage and problems caused by knotweed. Where work is done then usually it is advisable to use a specialist company that provides an insurance backed guarantee of ongoing treatment cover if the knotweed regrows or the original work is faulty. A lot of these products have been designed to meet the demands of insurance companies and lenders.

## 5. THE CONTRACT

I enclose the contract for you to sign and return to me. I will then hold the contract on file pending exchange.

The contract is in a standard form and does not include any unusual or onerous conditions. Where any amendments have been made to the Standard Conditions of Sale I can confirm that these are acceptable and your position will not be prejudiced, subject to your completing your purchase on the date fixed for completion.

Before signing the contract, please satisfy yourselves that the price and your full names have been correctly stated. If there is an error, you may amend this in manuscript.

The Agreement incorporates General Conditions for Sale which are used in most residential transactions. I draw your attention to the following:

### 5.1 Completion Date

The completion date will be agreed with the other party's solicitors and inserted in the Agreement when it is dated. Normally completion takes place between two and four weeks after dating the Agreement. Please confirm if you would like to aim for any particular date for completion, but please do not insert this into the contract.

### 5.2 The Deposit

On exchange of contracts, you must pay a deposit which is usually 10% of the purchase price.

As you are selling and buying the deposit from your sale will be used as the deposit on your purchase and we will tell you before exchange of you are required to make up any shortfall (if applicable). If we cannot complete your purchase of the property due to the Seller's default, you will become entitled to the return of the deposit (and may be able to claim damages for your loss). However, under the Standard Conditions of Sale, all or part of the deposit money can be used by the sellers to pay the deposit on their new property,

and only the remainder, if any, will be retained by their solicitors as 'stakeholder' until we satisfactorily complete the purchase. Whilst this arrangement has become common practice, we must warn you that in an event of the matter not completing, it may be more difficult to obtain repayment of deposit money which has been used by the sellers in that way, than if the whole deposit was retained by their solicitors until completion; on the other hand, very few house purchases totally fail to complete ( though completion is occasionally delayed), and you may be prepared to take this risk rather than insisting that the sellers incur the expense of obtaining separate bridging finance for the deposit on their new property. Please discuss this with us if you are concerned about it.

### 5.3 Insurance

The Standard Conditions of Sale provide that the property is at your risk for Insurance purposes from the point of exchange of contracts and so should you must ensure that you have your Buildings Insurance arrangements ready to put "on risk" from the day of exchange (not completion).

### 5.4 Late completion and consequences

If the seller's solicitors do not receive the completion money by 1 p.m. completion is treated as taking place on the next working day. However, this only applies if the seller has vacated the property by the completion time on the day of completion.

If completion is delayed the obligation to pay compensation falls on the party whose total period of delay in complying with the terms of the Contract is the greater. The party who does not complete the transaction is liable to pay interest at the rate of 4% above the base rate of the bank referred to in the Contract Rate from time to time on the purchase price less any deposit paid for the period from the default (in most cases this will be the Completion date) until completion actually takes place.

Furthermore in the event that completion does not take place on the agreed completion date the party who is ready and able to complete may serve a notice on the party who is in default requiring completion within 10 working days.

If the buyer fails to complete within the 10 working days the seller may cancel the Contract keep the deposit resell the property and claim his loss (e.g. if the property is sold at a lower price).

If the Seller fails to complete the buyer is entitled to the return of the deposit and to claim any losses.

You must therefore ensure that all your financial arrangements are finalised before you authorise us to Exchange Contracts.

#### 5.5 State and Condition

You are buying the Property in its actual state and condition. You must be satisfied about this form from your own inspection of the property and from your surveyors report. If you expect the sellers to remedy (or pay for the remedy of) any defects, this will have to be agreed with them before contracts are exchanged and special provisions added to the contract.

#### 5.6 Representations

Please note special condition 6 and advise me if you are relying on any representations made by the seller, the estate agent or other third party other than the documents supplied.

#### 5.7 Fixtures and Fittings

A list of fixtures and fittings included and excluded from the sale is enclosed. Unless we hear from you to the contrary I will take it that this list is correct. If you agree to purchase any items from the seller then please notify me and I will make reference to these in the contract.

### 6. **OUTSTANDING MATTERS**

The Following items remain outstanding and we cannot exchange until they have been resolved:

- 6.1 Further information from the Sellers regarding the addition of the upper floor to the property and the relevant consents for that work.

### 7. **SDLT**

**Please read this very carefully. It is very important that we received the correct information from you regarding the tax payable on your purchase property.**

We have calculated the SDLT due in relation to your purchase to be £80,750.

This is based on the purchase price of £1,395,000 and the following conclusions from the information you have given us:

- Your purchase does qualify for first-time buyer's relief. (This is not applicable in Wales).
- Your purchase is not part of an acquisition of more than one dwelling and therefore does not qualify for multiple dwellings relief. i.e. there is not a 'granny flat', annex, separate place for an individual to rest and sleep with independent access to the remainder of the Property or with separate hygiene and washing facilities.

- The higher rates of tax applicable on the purchase of a second home or residential investment property do not apply.

It is very important that you contact me in writing immediately if you think any information set out above may be incorrect.

As referred to in our terms of business we do not give tax advice.

For detailed information as to any reliefs that may be available please visit the following HMRC website or contact HMRC directly:

<https://www.gov.uk/guidance/stamp-duty-land-tax-relief-for-land-or-property-transactions>

**We particularly draw your attention to Multiple Dwelling Relief which may entitle you to a relief from a SDLT liability in circumstances when you buy more than one dwelling where a transaction or a number of linked transactions include freehold or leasehold interest in more than one dwelling. Please note that this may include any ‘granny flat’, annex or other separate dwelling associated with the property.**

**When considering whether a building consists of multiple dwellings or is suitable for use as multiple dwellings the HMRC will consider whether there are two separable parts of the building which have:**

- 1. Facilities for personal hygiene;**
- 2. A place for the preparation and consumption of food and drink**
- 3. Room to store personal belongings**
- 4. A place for an individual to rest and sleep**
- 5. Independent access to the remainder of the property**

If you believe that you are entitled to any relief in respect of any Stamp Duty Land Tax payments then you must seek separate specialist tax advice.

**PLEASE NOTE THAT WE HAVE ALSO ASSUMED THE FOLLOWING**

- The price stated is the total price you are paying.
- The property is solely residential.
- There is only one dwelling at the property.
- You are not entering into any other property transactions with your seller (or anyone connected with your seller).

**YOU MUST TELL US IF THIS IS WRONG!**

For example tell us if:

- You are reimbursing the seller’s agents’ fees or paying for fixtures and fittings.
- The property includes a shop, office, farmland or other commercial property.
- The property includes a “granny flat”, annex or other separate dwelling i.e. a separate place for an individual to rest and sleep with independent access to the remainder of the Property or with separate hygiene and washing facilities?

- You are entering into other transactions with your seller or anyone connected.

We hope this report has been helpful. If there are any points which you would like to discuss or any matters with which we can assist you please do not hesitate to let us know. It is extremely important that you deal with all such matters before authorising us to exchange contracts on your behalf.

**Setfords Solicitors**  
**16th February 2023**

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

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

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

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

This official copy is issued on 11 January 2023 shows the state of this title plan on 11 January 2023 at 15:50:22. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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# H.M. LAND REGISTRY

TITLE NUMBER

# HD 123534

ORDNANCE SURVEY  
PLAN REFERENCE

TQ 1699

SECTION R

Scale  
1/1250

COUNTY HERTFORDSHIRE

DISTRICT HERTSMERE

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The electronic official copy of the register follows this message.

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



# Official copy of register of title

Title number HD123534

Edition date 24.07.2014

- This official copy shows the entries on the register of title on 11 JAN 2023 at 15:50:21.
- 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 11 Jan 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Leicester Office.

## A: Property Register

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

HERTFORDSHIRE : HERTSMERE

- 1 (19.10.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 30 Christchurch Crescent, Radlett (WD7 8AJ).

## B: Proprietorship Register

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

### Title absolute

- 1 (24.07.2014) PROPRIETOR: ALICE PATRICIA WARE and NICHOLAS JOHN WARE of 30 Christchurch Crescent, Radlett WD7 8AJ and of Lower Beanacre Farm, Beanacre, Melksham SN12 7PU.
- 2 (24.07.2014) The Transfer to the a former proprietor contains a covenant of indemnity in respect of the covenants referred to in the Charges Register.
- 3 (31.08.2001) RESTRICTION: No disposition by a sole proprietor of the land (not being a trust corporation) under which capital money arises is to be registered except under an order of the registrar or of the Court.
- 4 (24.07.2014) The value stated as at 24 July 2014 was £1,100,000.

## C: Charges Register

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

- 1 A Conveyance of the land in this title dated 22 May 1933 made between (1) Lucy Phillimore and (2) Howard Ashwell Wallis contains restrictive covenants.

*NOTE: Original filed.*

Title number HD123534

End of register

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

Title Number HD123534

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

P. S.

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1/2 lb  
4 1/2 lbs



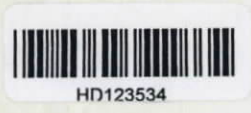
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SHAW & BLAKE LTD LONDON

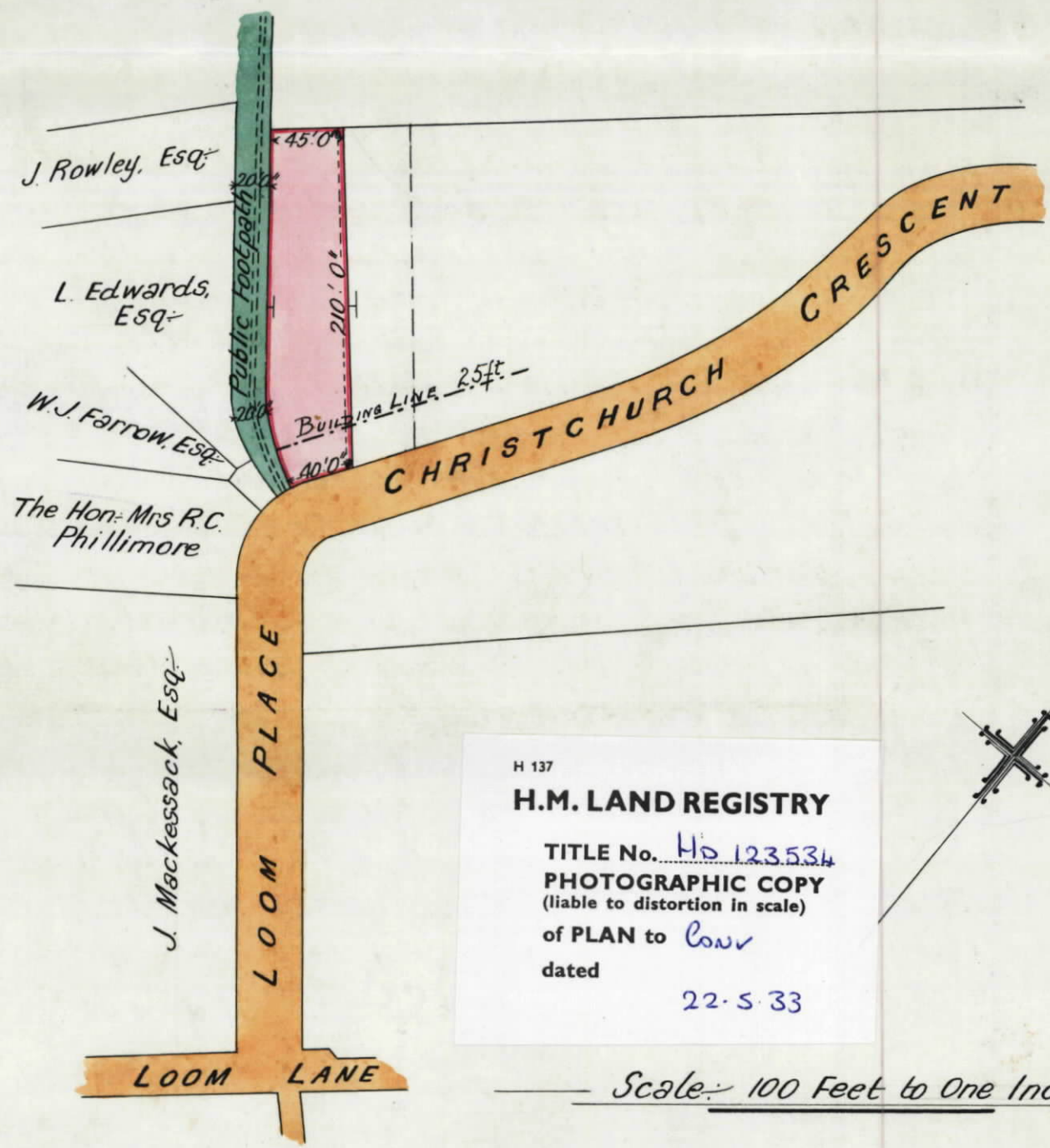
is made the Twenty Second day of May

One thousand nine hundred and thirty

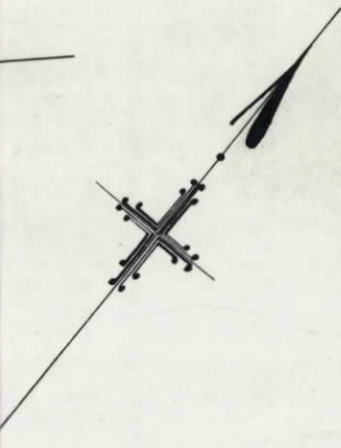
three **Between** Lucy Phillimore commonly called the Honourable Mrs. Phillimore of "Kendalls" Radlett in the County of Herts. Widow (hereinafter called "the Vendor") of the one part and Howard Ashwell Wallis of "Highleigh" Aldenham Avenue, Radlett aforesaid Gentleman ( hereinafter called "the Purchaser") of the other part **Whereas** the Vendor is seised in fee simple in possession free from incumbrances of the property hereinafter described and has agreed to sell the same to the Purchaser at the price of One hundred and fifty Pounds. **Now this Deed witnesses** as follows:-



1 **In** pursuance of the said agreement and in consideration of the sum of One hundred and fifty Pounds on or before the execution of these presents paid by the Purchaser to the Vendor (the receipt of which sum the Vendor hereby acknowledges)



H 137  
**H.M. LAND REGISTRY**  
TITLE No. Hd 123534  
PHOTOGRAPHIC COPY  
(liable to distortion in scale)  
of PLAN to Conv  
dated 22.5.33



Scale: 100 Feet to One Inch.

## Enquiries of The Local Authority (2016 Edition) Search Details

Prepared for: Setfords Solicitors  
Matter: U315/2  
Client address: 74 North Street, Guildford, GU1 4AW

Property:  
30 Christchurch Crescent, Radlett, WD7 8AJ

**Local Authority:**  
Hertsmere Borough Council  
Civic Offices, Elstree Way, Borehamwood, WD6 1WA

Date Returned: 19/01/2023	Property type: Residential
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This search was provided by InfoTrack Ltd\* – t. 0207 186 8090, e: helpdesk@infotrack.co.uk. Our search terms and conditions (issued by InfoTrack) can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk), or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information. \*Please note, we may subcontract search compilation in some areas.



## Summary for Conveyancers

At InfoTrack Ltd we believe in adding value to our search products. This summary identifies matters revealed which you may wish to highlight to your client or investigate further. It is intended as a snapshot of the information contained in the search, should in no way be considered legal advice, and should be taken in context with the full search information and with your client's planned use and enjoyment of the property.

We have included recommendations for further actions at the end of the summary. We hope you find it helpful.

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### Local Land Charges

The property is subject to:

Planning Charge(s) [Part Three]

---

### Planning

This report reveals no planning entries since 1 January 1990

---

### Building Regulations

This report reveals building regulation entries since 1 July 2002

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### Development Plan Designations

The report reveals the following:

Within:

- Watling Chase Community Forest, SADM28
- Hertsmere Borough Council Borough Boundary
- Radlett Neighbourhood Area
- Sand and Gravel Belt

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### Road Adoption & Public Rights of Way

Name	USRN	Type	Number/Code	Status
CHRISTCHURCH CRESCENT	17203774	Road	N/A	HMPE
N/A	N/A	Footpath	047	N/A

---

### Community Infrastructure Levy (CIL)

Yes, Hertsmere Borough Council CIL Charging Schedule, adopted 17.09.2014, effective from 01.12.2014



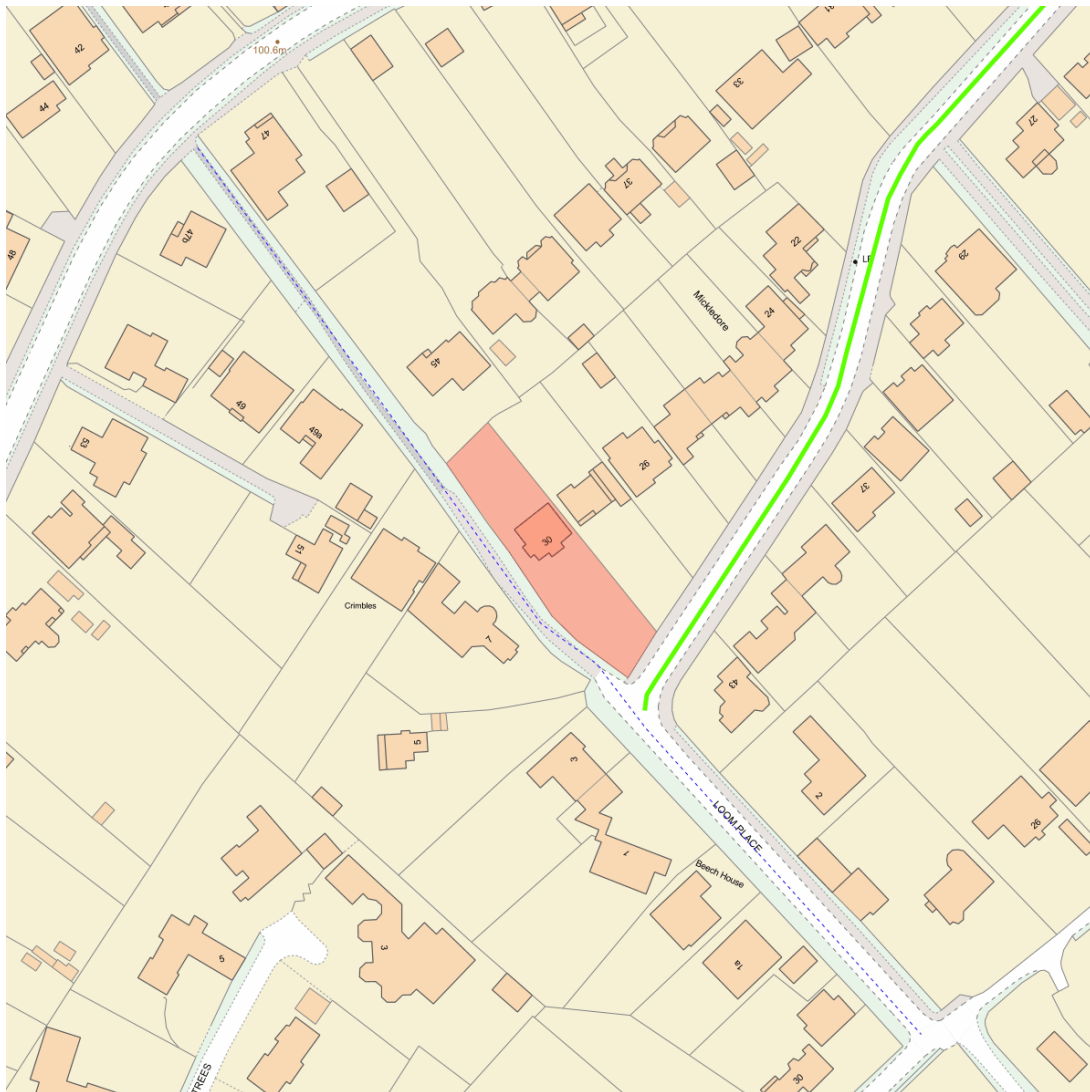


## Road Adoption & Public Rights of Way

The plan below shows roads, footpaths and footways included under enquiry 2.1a by way of centre line only, and any Public Rights of Way which cross or abut the property boundary. For further information see the responses to enquiries 2.1 to 2.5 of this search.









**Please note that the plan is for indicative purposes only and cannot be used to comment on the extent of adopted highway, width of a highway, or whether or not any existing highway directly abuts the boundary of the property.**

If you require any further clarification on any information revealed please call [0207 186 8090](tel:02071868090), email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk) to order a Highways Search.



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Key:

-  Highway Maintainable at Public Expense (HMPE)
-  Highway Not Maintainable at Public Expense (Not HMPE)
-  Highway Part Maintainable at Public Expense (Part HMPE)
-  Public Footpath
-  Public Right of Way
-  Public Bridleway
-  Public Byway
-  Public Restricted Byway



## Recommendations

In light of the above entries, we would recommend the following items which can be ordered through our website:

### Planning

- **Planning Report:** as a Local Search does not consider planning applications or permissions relating to other properties nearby
- **Indemnity insurance quotation:** if Planning Permission has not been revealed for alterations carried out to the property

### Building Control and Restrictions on Land or Development Use

- Full copies of the documents revealed
- **Indemnity insurance quotation:** if Completion Certificates have not been revealed for all alterations carried out to the property

### Environmental Issues

- **Environment Report:** this Local Search result does not show any records of contamination held by the Local Authority. However, these records only indicate land that has been fully investigated and designated as Contaminated Land, and does not confirm that a site will not be investigated in the future. As most councils have not yet completed their contamination records, you should consider an Environment Report.

## Next Steps

For more information or to order any of the recommended documents or additional searches, copies of entries or charges, or to obtain a quote for insurance please call [0207 186 8090](tel:02071868090), email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk)



## Report of Entries in the Local Land Charges, Planning & Building Regulation Registers

### Local Land Charges as at 17 January 2023

Part	Reference	Description	Date of Registration
3	TP/82/0047	TOWN PLANNING Conditional Planning Permission dated 25/02/1982 ALTERATIONS AND ERECTION OF EXTENSIONS TO FRONT AND REAR Application Number: TP/82/0047 Appeal Lodged. Ref: 82/0004/APP Dated 25/02/1982 Decision Appeal Allowed Designated by virtue of Town and Country Planning Act 1971 TLC Ref: AP114844	01.12.2014
3	TP/83/0627	TOWN PLANNING Conditional Planning Permission dated 15/09/1983 CONVERSION OF GARAGE TO DINING ROOM AND ERECTION OF DOUBLE GARAGE IN FRONT OF DWELLING Application Number: TP/83/0627 Designated by virtue of Town and Country Planning Act 1971 TLC Ref: AP114845	15.09.1983

### Other Planning History from 1 January 1990

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

Reference	Description	Decision	Date of Decision
	There are no entries relating to this property		



## Building Regulations from 1 July 2002

Reference	Description	Decision	Date of Decision	Date of Completion Certificate (if issued)
CPS/17/001 46/HM	Record for installation of replacement windows in a dwelling Received Date 20.12.2016 30 Christchurch Crescent Radlett WD7 8AJ	CPS	N/A	N/A
CPS/15/043 83/HM	Record for installation of replacement windows in a dwelling Received 20.08.2015 30 Christchurch Crescent Radlett WD7 8AJ	CPS	N/A	N/A
CPS/07/344 1/HM	NICEIC record for Extension to circuit (in kitchen, special location/ installation), Special location (room containing bath or shower, swimming pool, sauna), Main/ supplementary equipotential bonding, Dwelling house, Lighting circuit Received 09.07.2007 30 Christchurch Crescent Radlett WD7 8AJ	CPS	N/A	N/A
CPS/07/116 9/HM	Record for installation of 1 window Received 15.03.2007 30 Christchurch Crescent Radlett WD7 8AJ	CPS	N/A	N/A

### Decision Key

ACC Accepted	CP Conditional Permission	NYD Not Yet Determined
ACK Acknowledged	CPS Competent Persons Scheme	N/A Not Available (CPS Entries N/A Not Applicable)
AD Appeal Dismissed	EUC Established Use Certificate	P Permission
AOA Allowed on Appeal	IN Referred to Approved Inspector	PD Permitted Development
AR Appeal Refused	INA Initial Notice Accepted	PEN Pending
AU Appeal Upheld	LBC Listed Building Consent	R Refusal
AW Appeal Withdrawn	NDOF No Decision on File	RG Regularisation
BN Building Notice	NOBJ No Objections	WD Withdrawn
CAC Conservation Area Consent	NHBC National House Building Council	
COL Certificate of Lawfulness		



## Enquiries of the Local Authority (2016 Edition)

### Additional Information

Planning history prior to our advertised 'Other Planning History from' date is available on request and we will endeavour to return all the data held by this local authority. However, there could be delays in obtaining this information due to the way historical records can be stored.

PLANNING AND BUILDING REGULATIONS	
Planning and Building Decisions and Pending Applications	
1.1 Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements:	1.1
(a) a planning permission;	(a) Any entries are listed in our report
(b) a listed building consent;	(b) Any entries are listed in our report
(c) a conservation area consent;	(c) Any entries are listed in our report
(d) a certificate of lawfulness of existing use or development;	(d) Any entries are listed in our report
(e) a certificate of lawfulness of proposed use or development;	(e) Any entries are listed in our report
(f) certificate of lawfulness of proposed works for listed buildings;	(f) Any entries are listed in our report
(g) a heritage partnership agreement;	(g) Any entries are listed in our report
(h) a listed building consent order;	(h) Any entries are listed in our report
(i) a local listed building consent order;	(i) Any entries are listed in our report
(j) building regulations approval;	(j) Any entries are listed in our report
(k) a building regulation completion certificate; and	(k) Any entries are listed in our report
(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	(l) Refer to vendor, please see Informatives (2) and (3)



Informative

- (1) This reply does not cover other properties in the vicinity of the property.
- (2) As from 1 April 2002 the installation of a replacement window, roof light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.
- (3) Question 'I'. Competent Persons Scheme. These records are not routinely held by the Local Authority. Information is available from the appropriate Scheme Managers direct. This includes - heat producing gas appliances; oil-fired combustion devices, oil storage tanks and heating and hot water services systems connected to them; certain solid fuel burning appliances and heating and hot water service systems connected to them; air conditioning or ventilation systems; lighting or electric heating systems; certain electrical installations; sanitary ware or washing facilities and cavity wall insulation. The client is advised to apply to the vendor for details of any works or completions issued under Competent Persons Schemes.



Planning Designations and Proposals

1.2 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?

1.2 Hertsmere Borough Council Local Plan 2012-2027 incorporating the Core Strategy adopted January 2013, Elstree Way Corridor Area Action Plan adopted July 2015, Site Allocation and Development Management Policies Plan adopted November 2016, Radlett and Shenley Neighbourhood Plans adopted in 6th May 2021, Hertfordshire Minerals Plan adopted on 27 March 2007, Hertfordshire Waste Core Strategy & Development Management Policies Development Plan Document 2011-2026 Adopted November 2012 and Hertfordshire Waste Development Framework Spatial Waste Site Allocations Development Plan Document 2011-2026 Adopted July 2014

Within:

- Watling Chase Community Forest, SADM28
- Hertsmere Borough Council Borough Boundary
- Radlett Neighbourhood Area
- Sand and Gravel Belt

Informative

This reply reflects policies or proposals in any existing adopted plan and in any formally proposed alteration or replacement plan but does not include policies contained in Planning Guidance Notes or Supplementary Planning Documents. Further enquiries should be made to the local authority's Planning and Highways Department. Information regarding flooding is not provided as standard in answer to this enquiry and should be sought directly from the local authority and:

Environment Agency:

<https://www.gov.uk/government/organisations/environment-agency>

Resources Wales:

English <https://naturalresources.wales/?lang=en>

Cymraeg <https://naturalresources.wales/?lang=cy>

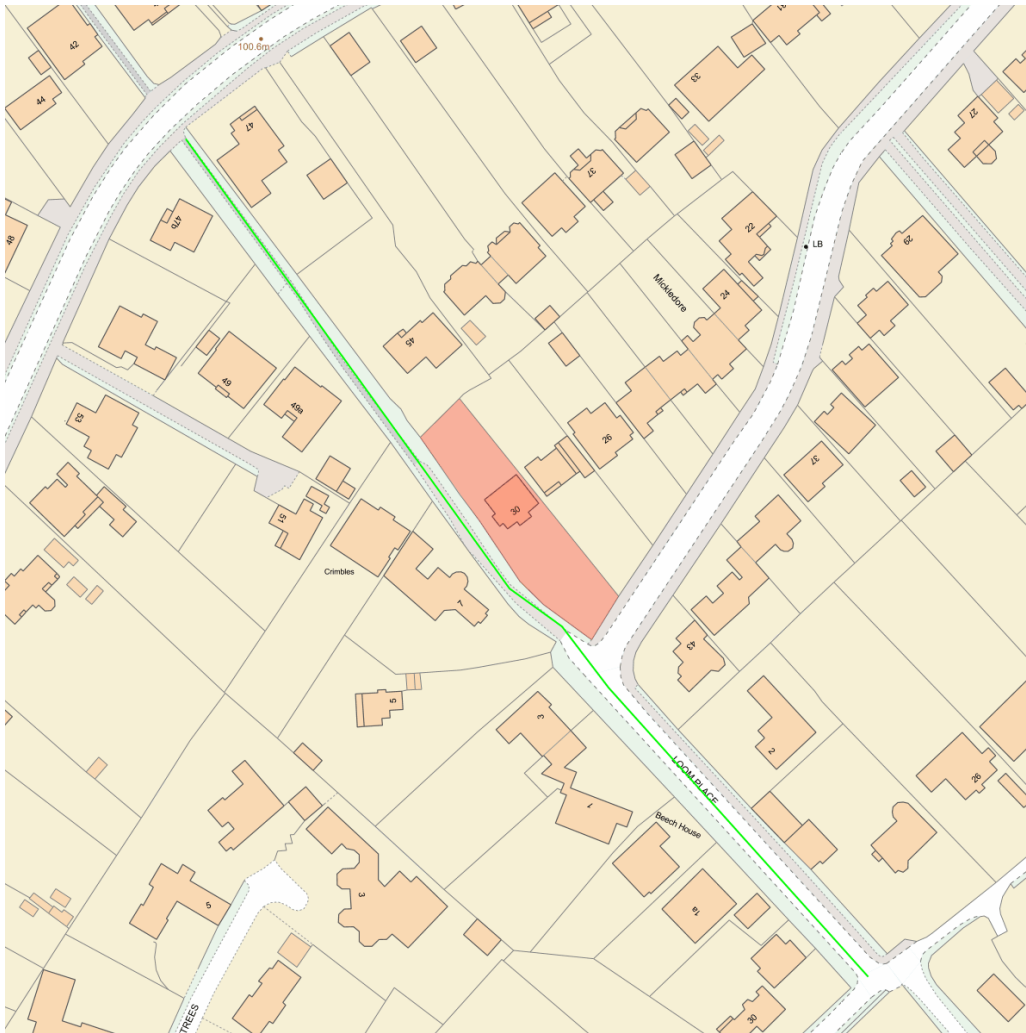


<p><b>ROADS AND PUBLIC RIGHTS OF WAY</b></p> <p>Roads, footways and footpaths</p> <p>2.1 Which of the roads, footways and footpaths named in the application for this search are:</p> <p>(a) highways maintainable at public expense;</p> <p>(b) subject to adoption and, supported by a bond or bond waiver;</p> <p>(c) to be made up by a local authority who will reclaim the cost from the frontagers; or</p> <p>(d) to be adopted by a local authority without reclaiming the cost from the frontagers?</p> <p><u>Informative</u></p> <p>If a road, footpath or footway is not a highway, there may be no right to use it.</p> <p>Please note that if a plan is included in response to Q2.1 the full extent, for example with regard to verges, of the adoption status of the roads, footways and footpaths indicated may not be revealed. Information as to the full extent of publicly maintained highways can be obtained through our Highways Search service.</p>	<p>2.1</p> <p>(a) CHRISTCHURCH CRESCENT</p> <ul style="list-style-type: none"><li>• Highway maintainable at public expense</li></ul> <p>(b) No</p> <p>(c) No</p> <p>(d) No</p>
<p><b>Public Rights of Way</b></p> <p>2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?</p> <p>2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?</p> <p>2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?</p> <p>2.5 If so, please attach a plan showing the approximate route.</p> <p><u>Informative</u></p> <p>Please note that additional Public Rights of Way may exist other than those shown on the definitive map.</p>	<p>2.2 Yes:</p> <ul style="list-style-type: none"><li>• Footpath: 047</li></ul> <p>2.3 No</p> <p>2.4 No</p> <p>2.5 Please see plan on following page</p>





## Public Rights of Way Plan



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Key:

-  Footpath
-  Public Right of Way
-  Bridleway
-  Restricted byway
-  Byway open to all traffic



<b>OTHER MATTERS</b>	
Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?	
Land required for Public Purposes	
3.1 Is the property included in land required for public purposes?	3.1 No
Land to be acquired for Road Works	
3.2 Is the property included in land to be acquired for road works?	3.2 No
Drainage Matters	
3.3	3.3
(a) Is the property served by means of a sustainable urban drainage system (SuDS)?	(a) Information not available, please see Informative
(b) Are there any SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	(b) Information not available, please see Informative
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?	(c) Information not available, please see Informative
<u>Informative</u>	
Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.	



<p>Nearby Road Schemes</p> <p>3.4 Is the property ( or will it be ) within 200 metres of any of the following:-</p> <ul style="list-style-type: none"><li>(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme;</li><li>(b) the centre line of a proposed alteration or improvement to an existing road, involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</li><li>(c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes;</li><li>(d) the outer limits of: (i) construction of an new road to be built by local authority; (ii) an approved alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway:- or (iii) construction a roundabout (other than a mini roundabout) or widening by the construction of one or more additional traffic lanes;</li><li>(e) the centre line of the possible route of a new road under proposals published for public consultation; or;</li><li>(f) the outer limits of: (i) construction of a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout) or (iii) widening by the construction of one or more additional traffic lanes, under proposals published for public consultation</li></ul>	<p>3.4</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li></ul>
<p><u>Informative</u></p> <p>Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.</p>	



<p>Nearby Railway Schemes</p> <p>3.5</p> <p>(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?</p> <p>(b) Are there any proposals for a railway, tramway, light railway or monorail within the local authority's boundary?</p> <p><u>Informative</u></p> <p>This answer includes all proposals within the Local Authority boundary. This answer may differ from a Council Search as some Local Authorities may not include all proposals.</p> <p>Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.</p>	<p>3.5</p> <p>(a) No</p> <p>(b) No</p>
--	--



<p>Traffic Schemes</p> <p>3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in the application for this search and are within 200m of the boundaries of the property?</p> <ul style="list-style-type: none"><li>(a) permanent stopping up or diversion;</li><li>(b) waiting or loading restrictions;</li><li>(c) one way driving;</li><li>(d) prohibition of driving;</li><li>(e) pedestrianisation;</li><li>(f) vehicle width or weight restriction;</li><li>(g) traffic calming works including road humps;</li><li>(h) residential parking controls;</li><li>(i) minor road widening or improvement;</li><li>(j) pedestrian crossings;</li><li>(k) cycle tracks;</li><li>(l) bridge building?</li></ul> <p><u>Informative</u></p> <p>(1) In some circumstances, road closure can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the Local Authority</p> <p>(2) This enquiry is designed to reveal matters that are yet to be implemented and could therefore not be ascertained by a visual inspection. Schemes that have been, or are currently implemented will not be referred to in answer to this enquiry.</p> <p>(3) Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.</p>	<p>3.6</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li><li>(g) No</li><li>(h) No</li><li>(i) No</li><li>(j) No</li><li>(k) No</li><li>(l) No</li></ul>
<p>Outstanding Notices</p> <p>3.7 Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?</p> <ul style="list-style-type: none"><li>(a) building works;</li><li>(b) environment;</li><li>(c) health and safety;</li><li>(d) housing;</li><li>(e) highways; or</li><li>(f) public health; or</li><li>(g) flood and coastal erosion risk management?</li></ul>	<p>3.7</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li><li>(g) No</li></ul>



<p>Contravention of Building Regulations</p> <p>3.8 Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?</p>	<p>3.8 No</p>
<p>Notices, Orders, Directions and Proceedings under Planning Acts</p> <p>3.9 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:</p> <ul style="list-style-type: none"><li>(a) an enforcement notice;</li><li>(b) a stop notice;</li><li>(c) a listed building enforcement notice;</li><li>(d) a breach of condition notice;</li><li>(e) a planning contravention notice;</li><li>(f) another notice relating to breach of planning control;</li><li>(g) a listed building repairs notice;</li><li>(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;</li><li>(i) a building preservation notice;</li><li>(j) a direction restricting permitted development;</li><li>(k) an order revoking or modifying planning permission;</li><li>(l) an order requiring discontinuance of use or alteration or removal of building or works;</li><li>(m) a tree preservation order; or</li><li>(n) proceedings to enforce a planning agreement or planning contribution?</li></ul>	<p>3.9</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b) No</li><li>(c) No</li><li>(d) No</li><li>(e) No</li><li>(f) No</li><li>(g) No</li><li>(h) No</li><li>(i) No</li><li>(j) No</li><li>(k) No</li><li>(l) No</li><li>(m) No</li><li>(n) No</li></ul>



<p>Community Infrastructure Levy (CIL)</p> <p>3.10</p> <p>(a) Is there a CIL charging schedule</p> <p>(b) If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-</p> <p>(i) a liability notice?</p> <p>(ii) a notice of chargeable development?</p> <p>(iii) a demand notice?</p> <p>(iv) a default liability notice?</p> <p>(v) an assumption of liability notice?</p> <p>(vi) a commencement notice?</p> <p>(c) Has any demand notice been suspended?</p> <p>(d) Has the Local Authority received full or part payment of any CIL liability?</p> <p>(e) Has the Local Authority received any appeal against any of the above?</p> <p>(f) Has a decision been taken to apply for a liability order?</p> <p>(g) Has a liability order been granted?</p> <p>(h) Have any other enforcement measures been taken?</p> <p><u>Informative</u></p> <p>When information is shown as "Not available" we recommend you contact the Local Authority direct.</p> <p>In addition to our given answer, we recommend checking planning approvals, Section 106 Agreements and referring to the developer.</p>	<p>3.10</p> <p>(a) Yes, Hertsmere Borough Council CIL Charging Schedule, adopted 17.09.2014, effective from 01.12.2014</p> <p>(i) No</p> <p>(ii) No</p> <p>(iii) No</p> <p>(iv) No</p> <p>(v) No</p> <p>(vi) No</p> <p>(c) No</p> <p>(d) No</p> <p>(e) No</p> <p>(f) No</p> <p>(g) No</p> <p>(h) No</p>
<p>Conservation Area</p> <p>3.11 Do the following apply in relation to the property:</p> <p>(a) the making of the area a Conservation Area before 31 August 1974; or</p> <p>(b) an unimplemented resolution to designate the area a Conservation Area?</p>	<p>3.11</p> <p>(a) No</p> <p>(b) No</p>
<p>Compulsory Purchase</p> <p>3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property?</p>	<p>3.12 No</p>



<p>Contaminated Land</p> <p>3.13 Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):</p> <ul style="list-style-type: none"><li>(a) a contaminated land notice;</li><li>(b) in relation to a register maintained under (b) section 78R of the Environmental Protection Act 1990:<ul style="list-style-type: none"><li>(i) a decision to make an entry; or</li><li>(ii) an entry; or</li></ul></li><li>(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?</li></ul> <p><u>Informative</u></p> <p>A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.</p>	<p>3.13</p> <ul style="list-style-type: none"><li>(a) No</li><li>(b)</li><li>(i) No</li><li>(ii) No</li><li>(c) No</li></ul>
<p>Radon Gas</p> <p>3.14 Do records indicate that the property is in a “Radon Affected Area” as identified by the Public Health England or Public Health Wales?</p> <p><u>Informative</u></p> <p>This does not necessarily indicate the presence of Radon Gas in any particular property in this area. Radon is a natural radioactive gas which has no taste, smell or colour and usually occurs at levels which pose negligible risk. For more information please visit <a href="http://www.ukradon.org">www.ukradon.org</a></p>	<p>3.14 No</p> <p>Data Source: Landmark Information Group, Imperium, The Smith Centre, Imperial Way, Reading, West Berkshire, RG2 0TD</p>





<p>Assets of Community Value</p> <p>3.15</p> <p>(a) Has the property been nominated as an (a) No asset of community value? If so:-</p> <p>(i) Is it listed as an asset of community value?</p> <p>(ii) Was it excluded and placed on the "nominated but not listed" list?</p> <p>(iii) Has the listing expired?</p> <p>(iv) Is the Local Authority reviewing or proposing to review the listing?</p> <p>(v) Are there any subsisting appeals against the listing?</p> <p>(b) If the property is listed:</p> <p>(i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?</p> <p>(ii) Has the Local Authority received a notice of disposal?</p> <p>(iii) Has any community interest group requested to be treated as a bidder?</p>	<p>3.15</p> <p>(a) No</p> <p>(i) Not Applicable</p> <p>(ii) Not Applicable</p> <p>(iii) Not Applicable</p> <p>(iv) Not Applicable</p> <p>(v) Not Applicable</p> <p>(b)</p> <p>(i) Not Applicable</p> <p>(ii) Not Applicable</p> <p>(iii) Not Applicable</p>
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# Information for Buyers

This section is a guide to the content of the local authority search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer and/or surveyor if you have any concerns about the search results.

If you would like to know more about the issues raised, there is a wealth of information available using the keyword search facilities at [www.gov.uk](http://www.gov.uk)

## Local Land Charge Entries

### The Property is subject to Local Land Charge Entries

#### What is a Local Land Charge?

Local Land Charges are generally any financial charges (which usually relate to work carried out on the property or land by the Local Authority or an appointed/approved body), or certain restrictions or prohibitions on the use of the property or land. They affect whoever owns the land and will be binding and enforceable against the new owner.

Common types of Local Land Charges include, but are not limited to:

- planning permissions
- listed buildings
- conservation areas
- tree preservation orders
- improvement and renovation grants

Your conveyancer will provide further advice.



## Planning

This report reveals no planning entries since 1 January 1990.

### **When do I need planning permission?**

You will probably need Planning Permission to build something new or make changes to your building, for example building an extension or changing the use of the building. Some building projects do not require Planning Permission; this is known as Permitted Development Rights. Please let your Conveyancer and your Surveyor know if you are aware of any other alterations which do not appear on this list. Permission may not have been required, but your Conveyancer will advise you if there are any concerns.

Do not approach the Council direct without first speaking with your Conveyancer, as it could limit your options.

### **What about planning applications for nearby properties?**

Please note that this report does not consider planning applications or permissions relating to other properties nearby. You can obtain this information via a Planning report which may also include information about the neighbourhood such as rights of way, local amenities, average house prices and council tax bands, local schools, colleges and performance tables, theft insurance claims and more.



## Building Regulations

This report reveals building regulation entries since 1 July 2002.

### What does this mean?

The report shows Building Regulations entries. Please let your Conveyancer and your Surveyor know if there are any alterations which do not appear to have consent.

Do not approach the Council direct without first checking with your Conveyancer, as it will limit your options.

Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.

### What are Building Regulations?

Building Regulations apply to building work in England and Wales. They set standards for the design and construction of buildings to ensure the safety and health for people in or about those buildings. They also include requirements to ensure that fuel and power is conserved and facilities are provided for people, including those with disabilities, to access and move around inside buildings. Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.

### Is Building Regulations approval the same as planning permission?

Building Regulations approval is a completely separate matter from obtaining planning permission for any proposed work. Similarly, receiving planning permission is not the same as taking action to ensure it complies with the Building Regulations. The responsibility for checking that Buildings Regulations have been met usually falls to a Local Authority Building Inspector.

## Local Area Land Use

The report reveals the following

Within:

- Watling Chase Community Forest, SADM28
- Hertsmere Borough Council Borough Boundary
- Radlett Neighbourhood Area
- Sand and Gravel Belt

### What does this mean?

Land Use Designations indicate the primary use for the area as decided by the Local Authority. If this will affect your intended use of the property, please contact your Conveyancer. Further information about land use can be obtained from the Local Authority shown on the front of this report.

### What is a Development Plan/Local Plan?

Development plans set out the local planning authority's policies and proposals for the development and use of land in their area. The development plan guides and informs on day-to-day decisions as to whether or not planning permission would be granted.



## Road Maintenance

### CHRISTCHURCH CRESCENT

- Highway maintainable at public expense

#### What does this mean?

If a highway is classed as "highway maintainable at public expense" it will be maintained by the Highways Authority (Local Authority, County Council, Transport for London or Highways England). Some highways will be maintained by the Local Authority Housing Department/Housing Association. If the highway is not maintained by any of the above, then maintenance responsibility usually falls to the owners of the property fronting that part of the road.

## Public Rights of Way

A Public Right of Way abuts or crosses the property

#### What does this mean?

The general public can walk on all Public Rights of Way. Some Public Rights of Way are also open to horse riders, cyclists or motorists.

## Community Infrastructure Levy (CIL)

A Community Infrastructure Levy (CIL) Charging Schedule is in force

#### What is a Community Infrastructure Levy?

A CIL allows the Local Authority to raise funds from developers undertaking new building projects in the area. The money can be used to fund a wide range of infrastructure that is needed as a result of the development. The Local Authority has to adopt a charging schedule that sets out the levy rates. Your conveyancer should check you have no assumed CIL liability.

## Contaminated Land

The report has not revealed any records of contamination held by the Local Authority

#### What should I do?

The Local Authority is obliged to identify contaminated land sites and issue 'remediation' or clean up notices to the homeowner or developer of the land. Land is usually contaminated due to past industrial use. However, not all contaminated land has been identified by the Local Authority. It is for this reason that your Conveyancer may have ordered an Environment Report - which is recommended for all properties - or insurance.



## Other Information

### Search Insurance

As part of our commitment to providing a high quality service and the highest levels of consumer protection, InfoTrack Ltd carries £10 million Professional Indemnity Insurance. This exceeds the £2 million minimum requirement under the Search Code and includes cover for errors and omissions in local authority data and records used to compile our search reports, as well as six years' run-off cover. Providing cover for these risks ensures a complete liability chain.

If you need to make a claim, please contact InfoTrack Ltd in the first instance. If, however, InfoTrack Ltd were to cease trading and there is an error or omission in the local authority data, please contact the insurers directly via:

[MRDProfessionalClaims@uk.qbe.com](mailto:MRDProfessionalClaims@uk.qbe.com)

QBE Insurance (Europe) Ltd Plantation Place  
30 Fenchurch Street  
London  
EC3M 3BD  
Tel: (0)20 7105 4000

### Data Sources

#### Planning Records

The planning authority makes planning records readily available from 01 August 1977. InfoTrack Ltd has searched the records going back to 01 January 1990.

#### Building Control Records

The local authority makes building control records readily available from 01 July 2002 only. InfoTrack Ltd has searched the records going back to 01 July 2002.

#### Other Data Sources

The information in this report has been compiled from Local Authority (as stated on the front of this report) records via either ordering a Con29, via an Environmental Information Regulation request, or via a physical inspection of the Local Land Charges Register, the Planning Register, Enforcement Notices and other publicly available Notices, Building Control records, Environmental Health Records, Contaminated Land Registers, the Local or Unitary Development Plans, other published Local Plans including Local Development Frameworks (as stated within the report), the Register of Adopted Highways, the Local Authority and / or County Council (as stated within the report) Highway and Traffic schemes website, policies and documents, the Highways Agency website, roadworks.org website and UK Radon data as supplied by Landmark Information Group Ltd.

## Next Steps

For more information or to order any of the recommended searches, documents or insurance, please call 0207 186 8090 or visit [www.infotrack.co.uk](http://www.infotrack.co.uk) or email [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk)

# Important Consumer Protection Information

This search has been produced by InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk) or visit [www.infotrack.co.uk](http://www.infotrack.co.uk)) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

## The Search Code

- provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the UK
- sets out minimum standards which firms compiling and selling search reports have to meet
- promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services. By giving you this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for you

## The Code's core principles

Firms which subscribe to the Search Code will:

- display the 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 financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

### TPOs Contact Details:

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

Tel: 01722 333306 / Fax: 01722 332296  
Web: [www.tpos.co.uk](http://www.tpos.co.uk) / 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 your search provider if you would like a copy of the Search Code.



## Internal Complaints Procedure

InfoTrack Ltd has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, we will:

1. acknowledge your complaint within 5 working days of receipt
2. normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
3. keep you informed by letter, telephone or email, as you prefer, if we need more time
4. provide a final response, in writing, at the latest within 40 working days of receipt
5. liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to: InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk), [www.infotrack.co.uk](http://www.infotrack.co.uk))

If you are not satisfied with our final response, or if we exceed the above timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs) - Tel: 01722 333306 / Email : [admin@tpos.co.uk](mailto:admin@tpos.co.uk). We will co-operate with TPOs during an investigation and comply with any decision the Ombudsman makes.

Revised 29 January 2019

# Terms and Conditions

## 1. Definitions

- In these Terms the following words shall have the following meanings:
- 1.1 "Beta Service(s)" means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.
  - 1.2 "Client" means the seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Report.
  - 1.3 "Code" means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.
  - 1.4 "Company" means a company registered at Companies House in respect of which InfoTrack has been instructed to provide a Service.
  - 1.5 "Consumer" means any person acting for purposes other than their trade, business or profession.
  - 1.6 "Intellectual Property Rights" means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
  - 1.7 "Data Protection Legislation" means the Data Protection Act 2018, The General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable Regulations relating to the processing of personal data and privacy (and any successor legislation, including without limitation, the General Data Protection Regulation), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction.
  - 1.8 "Literature" means InfoTrack's brochures, price lists and advertisements in any type of media, including the content of the Website.
  - 1.9 "Order" means the request for Services by You.
  - 1.10 "Privacy Policy" means our Privacy Policy located on our Website and relevant Privacy Notices as applicable to the Services.
  - 1.11 "Property" means an address or location for which InfoTrack provides a Service.
  - 1.12 "Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional.
  - 1.13 "Report" means the report prepared by InfoTrack in respect of the Property or the Order.
  - 1.14 "Service(s)" means the supply of services by InfoTrack to You including but not limited to a Report, property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
  - 1.15 "Supplier" means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing the Services.
  - 1.16 "Terms" means these terms and conditions of business.
  - 1.17 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.
  - 1.18 "Website" means our website located at [www.infotrack.co.uk](http://www.infotrack.co.uk).
  - 1.19 "We", "Us", "Our" and "InfoTrack" are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.
  - 1.20 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

## 2. Agreement

- 2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts your completed Order by either sending you written confirmation or providing you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and Our Privacy Policy and Terms and Conditions and You agree to be bound by these Terms and that Our Privacy Policy is in effect when You place any Order.
- 2.4 These Terms together with the Literature, Privacy Policy and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack.
- 2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

## 3. Services

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.



#### **4. Price and Payment**

- 4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 InfoTrack reserves the right to amend its prices from time to time and the Services will be charged at the price applicable at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, InfoTrack may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.
- 4.5 InfoTrack reserves the right to retain payment for Services where a search result is cancelled or the search result is NIL. Each refund is assessed based on its own merits, at Our discretion and is conditional upon the relevant Supplier refunding the applicable charges.

#### **5. Cancellation of Services**

- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
  - 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
  - 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to [helpdesk@infotrack.co.uk](mailto:helpdesk@infotrack.co.uk).
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

#### **6. Termination**

- 6.1 InfoTrack may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
  - 6.1.1 You fail to make any payment due in accordance with Term 4;
  - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
  - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

- 6.2 If an Agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

#### **7. Events Beyond Our Control**

- 7.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

#### **8. Warranties and Limitation of Liability**

- 8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.
- 8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.4 In providing the Services You acknowledge and accept that:
  - 8.4.1 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.
  - 8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.
  - 8.4.3 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
  - 8.4.4 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.
  - 8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

- 8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery.
- 8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against InfoTrack.
- 9. Supplier's Obligations**  
This Term 9 only applies if you are a Supplier  
For the purposes of this Term 9, the terms "controller", "processor", "processing", "data subject", "personal data", "personal data breach" and "appropriate technical and organisational measures" shall have the meanings given under the Data Protection Act 2018 and the General Data Protection Regulation and any related Data Protection Legislation.  
In this Term 9 "Applicable Laws" means (for so long as and to the extent that they apply to InfoTrack) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.
- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the controller and InfoTrack is the processor. Our Privacy Policy sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 9.2 The Supplier warrants that all personal data that it provides to InfoTrack has been lawfully obtained and that the receipt, possession or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third party rights.
- 9.3 The Supplier shall ensure it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:
- 9.3.1 the Supplier shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by the Supplier to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data);
- 9.3.2 the Supplier shall ensure that all data subjects to which any personal data relates are provided with a copy of Our Privacy Policy and any relevant Privacy Notices in accordance with all applicable Data Protection Legislation;
- 9.3.3 the Supplier shall maintain such documentation as is required under the Data Protection Legislation in respect of its obligations as controller of personal data;
- 9.3.4 the Supplier shall ensure that a data protection officer is designated at all times for the duration of the Agreement; and
- 9.3.5 the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- 9.4 The Supplier shall fully indemnify InfoTrack against all losses arising from or incurred by it as a result of the loss, destruction or unauthorised disclosure of or unauthorised access to or use of personal data as a result of the Supplier's failure to comply with the provisions of paragraphs 9.2 and 9.3. of these Terms or the Data Protection Legislation.
- 9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:
- 9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by the Supplier from time to time;
- 9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;
- 9.5.3 ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential;
- 9.5.4 not transfer any personal data outside of the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred;
- 9.5.5 assist the Supplier (at the Supplier's cost) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 9.5.6 notify the Supplier without undue delay on becoming aware of a personal data breach;
- 9.5.7 maintain complete and accurate records to demonstrate its compliance with this paragraph 9.5;
- 9.5.8 at the written direction of the Supplier, delete or return personal data and copies thereof to the Supplier as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Applicable Laws to store the personal data; and
- 9.5.9 subject to paragraph 9.6, not appoint any new third party processors of personal data without providing the Supplier with an opportunity to object to the appointment of each subcontractor.
- 9.6 The Supplier consents to InfoTrack appointing the third party processors as set out in Our Privacy Policy as third-party processors of personal data under the Agreement. The Supplier shall ensure that it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with paragraph 9.3, as may be required by such third-party processors.
- 10. Our Liability if you are a Business**  
This Term only applies if you are not contracting as a Consumer and is subject to Term 12 below
- 10.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any resale purposes unless You have obtained Our prior written consent.

10.2 Nothing in these Terms limits or excludes Our liability for:

- 10.2.1 Death or personal injury caused by Our negligence;
- 10.2.2 Fraud or fraudulent misrepresentation;
- 10.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- 10.2.4 Defective products under the Consumer Protection Act 1987.

10.3 Subject to Term 10.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:

- 10.3.1 Any loss of profits, sales, business or revenue;
- 10.3.2 Loss or corruption of data, information or software;
- 10.3.3 Loss of business opportunity;
- 10.3.4 Loss of anticipated savings;
- 10.3.5 Loss of goodwill; or
- 10.3.6 Any indirect or consequential loss.

10.4 Subject to Term 10.2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

#### **11. Our liability if you are a Consumer**

This Term 11 only applies if you are a Consumer.

11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement. Where data is transferred outside of the European Economic Area (subject to our Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the European Commission is utilised.

11.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.

11.3 We do not in any way exclude or limit Our liability for:

- 11.3.1 Death or personal injury caused by Our negligence;
- 11.3.2 Fraud and fraudulent misrepresentation;
- 11.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 11.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 11.3.5 Defective products under the Consumer Protection Act 1987.

11.4 We have obtained insurance cover in respect of Our own liability for individual claims not exceeding £10 million per claim. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and You are responsible for making your own arrangements for the insurance of any excess loss.

#### **12. Beta Services**

12.1 If You place an Order for Beta Services You acknowledge and accept that: (i) the Beta Services are still within their development and testing phase; and (ii) that accordingly there is a risk that there may be errors or defects in the Beta Services (and any Reports or other outcomes derived from them).

12.2 Subject to Term 12.3 below:

12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);

12.2.2 Without prejudice to the generality of Your obligations under Term 8.5, You must carry out a Reasonable Inspection of the Beta Services (and any Reports or other outcomes derived from them); and

12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.

12.3 Nothing in this Term 12 limits or excludes Our liability for:

- 12.3.1 Death or personal injury caused by Our negligence;
- 12.3.2 Fraud and fraudulent misrepresentation;
- 12.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
- 12.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
- 12.3.5 Defective products under the Consumer Protection Act 1987.

#### **13. Intellectual Property Rights**

13.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either InfoTrack or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights save solely to the extent set out at Term 13.5 below.

13.2 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with InfoTrack change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.

13.3 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 13.

13.4 You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.

- 13.5 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services ("Licence") on the following terms:
- 13.5.1 The Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;
- 13.5.2 The Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and
- 13.5.3 We have the right to terminate the Licence at any time at our sole discretion.
- 14. Insurance**
- 14.1 Our insurers are QBE Insurance (Europe) Ltd whose address is Plantation Place, 30 Fenchurch Street, London, EC3M 3BD. The level of cover provided by them for our Professional Indemnity Insurance is £10 million.
- 14.2 Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company data and records used to compile our search reports. Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 14.3 Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.
- 15. Complaints**
- 15.1 Full details of Our Complaints Procedure are set out on Our Website. We will deal with any complaints made by You in accordance with the Complaints Procedure.
- 15.2 As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is [www.tpos.co.uk](http://www.tpos.co.uk) and email address is [admin@tpos.co.uk](mailto:admin@tpos.co.uk) We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision.
- 15.3 We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision. Terms and Conditions
- 16. General**
- 16.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 16.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement.
- 16.3 The parties to these Terms do not intend that any term of Our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 16.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 16.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.
- 16.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 16.7 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.19 (or as updated from time to time) or Your address as stipulated in the Order.
- 16.8 In providing the Services and Reports We will comply with the Search Code.
- 16.9 Any personal data which you provide to us will be held in accordance with the Data Protection Act 2018 and other applicable Data Protection Legislation and regulations from time to time (including, without limitation, the General Data Protection Regulation when it is brought into force) and only used in accordance with Our Privacy Policy (details of which are set out on Our Website) and any relevant Privacy Notices. Whilst non-contractual you agree and acknowledge that the terms of the Privacy Policy and any relevant Privacy Notices are in force during the term of this agreement and may be subject to change or variation from time to time.
- 16.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Revised January 2021

# Drainage & Water Search (CON29DW)



## Search Details

Prepared for: Setfords Solicitors  
Matter: U315/2  
Client address: 74 North Street, Guildford, GU1 4AW

Property:  
30 Christchurch Crescent, Radlett, WD7 8AJ

**Data Supplier:**  
Thames Water Utilities Ltd  
Thames Water Plc, PO Box 286, Swindon, SN38 2RA

Date Returned:  
13/01/2023

Property type:  
Residential

This search was compiled by the Data Supplier above and provided by InfoTrack Ltd - t: 0207 186 8090, e: helpdesk@infotrack.co.uk. This search is subject to terms and conditions issued by InfoTrack which can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk) or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier, available on request. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information.

InfoTrack Ltd  
91  
Waterloo Road  
London  
SE1 8RT

Search address supplied 30, Christchurch Crescent, Radlett, WD7 8AJ  
Your reference 34533601  
Our reference DWS/DWS Standard/2023\_4772037  
Received date 12 January 2023  
Search date 13 January 2023

### Keeping you up-to-date

#### Why the CON29DW?

Mitigating risk - There are potential risks for homebuyers and they need qualified drainage and water information to make an informed purchasing decision.

Expert knowledge - Specialist teams, with years of experience working directly with drainage and water data, check and review each report.

Complete and consistent - Comprising 25 standard questions answered in full, from sewerage and water asset information to sewer flooding history and connection information, fully endorsed by The Law Society.

Peace of mind - Terms & Conditions are there to support you and your client and CON29DW reports are put together using the most up to date information available.



Thames Water Utilities Ltd  
Property Searches, PO Box 3189, Slough SL1 4WW  
DX 151280 Slough 13



[searches@thameswater.co.uk](mailto:searches@thameswater.co.uk)  
[www.thameswater-propertysearches.co.uk](http://www.thameswater-propertysearches.co.uk)



0800 009 4540



Question	Summary Answer
<b>Maps</b>	
1.1 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided
1.2 Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided
<b>Drainage</b>	
2.1 Does foul water from the property drain to a public sewer?	Connected
2.2 Does surface water from the property drain to a public sewer?	Connected
2.3 Is a surface water drainage charge payable?	Charge Payable
2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No
2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?	No
2.5 Does the public sewer map indicate any public sewer within 30.48 metres(100 feet) of any buildings within the property?	No
2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the 50metres of any buildings within the property?	No
2.6 Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
2.7 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No
2.8 Is the building which is or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Not At Risk
2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	1.718 Kilometres
<b>Water</b>	
3.1 Is the property connected to mains water supply?	Connected
3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No
3.3 Is any water main or service pipe serving or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No
3.4 Is the property at risk of receiving low water pressure or flow?	No
3.5 What is the classification of the water supply for the property?	Very Hard
3.6 Please include details of the location of any water meter serving the property.	See Details
<b>Charging</b>	
4.1.1 Who are the sewerage undertakers for the area?	Thames Water
4.1.2 Who are the water undertakers for the area?	Affinity Water
4.2 Who bills the property for sewerage services?	Affinity Water
4.3 Who bills the property for water services?	Affinity Water
4.4 What is the current basis for charging for sewerage and/or water services at the property?	Metered
4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No

**Search address supplied:** 30, Christchurch Crescent, Radlett, WD7 8AJ

Any new owner or occupier will need to contact Thames Water on 0800 316 9800 or log onto our website [www.thameswater.co.uk](http://www.thameswater.co.uk) and complete our online form to change the water and drainage services bills to their name.

The following records were searched in compiling this report: - the Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Thames Water Utilities Ltd (TWUL), Clearwater Court, Vastern Road, Reading RG1 8DB, holds all of these.

TWUL, trading as Property Searches, are responsible in respect of the following:-

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



## Interpretation of CON29DW Drainage and Water Search

Appendix 1 contains definitions of terms and expressions used in this report.

For your guidance:

- Thames Water Property Searches Complaints Procedure:
  - o Thames Water Property Searches offers a robust complaints procedure. Complaints can be made by telephone, in writing, by email ([searches@thameswater.co.uk](mailto:searches@thameswater.co.uk)) or through our website ([www.thameswater-propertysearches.co.uk](http://www.thameswater-propertysearches.co.uk))

As a minimum standard Thames Water Property Searches will:

- o endeavour to resolve any contact or complaint at the time of receipt. If this isn't possible, we will advise of timescales;
- o investigate and research the matter in detail to identify the issue raised (in some cases third party consultation will be required);
- o provide a response to the customer within 10 working days of receipt of the complaint;
- o provide compensation, if no response or acknowledgment that we are investigating the case is given within 10 working days of receipt of the complaint;
- o keep you informed of the progress and, depending on the scale of investigation required, update with new timescales as necessary;
- o provide an amended search, free of charge, if required;
- o provide a refund if we find your complaint to be justified; take the necessary action within our power to put things right.

If you want us to liaise with a third party on your behalf, just let us know.

If you are still not satisfied with the outcome provided we will refer the matter to a Senior Manager for resolution who will respond again within 5 working days.

If you remain dissatisfied with our final response you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). Further information can be obtained by visiting [www.tpos.co.uk](http://www.tpos.co.uk) or by sending an email to [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

## Maps

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

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

For your guidance:

- The Water Industry Act 1991 defines Public Sewers as those which Thames Water have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only.
- The company is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.
- Assets other than public sewers may be shown on the copy extract, for information.

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

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

For your guidance:

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

## Drainage

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

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

For your guidance:

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

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

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

For your guidance:

- Sewerage Undertakers are not responsible for any private drains that connect the property to the public sewerage system, and do not hold details of these.
- The property owner will normally have sole responsibility for private drains serving the property. These private drains may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
- In some cases, 'Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.
- At the time of privatisation in 1989, Sewerage Undertakers were sold with poorly-kept records of sewerage infrastructure. The records did not always show which properties were connected for surface water drainage purposes. Accordingly, billing records have been used to provide an answer for this element of the drainage and water search.
- Due to the potential inadequacy of 'Sewerage Undertakers' infrastructure records with respect to surface water drainage, it is the customer's responsibility to inform the Sewerage Undertaker that they do not receive the surface water drainage service. If on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. For further information, please contact Thames Water on Tel: 0800 316 9800, or refer to the website at [www.thameswater.co.uk](http://www.thameswater.co.uk).
- If surface water from the property does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.
- An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

### **2.3 – Is a surface water drainage charge payable?**

Records confirm that a surface water drainage charge is payable for the property and the charge is £27.95 for the current financial year.

For your guidance:

- If surface water from the property drains to a public sewer, then a surface water drainage charge is payable.
- Where a surface water drainage charge is currently included in the property's water and sewerage bill but, on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. For further information, please contact Thames Water on Tel: 0800 316 9800 or refer to the website [www.thameswater.co.uk](http://www.thameswater.co.uk).

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

The public sewer map indicates that there are no public sewers, disposal mains or lateral drains within the boundaries of the property. However, from the 1st October 2011 there may be lateral drains and/or public sewers which are not recorded on the public sewer map but which may prevent or restrict development of the property.

For your guidance:

- Thames Water has a statutory right of access to carry out work on its assets. Employees of Thames Water or its contractors may, therefore, need to enter the property to carry out work.
- Please note if the property was constructed after 1st July 2011 any sewers and/or lateral drain within the boundary of the property are the responsibility of the householder.
- The approximate boundary of the property has been determined by reference to the Ordnance Survey Record or the map supplied.
- The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

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

The public sewer map included indicates that there is no public pumping station within the boundaries of the property.

For your guidance:

- Private pumping stations installed before 1 July 2011 will be transferred into the ownership of the sewerage undertaker.
- The approximate boundary of the property has been determined by reference to the Ordnance Survey Record or the map supplied.
- The presence of a public Pumping station running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

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

The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of any buildings within the property.

However, from the 1st October 2011 many private sewers were transferred into public ownership and may not be recorded on the public sewer map and it is our professional opinion that if the property is connected to a foul sewer it is likely that there will be a public sewer within 30.48 metres (100 feet) of any buildings within the property.

For your guidance:

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

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

The public sewer map included indicates that there is no public pumping station within 50 metres of any buildings within the property.

For your guidance:

- Private pumping stations installed before 1 July 2011 will be transferred into the ownership of the sewerage undertaker.
- The presence of a public pumping station within 50 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 measurement is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
- Any private sewers or lateral drains which are indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

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

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

The Surface Water sewer(s) and/or Surface Water lateral drain(s) are not the subject of an adoption agreement.

For your guidance:

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

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

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

For your guidance:

- From the 1st October 2011 most private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.
- Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.

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

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

From the 1st October 2011 most private sewers, disposal mains and lateral drains were transferred into public ownership. It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.

For your guidance:

- For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- "Internal flooding" from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- "At Risk" properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company's reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0800 316 9800 or website [www.thameswater.co.uk](http://www.thameswater.co.uk)



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

The nearest sewage treatment works is Blackbirds STW which is 1.718 kilometres to the north west of the property.

For your guidance:

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

## Water

### 3.1 – Is the property connected to mains water supply?

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

For your guidance:

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

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

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

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used. If the Water company mentioned in 4.1.2 is not Thames Water Utilities Ltd the boundary of the property has been determined by the Ordnance Survey.
- The presence of a public water main within the boundary of the property may restrict further development within it. Water companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company, or its contractors, needing to enter the property to carry out work.

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

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

For your guidance:

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

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

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

For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- “Low water pressure” means water pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level)
- The reference level of service is a flow of 9 litres/minute at a pressure of 10metres / head on the customer's side of the outside stop valve (osv). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres/head on the customers' side of the osv is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS806-3 or the Institute of Plumbing handbook.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **Abnormal demand:** This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Companies should exclude from the reported figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
- **Planned maintenance:** Companies should not report low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded because of planned maintenance are actually caused by maintenance.
- **One-off incidents:** This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded
- **Low-pressure incidents of short duration:** Properties affected by low pressures, which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported figures.
- Please contact your water company mentioned in Question 4.1.2 if you require further information on water pressure.

### 3.5 – What is the classification of the water supply for the property?

The water supplied to the property has an average water hardness of 132mg/l calcium which is defined as Very Hard by Affinity Water.

For your guidance:

- Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units. The following table shows the normal ranges of hardness.
- Sample table for information only:

Hardness Category	Calcium (mg/l)	Calcium Carbonate (mg/l)	English Clarke degrees	French degrees	General/German degrees
Soft	0 to 20	0 to 50	0 to 3.5	0 to 5	0 to 2.8
Moderately Soft	21 to 40	51 to 100	3.6 to 7	6 to 10	2.9 to 5.6
Slightly hard	41 to 60	101 to 150	8 to 10.5	11 to 15	5.7 to 8.4
Moderately hard	61 to 80	151 to 200	10.6 to 14	16 to 20	8.5 to 11.2
Hard	81 to 120	201 to 300	15 to 21	21 to 30	11.3 to 16.8
Very hard	Over 120	Over 300	Over 21	Over 30	Over 16.8

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

Records indicate that the property is served by a water meter, which is not located within the dwelling-house which is or forms part of the property.

For your guidance:

- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the water undertakers mentioned in Question 4.1.2.

## Charging

### 4.1.1 – Who is responsible for providing the sewerage services for the property?

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area.

### 4.1.2 – Who is responsible for providing the water services for the property?

Affinity Water Ltd, Tamblin Way, Hatfield, AL10 9EZ, is the water undertaker for the area.

### 4.2 – Who bills the property for sewerage services?

The property is billed for sewerage services on behalf of Thames Water by:

Affinity Water Ltd  
Tamblin Way  
Hatfield  
AL10 9EZ

Tel: 0345 3572401

### 4.3 – Who bills the property for water services?

The property is billed for water services by:

Affinity Water Ltd  
Tamblin Way  
Hatfield  
AL10 9EZ

Tel: 0345 3572401

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

The property is charged based on actual volumes of water measured through a water meter ("metered supply").

For your guidance:

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

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

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

For your guidance:

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



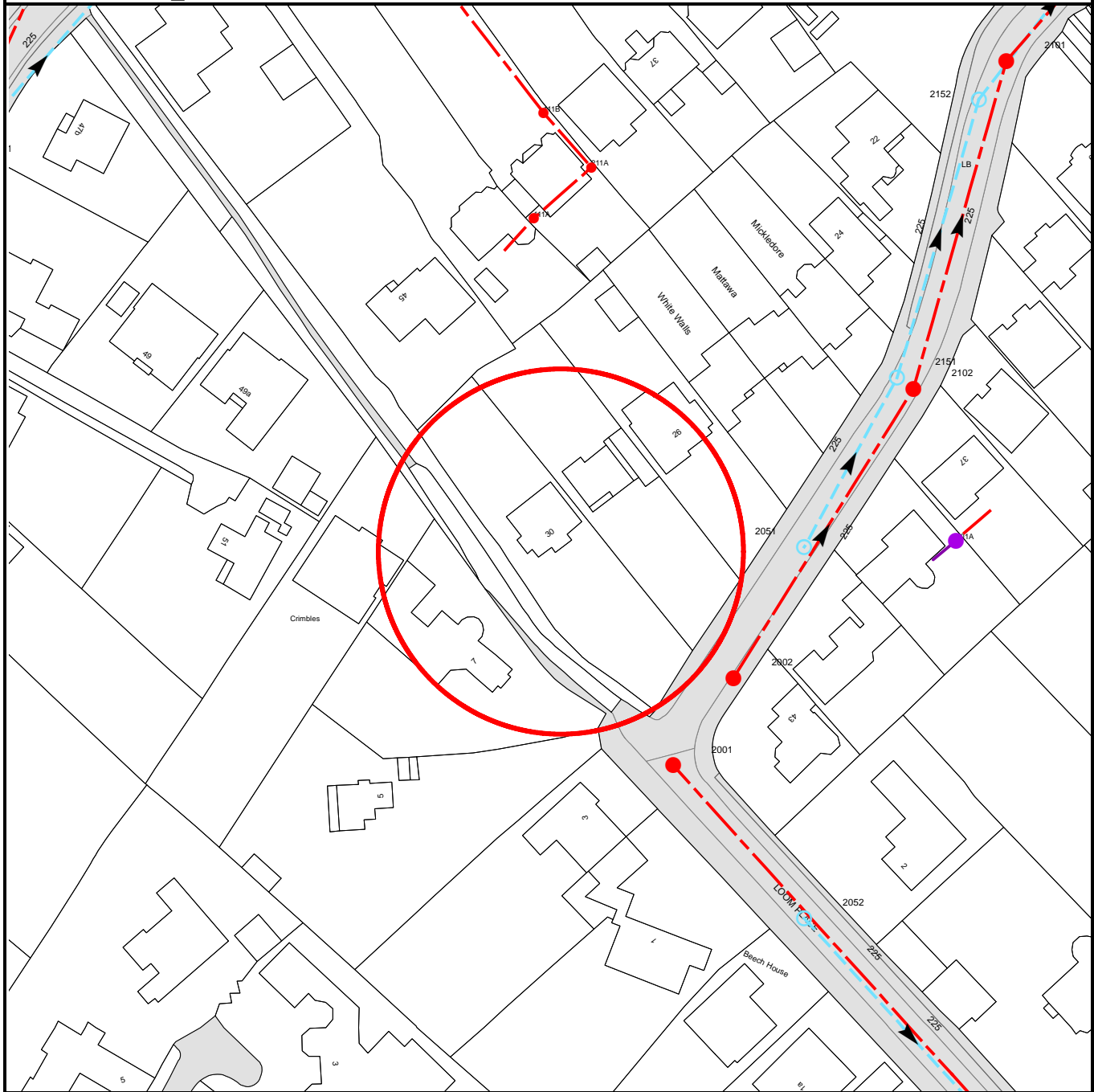
**Payment for this Search**

A charge will be added to your suppliers account.

Please note that none of the charges made for this report relate to the provision of Ordnance Survey mapping information.

All prices are in accordance with the standard terms of Property Searches; discounts are available, please contact us on 0800 009 4540 to obtain further details.

**Residential CON29DW Drainage & Water Search Sewer Map-DWS/DWS  
Standard/2023\_4772037**



The width of the displayed area is 200m

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











Based on the Ordnance Survey Map (2020) with the Sanction of the controller of H.M. Stationery Office, License no. 100019345 Crown Copyright Reserved.





# Con29DW Residential Drainage and Water Search - Sewer Key







## Public Sewer Types (Operated and maintained by Thames Water)

-  **Foul Sewer:** A sewer designed to convey waste water from domestic and industrial sources to a treatment works.
-  **Surface Water Sewer:** A sewer designed to convey surface water (e.g. rain water from roofs, yards and car parks) to rivers or watercourses.
-  **Combined Sewer:** A sewer designed to convey both waste water and surface water from domestic and industrial sources to a treatment works.
-  **Trunk Sewer:** A strategic sewer which collects either foul or surface water flow from a number of subsidiary catchments and transfers this flow to a pumping station, river outfall or treatment works.
-  **Storm Overflow Sewer:** A sewer designed to convey excess rainfall to rivers or watercourses so that the flow does not exceed the capacity of normal sewers (which could cause flooding).
-  **Sludge Sewer:** A sewer designed to convey sludge from one treatment works to another.
-  **Vent Pipe:** A section of sewer pipe connected between the top of a sewer and vent column, used to prevent the accumulation of gas in a sewer and thus allowing the system to operate properly.
-  **Rising Main:** A pipe carrying pumped flow under pressure from a low point to a high point on the sewerage network. The direction of the fleck indicates the direction of flow within the pipe.
-  **Vacuum:** A foul sewer designed to remove foul sewage under pressure (vacuum sewers cannot accept direct new connections).
-  **Thames Water Proposed Sewer**




### Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plan are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate the direction of flow.
- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.

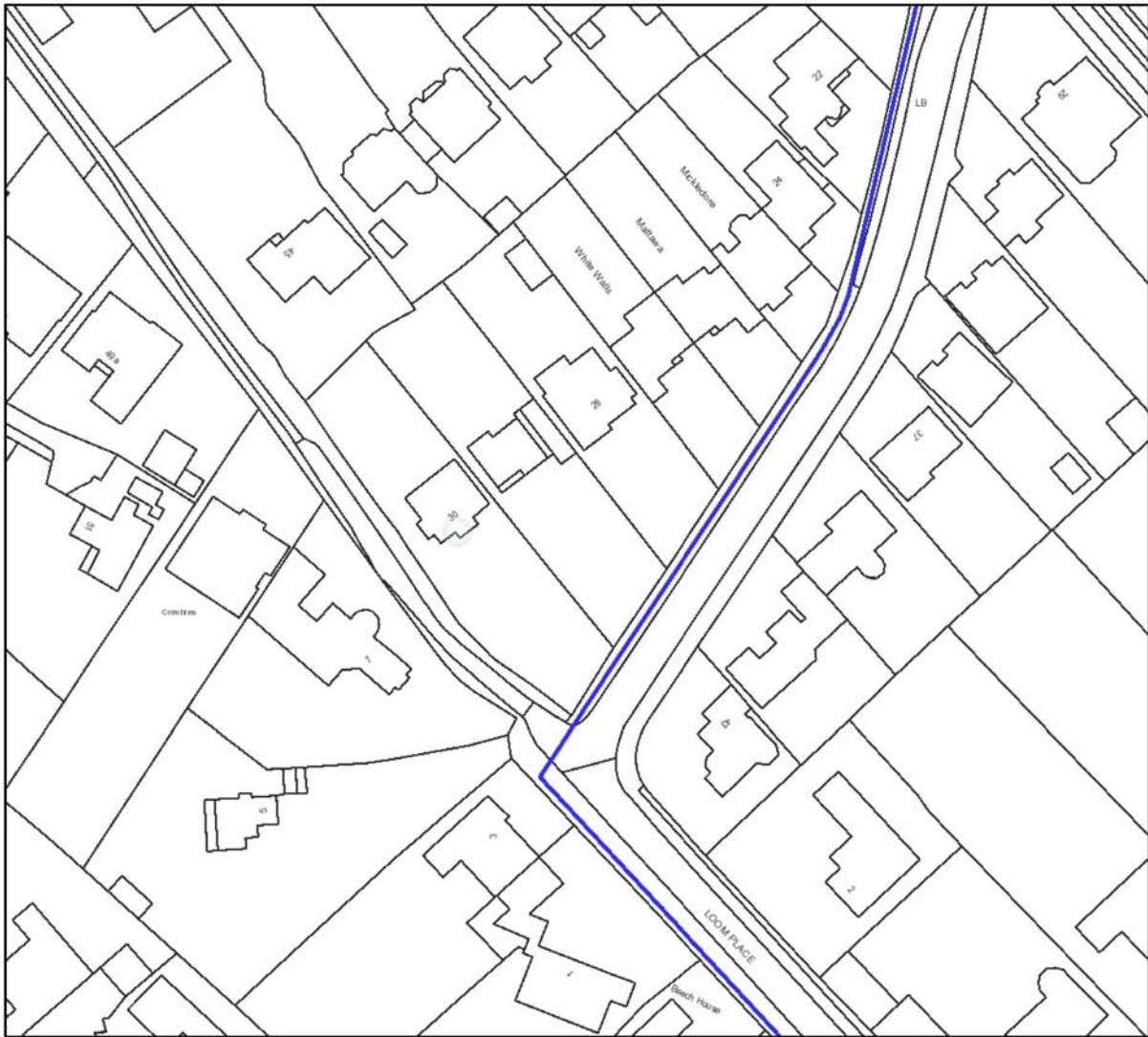
## Other Sewer Types (Not Operated or Maintained by Thames Water)

-  **Foul Sewer:** Any foul sewer that is not owned by Thames Water.
-  **Gully:** A sewer designed to convey surface water from large roads, motorways, etc. to watercourses or to public surface water sewers. These sewers are generally maintained by the relevant highway authority.
-  **Culverted Watercourse:** A watercourse running through a culvert or pipe which is the responsibility of the property owner or the Environment Agency.
-  **Decommissioned Sewer:** A disused sewer. Usually filled with cement mixture or removed from the ground.
-  Content of this drainage network is currently unknown.
-  Ownership of this drainage network is currently unknown.





## Other Symbols

-  **Undefined Ends:** These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.
-  **Public / Private Pumping Station:** Foul or Surface Water pumping station.
-  **Casement:** Ducts may contain high voltage cables. Please check with Thames Water.

- 5) 'na' or '0' on a manhole indicates that data is unavailable.
- 6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimeters. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology, please contact Property Searches on 0800 009 4540.



This map is centred upon Ordnance Survey grid reference 516,219,199,090

 Water Main	 Hydrants, Valves, etc
 Abandoned Water Main	 Borehole, Pumping Facility, etc



1:1,000  
1/13/2023

Copyright Affinity Water Ltd.

Crown copyright Affinity Water Limited Licence No. 100053744

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

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

For further information about the contents of this plan, please contact Affinity Water at the address below

Affinity Water, Tamblin Way, Hatfield, Hertfordshire, AL10 9EZ. [www.affinitywater.co.uk/central](http://www.affinitywater.co.uk/central)

(c) Affinity Water Limited

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## Appendix 1 - terms and expressions in this report

“the 1991 Act” means the Water Industry Act 1991**(1)**;

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000**(2)**;

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001**(3)**;

“adoption agreement” means an agreement made or to be made under section 51A(1) or 104(1) of the 1991 Act**(4)**;

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

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

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

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

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

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

(b) is not a public sewer;

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

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

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

“lateral drain” means—

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

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under section 102 of the 1991 Act or in an agreement made under section 104 of that Act**(5)**;

“licensed water supplier” means a company which is the holder for the time being of a water supply licence under section 17A(1) of the 1991 Act**(6)**;

“maintenance period” means the period so specified in an adoption agreement as a period of time—

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

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

“map of waterworks” means the map made available under section 198(3) of the 1991 Act**(7)** in relation to the information specified in subsection (1A);

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

“public sewer” means, subject to section 106(1A) of the 1991 Act**(8)**, a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—

(a) by virtue of a scheme under Schedule 2 to the Water Act 1989**(9)**;

(b) by virtue of a scheme under Schedule 2 to the 1991 Act**(10)**;

(c) under section 179 of the 1991 Act(11); or

(d) otherwise;

“public sewer map” means the map made available under section 199(5) of the 1991 Act(12);

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

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

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

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

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

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

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

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

“water supplier” means the company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

“water supply zones” in relation to a calendar year means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

“water undertaker” means the company appointed to be the water undertaker under section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

(1) 1991 c. 56.

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

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

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

(5) To which there are various amendments made by sections 102 and 104 by section 96 of the Water Act 2003.

(6) Inserted by section 56 of and Schedule 4 to the Water Act 2003.

(7) Subsection (1A) is inserted by section 92(5) of the Water Act 2003.

(8) Section 106(1A) is inserted by section 99 of the Water Act 2003.

(9) 1989 c. 15.

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

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

(12) Section 199 is amended by section 97(1) and (8) of the Water Act 2003.

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

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

**Definitions**

"Apparatus" means the public assets shown on the Company's map keys relevant to the Report.

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

"Company" means the company who produces the Report, being Thames Water Utilities Limited, a company registered in England and Wales with company number 02366661 and whose registered office is at Clearwater Court, Vastern Road, Reading, Berkshire, RG1 8DB.

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

"Order" means any request completed by the Customer requesting the Report from the Company.

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

"Report" means the drainage and/or water report prepared by the Company in respect of the Property, including any maps provided as part of such reports.

**1. Agreement**

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

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

**2. The Report**

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

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

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

2.3 The information contained in the Report is based upon the accuracy of the address supplied by the Customer or Client when placing the Order.

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

2.5 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information and cannot be used for commercial development of domestic properties, development of land or commercial properties for intended occupation by third parties. Where a Report is required for commercial development of domestic properties, development of land or commercial properties for intended occupation by parties, the Customer can order a different report, and different terms shall apply.

2.6 The customer shall only use the Report for the purpose for which it is supplied in accordance with these terms.

2.7 In providing the Customer with the Report, the Company shall comply with the Drainage & Water Searches Network (DWSN) Standards.

**3. Disclaimers**

3.1 Without prejudice to any other terms set out herein, the Company accepts responsibility for any inaccuracy in the location of Apparatus, or missing Apparatus contained in the maps within the Report provided that such inaccuracies or errors arise as a direct result of the negligence of the Company and the existence of which the Company should reasonably have been aware.

3.2 For the purposes of the Report, the Company will not seek to rely on any statements and/or disclaimer shown on any maps which seeks to limit its liability in relation to the accuracy and/or location of Apparatus where any inaccuracies or errors arise as a direct result of the negligence of the Company and the existence of which the Company should reasonably have been aware.

**4. Liability**

4.1 The Company shall not be liable to the Customer or Client in contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise for any inaccuracies, mistakes or omissions in the Report unless any such liability arises as a direct consequence of the Company's negligence and the existence of which the Company should reasonably have been aware.

4.2 Notwithstanding clause 4.1 above, the Company shall accept liability for (a) death or personal injury arising from its negligence, (b) fraud or fraudulent misrepresentation, and (c) any other liability which cannot be excluded or limited by law.

4.3 Subject to clause 4.2 above, the Company's total liability to the Customer or Client, whether for breach of contract, tort, negligence, breach of statutory duty, misrepresentation or otherwise, arising under or in connection with these terms and conditions and/or the provision of a Report shall be limited to £10 million in aggregate.

**5. Copyright and Confidentiality**

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

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

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

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

5.5 The enquiries in the Report are protected by copyright by the Law Society of 113 Chancery Lane, London WC2A 1PL and must not be used for any purpose outside the context of the Report.

5.6 The Customer and the Client agree to indemnify the Company against any losses, costs, claims and damage suffered by the Company as a result of any breach by either of them of the terms of clauses 5.1 to 5.5 inclusive.

**6. Payment**

6.1 Unless otherwise stated, all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by the Company, without any set off, deduction or counterclaim. Unless otherwise agreed between the parties, the Company must receive payment for the Report in full before the Report is produced. Where the parties agree that payment is not required in advance, the Customer must pay for the Report in full within 14 days of the date of the invoice, unless otherwise agreed in writing between the parties.

**7. Cancellation Rights**

**As a consumer**

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

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

- 7.2 To exercise the right to cancel, the Customer must inform the Company in writing of his or her decision to cancel this contract.
- 7.3 Where the Customer is ordering a Report as a consumer, due to the Customer's cancellation rights, the Company will not process the Order or provide the Report to the Customer before the end of the Cancellation Period unless the Customer provides his or her express consent and acknowledges that he or she will lose the right to cancel the contract under regulation 29(1) of the Consumer Contracts (Information, Cancellation, and Additional Charges) Regulations 2013
- 7.4 In addition to these rights, where the Company is able to, it will cancel any Order in accordance with its cancellation policy, which can be found on the Company's website.

**As a business**

- 7.5 The Cancellation Period does not apply to the Customer's Order if the Customer is placing the Order wholly or mainly for purposes relating to their trade, business, craft or profession.
- 7.6 If the Customer cancels the Order other than in accordance with this clause the Customer may be liable for fees as detailed in the Company's cancellation policy which can be found on the Company's website.

**8. Complaints**

- 8.1 The Company's complaints procedure is available on the Company's website.
- 8.2 If the Customer follows the Company's complaints procedure but is dissatisfied with the response, the Customer may refer the complaint for consideration under The Property Ombudsman Scheme (TPOs). Further information can be obtained by visiting [www.tpos.co.uk](http://www.tpos.co.uk) or by sending an email to [admin@tpos.co.uk](mailto:admin@tpos.co.uk).

**9. General**

- 9.1 These terms are the only terms and conditions that shall apply to any Order and the provision of a Report by the Company to the Customer and shall constitute the entire agreement between the Customer and the Company and supersede, replace and extinguish any previous arrangement, understanding or agreement between the parties relating to such Report.
- 9.2 In the event of any conflict of inconsistency between any information on the Company's website describing the features of the Report and these terms, then these terms shall prevail.
- 9.3 Where the Customer is acting wholly or mainly in the normal course of his or her trade, business, craft or profession, the Client is entitled to the benefit of these terms. Save as provided in this clause 9.3, it is not intended that any other person who is not a party to these terms has any right to enforce any term of these terms under the Contracts (Rights of Third Parties) Act 1999.
- 9.4 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 9.5 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 9.6 Nothing in these terms and conditions shall in any way restrict the Customer or the Client's statutory or any other rights of access to the information contained in the Report.

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

## Payment Terms and Conditions

All sales are made in accordance with Thames Water Utilities Limited (TWUL) standard terms and conditions unless previously agreed in writing.

1. All goods remain in the property of Thames Water Utilities Ltd until full payment is received.
2. Provision of service will be in accordance with all legal requirements and published TWUL policies.
3. All invoices are strictly due for payment 14 days from due date of the invoice. Any other terms must be accepted/agreed in writing prior to provision of goods or service, or will be held to be invalid.
4. Thames Water does not accept post-dated cheques-any cheques received will be processed for payment on date of receipt.
5. In case of dispute TWUL's terms and conditions shall apply.
6. Penalty interest may be invoked by TWUL in the event of unjustifiable payment delay. Interest charges will be in line with UK Statute Law 'The Late Payment of Commercial Debts (Interest) Act 1998'.
7. Interest will be charged in line with current Court Interest Charges, if legal action is taken.
8. A charge may be made at the discretion of the company for increased administration costs.

A copy of Thames Water's standard terms and conditions are available from the Commercial Billing Team (cashoperations@thameswater.co.uk).

We publish several Codes of Practice including a guaranteed standards scheme. You can obtain copies of these leaflets by calling us on 0800 316 9800.

If you are unhappy with our service you can speak to your original goods or customer service provider. If you are not satisfied with the response, your complaint will be reviewed by the Customer Services Director. You can write to her at: Thames Water Utilities Ltd. PO Box 492, Swindon, SN38 8TU.

If the Goods or Services covered by this invoice falls under the regulation of the 1991 Water Industry Act, and you remain dissatisfied you can refer your complaint to Consumer Council for Water on 0121 345 1000 or write to them at Consumer Council for Water, 1st Floor, Victoria Square House, Victoria Square, Birmingham, B2 4AJ.

### Ways to pay your bill

Credit Card	BACS Payment	Telephone Banking	Cheque
Call <b>0800 009 4540</b> quoting your invoice number starting CBA or ADS / OSS.	Account number <b>90478703</b> Sort code <b>60-00-01</b> A remittance advice must be sent to: <b>Thames Water Utilities Ltd., PO Box 3189, Slough SL1 4WW.</b> or email <a href="mailto:ps.billing@thameswater.co.uk">ps.billing@thameswater.co.uk</a>	By calling your bank and quoting: Account number <b>90478703</b> Sort code <b>60-00-01</b> and your invoice number	Made payable to ' <b>Thames Water Utilities Ltd</b> ' Write your Thames Water account number on the back. Send to: <b>Thames Water Utilities Ltd., PO Box 3189, Slough SL1 4WW</b> or by DX to <b>151280 Slough 13</b>

Thames Water Utilities Ltd Registered in England & Wales No. 2366661 Registered Office Clearwater Court, Vastern Rd, Reading, Berks, RG1 8DB.

## Search Details

Prepared for: Setfords Solicitors  
Matter: U315/2  
Client address: 74 North Street, Guildford, GU1 4AW

Property:  
30 Christchurch Crescent, Radlett, WD7 8AJ

**Local Authority:**  
Groundsure  
Sovereign House, Church Street, Brighton, BN1 1UJ

Date Returned: 12/01/2023	Property type: Residential
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This search was compiled by the Data Supplier above and provided by InfoTrack Ltd - t: 0207 186 8090, e: helpdesk@infotrack.co.uk. This search is subject to terms and conditions issued by InfoTrack which can be viewed at [www.infotrack.co.uk](http://www.infotrack.co.uk) or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier, available on request. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit [www.propertycodes.org.uk](http://www.propertycodes.org.uk) for more information.



30, Christchurch Crescent, Radlett, WD7 8AJ

## Professional opinion

Addresses the Law Society practice notes on Contaminated Land and Flood risk.



**Contaminated Land Liability**  
**Passed**



**Flooding**  
**Low**

## Further guidance



**Ground Stability**  
**Identified** page 4

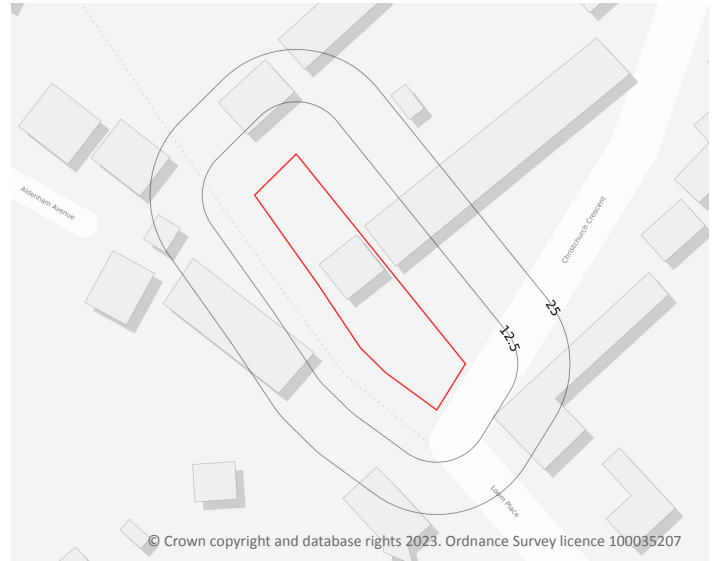


**Radon**  
**Passed**



**Planning Constraints**  
**Identified** page 10

## Site plan



## Screenings



**Energy**  
**Identified** page 8



**Transportation**  
**Not identified**



**Planning Applications**  
**Identified** page 10

Full assessments of the above screenings are available in our Homebuyers report. Please contact Groundsure or your search provider for further details.

## Useful contacts

Hertsmere Borough Council:  
<http://www.hertsmere.gov.uk/>  
customer.services@hertsmere.gov.uk  
020 8207 2277

Environment Agency National Customer  
Contact Centre (NCCC):  
enquiries@environment-agency.gov.uk  
03708 506 506

## Overview of findings and recommendations

To save you time when assessing the report, we only provide maps and data tables of features within the search radius that we have identified to be of note. These relate to environmental risks that may have liability implications, affect insurance premiums, property values and/or a lender's willingness to lend.

You can view the fully comprehensive library of information we have searched on **page 14**.



### Flooding

#### Groundwater Flooding

A risk of groundwater flooding has been identified at the site. This will be more of an issue for properties with a basement or other section below ground. Further advice on groundwater flooding has been produced by the Environment Agency and the Local Government Association and can be found at

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/297421/flho0911bugi-e-e.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/297421/flho0911bugi-e-e.pdf)



### Ground stability

The property is indicated to lie within an area that could be affected by mining other than coal, infilled land. You should consider the following:



## Next steps for consideration:

- if a survey has been undertaken at the property that considers ground instability and no issues were found, no further action is required
- however, based on the findings of this report, the purchaser should be encouraged to consider potential instability in any future development or alteration of the ground including planting and removing trees, and regardless of the survey outcome
- if no survey has yet been undertaken, we recommend one is carried out by a suitably qualified and experienced person
- if ground instability issues have been or are subsequently identified in a survey we recommend following any advice given in the survey findings
- you should also check whether the property benefits from a current NHBC guarantee or other environmental warranty that often covers structural issues. Please note the presence of an NHBC guarantee wouldn't change the risk assessment of this report

## Other considerations

No additional factors that Groundsure believe require further action have been identified in relation to the property.

## Environmental summary



Environmental searches are designed to ensure that significant hazards and risks associated with this property are identified and considered alongside the investment in or purchase of a property.

Please see **page 2** for further advice.



### Contaminated Land

No significant concerns have been identified as a result of the contaminated land searches.

<b>Contaminated Land Liability</b>	<b>Passed</b>
<b>Past Land Use</b>	<b>Passed</b>
<b>Waste and Landfill</b>	<b>Passed</b>
<b>Current and Recent Industrial</b>	<b>Passed</b>



### Flooding

Property's overall risk assessment for river, coastal, surface water and groundwater flooding is low.

Further explanation of flood risk assessment can be seen in the Flood information on **page 14**.

<b>River and Coastal Flooding</b>	<b>Very Low</b>
<b>Groundwater Flooding</b>	<b>Moderate</b>
<b>Surface Water Flooding</b>	<b>Negligible</b>
<b>Past Flooding</b>	<b>Not identified</b>
<b>Flood Storage Areas</b>	<b>Not identified</b>

**FloodScore™ insurance rating**

**Very Low**

The rating is compiled by Ambiental, a leading flood risk analysis company. Please see **page 14**



### Ground stability

The property is assessed to have potential for natural or non-natural ground subsidence.

Please see **page 6** for details of the identified issues.

<b>Natural Ground Stability</b>	<b>Negligible-Very low</b>
<b>Non-Natural Ground Stability</b>	<b>Identified</b>



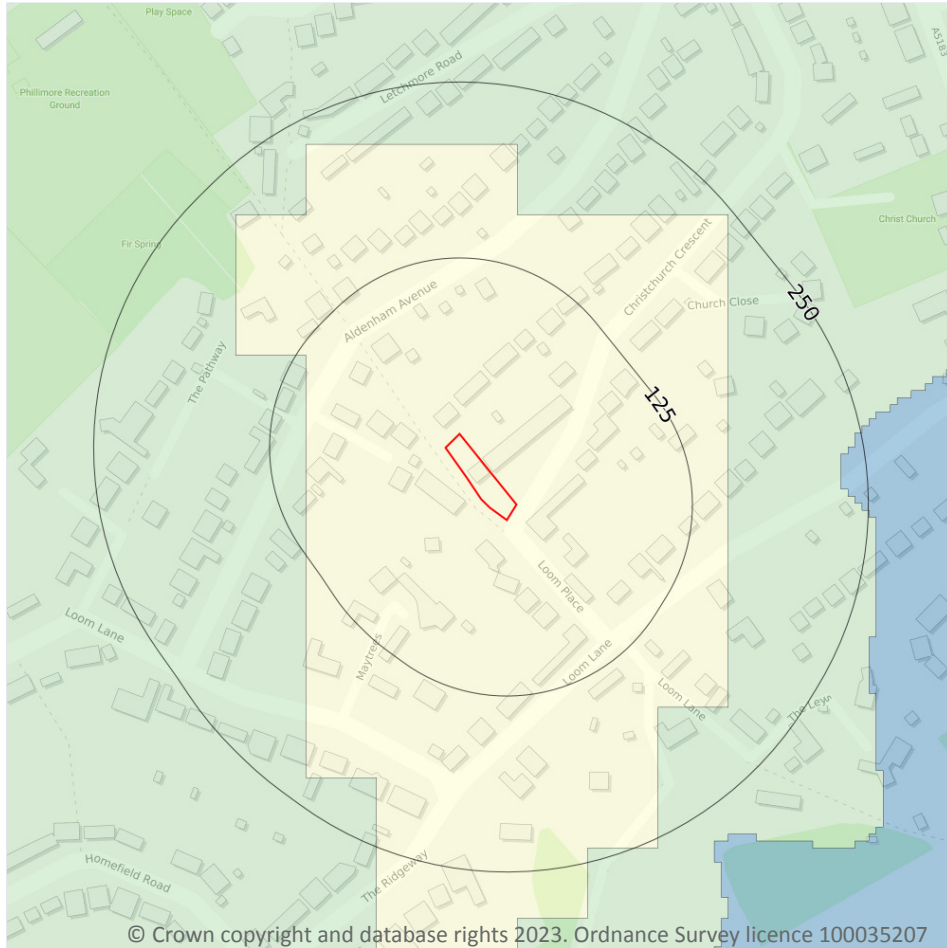
### Radon

Local levels of radon are considered normal. However, if an underground room makes up part of the accommodation, the property should be tested regardless of radon Affected Area status.

**Not in a radon affected area**



## Flooding / Groundwater flooding



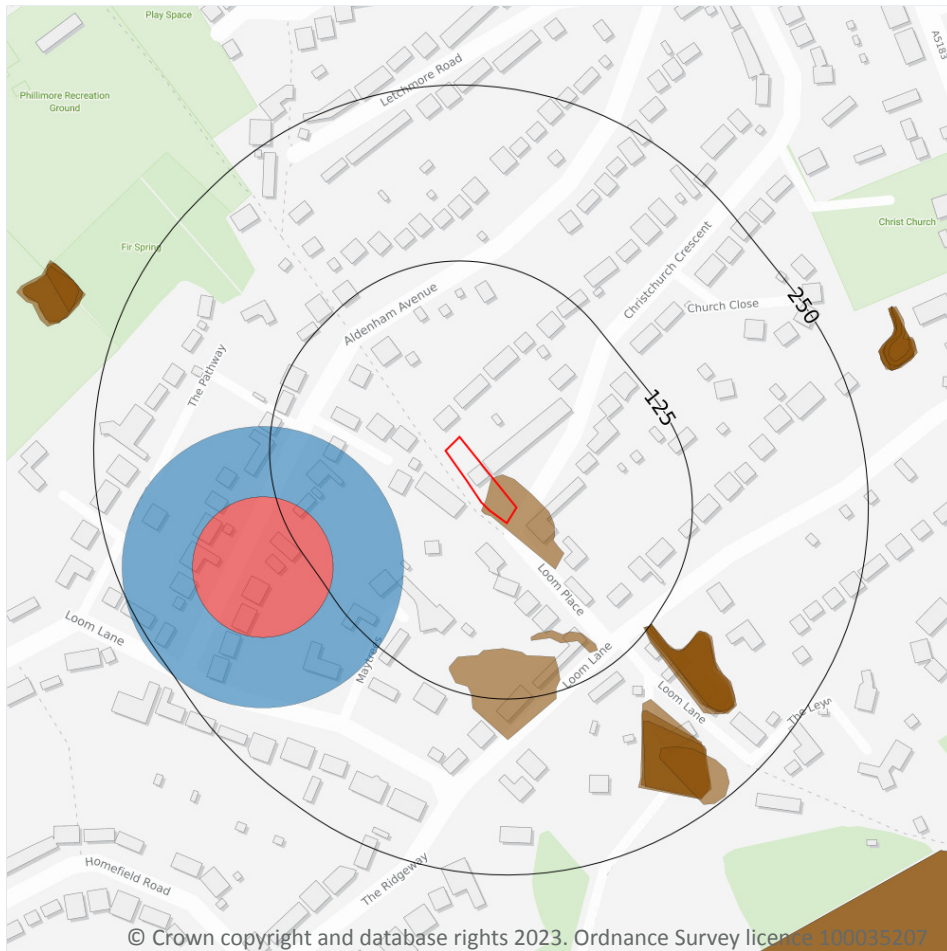
— Site Outline  
Search buffers in metres (m)

- High
- Moderate - High
- Moderate
- Low
- Negligible

Ambiental data indicates that the property is in an area with a moderate risk of groundwater flooding. Should a 1 in 100-year groundwater flood event occur, groundwater levels may affect basement areas. Properties without basements are not considered to be at risk from this level of groundwater flooding.

Some of the responses contained in this report are based on data and information provided by the Natural Environment Research Council (NERC) or its component body British Geological Survey (BGS). Your use of any information contained in this report which is derived from or based upon such data and information is at your own risk. Neither NERC nor BGS gives any warranty, condition or representation as to the quality, accuracy or completeness of such information and all liability (including for negligence) arising from its use is excluded to the fullest extent permitted by law. Your use of the data/report/assessment constitutes your agreement to bring no claim against NERC or BGS in connection with it.

## Ground stability / Non-natural ground subsidence



— Site Outline

Search buffers in metres (m)

■ Infilled Land

Mining hazards:

■ Highly likely

■ Likely

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### Mining cavities

There is a hole or cavity caused by mining close to the property. Such mining cavities may cause ground stability problems such as subsidence, surface collapses, mass movement and landslides, depending on the style of mining used. However, this does not confirm whether the property will be directly affected.

Please see **page 2** for further advice.

Distance	Direction	Address	Bedrock Deposits	Type of Mining
206 m	SW	Radlett, Hertfordshire	Lambeth Group, Upper Chalk Formation	Chalk

The above Mining Cavities information is provided by Stantec UK Ltd.

## Infilled land

Maps suggest the property is located on a previous pond, quarry, mine, landfill or other hole in the land. These land cavities are often filled in with various materials and this can cause structural problems, although such events are rare. Groundsure's experts recommend that you check whether your structural surveys have taken this into account.

Please see **page 2** for further advice.

Distance	Direction	Use	Date
0	on site	Gravel Pit	1913

Groundsure's experts systematically analyse historical maps, which can highlight areas that, over time, may have been filled with various materials. The materials used are usually safe, although in some cases contaminative materials may also have been used. Past ground workings have been identified at the site. These workings may be associated with railway cuttings or other ground engineering but may also indicate mining activity. Information is taken from features identified on Ordnance Survey historical maps, which do not indicate the distance or direction that mines extend beneath the surface. For example, features such as mine shafts only indicate the entrance to a mine. From this, we may infer the potential for underground features to extend outward from this point. Some features within this database may also relate to non-mining underground activities e.g. air shafts for underground railways.

## Energy summary



The property has been identified to lie within 5km of one or more solar energy features or within 10km of one or more wind energy features.

If required, full details on these energy features including a detailed location plan relative to the property are available when you purchase a Groundsure Energy and Transportation Report via your preferred searches provider.



### Oil and gas

No historical, active or planned wells or extraction areas have been identified near the property.

**Oil and gas areas**  
**Oil and gas wells**

**Not identified**  
**Not identified**



### Wind and Solar

Our search of existing and planned renewable wind and solar infrastructure has identified results.

**Planned Multiple Wind Turbines**

**Identified**

**Planned Single Wind Turbines**

**Not identified**

**Existing Wind Turbines**

**Identified**

**Proposed Solar Farms**

**Identified**

**Existing Solar Farms**

**Identified**



### Energy Infrastructure

Our search of major energy transmission or generation infrastructure and nationally significant infrastructure projects has not identified results.

**Power stations**

**Not identified**

**Energy Infrastructure Projects**

**Not identified**

**Not identified**





## Transportation summary



The property has not been identified to lie within the specified distance of one or more of the transportation features detailed below.

If required, full details on these transportation features including a detailed location plan relative to the property are available when you purchase a Groundsure Energy and Transportation Report via your preferred searches provider.

### HS2

No results for Phase 1 or Phase 2 of the HS2 project (including the 2016 amendments) have been identified within 5km of the property. However, HS2 routes are still under consultation and exact alignments may change in the future.

Visual assessments are only provided by Groundsure if the property is within 2km of Phase 1 and 2a. Other assessments may be available from HS2.

<b>HS2 Route</b>	<b>Not identified</b>
<b>HS2 Safeguarding</b>	<b>Not identified</b>
<b>HS2 Stations</b>	<b>Not identified</b>
<b>HS2 Depots</b>	<b>Not identified</b>
<b>HS2 Noise</b>	<b>Not assessed</b>
<b>HS2 Visual impact</b>	<b>Not assessed</b>

### Crossrail

The property is not within 250 metres of either the Crossrail 1 or Crossrail 2 project.

<b>Crossrail 1 Route</b>	<b>Not identified</b>
<b>Crossrail 1 Stations</b>	<b>Not identified</b>
<b>Crossrail 2 Route</b>	<b>Not identified</b>
<b>Crossrail 2 Stations</b>	<b>Not identified</b>
<b>Crossrail 2 Worksites</b>	<b>Not identified</b>
<b>Crossrail 2 Safeguarding</b>	<b>Not identified</b>
<b>Crossrail 2 Headhouse</b>	<b>Not identified</b>

### Other Railways

The property is not within 250 metres of any active or former railways, subway lines, DLR lines, subway stations or railway stations.

<b>Active Railways and Tunnels</b>	<b>Not identified</b>
<b>Historical Railways and Tunnels</b>	<b>Not identified</b>
<b>Railway and Tube Stations</b>	<b>Not identified</b>
<b>Underground</b>	<b>Not identified</b>

## Planning summary



### Planning Applications

Using Local Authority planning information supplied and processed by Glenigan dating back 10 years, this information is designed to help you understand possible changes to the area around the property. Please note that even successful applications may not have been constructed and new applications for a site can be made if a previous one has failed. We advise that you use this information in conjunction with a visit to the property and seek further expert advice if you are concerned or considering development yourself.

### 181 Total applications

This total includes large developments within 750 m, small developments within 500 m and house extensions within 250 m. If required, full details on these applications including a detailed location plan relative to the property are available when you purchase a Groundsure Planning Report via your preferred searches provider.



### Planning constraints

Protected areas have been identified within 50 metres of the property.

Please see **page 11** for details of the identified issues.

**Environmental Protected Areas** Not identified  
**Visual and Cultural Protected Areas** Identified



### Telecoms

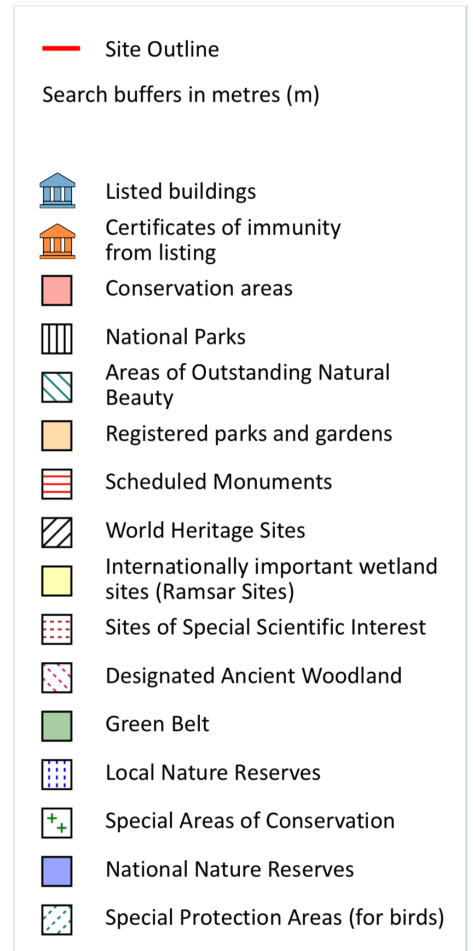
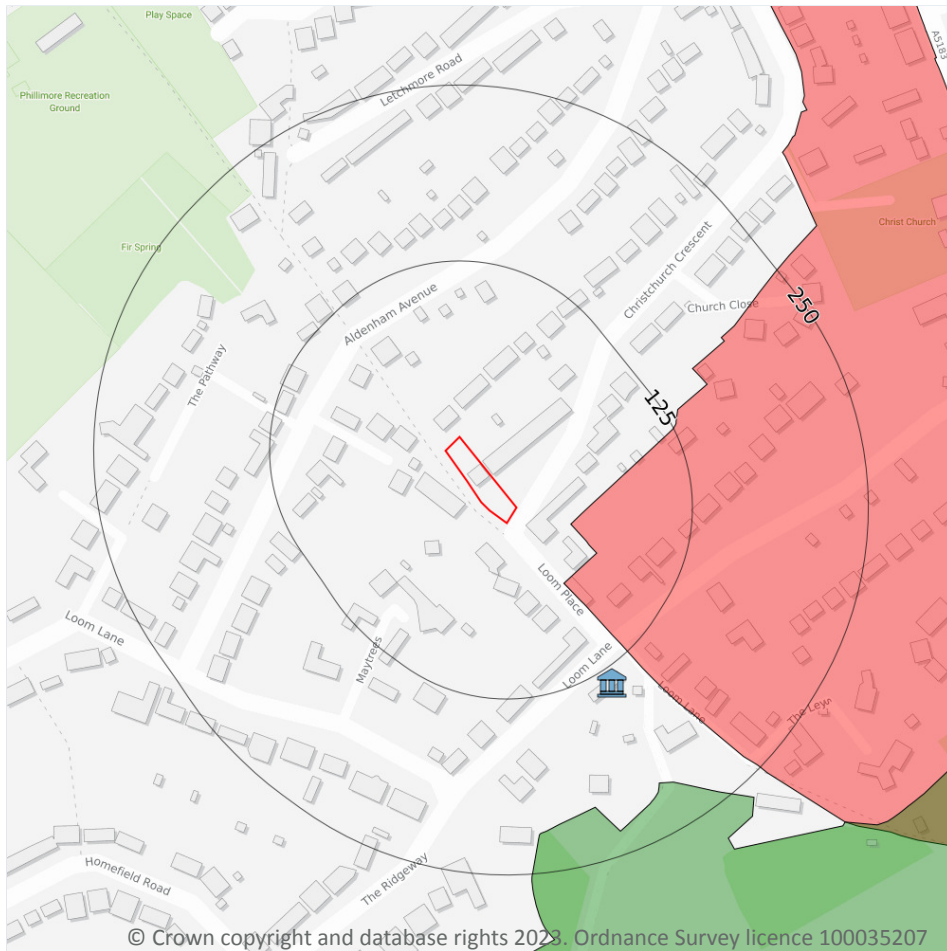
There are no mobile masts, mobile phone base stations or planning applications for mobile masts identified within 250 metres of the property.

**Mobile phone masts**

Not identified



## Planning constraints



### Conservation Areas

Conservation Areas exist to protect special architecture and historic interest in an area. It may mean that the property is located in or close to a beautiful or architecturally interesting place to live. There may be extra planning controls restricting some development. This particularly applies to developing the outside of the building and any trees at the property.

Distance	Direction	Name	District
40 m	SE	Radlett South, Hertsmere	Hertsmere

This data is sourced from Historic England and Local Authorities. For more information please see <https://historicengland.org.uk/listing/what-is-designation/local/conservation-areas/>.

## Datasets searched

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow.

<b>Contaminated Land</b>		<b>Contaminated Land</b>	
Former industrial land use (1:10,560 and 1:10,000 scale)	Not identified	Dangerous industrial substances (D.S.I. List 2)	Not identified
Former tanks	Not identified	Pollution incidents	Not identified
Former energy features	Not identified	<b>Flooding</b>	
Former petrol stations	Not identified	Risk of flooding from rivers and the sea	Not identified
Former garages	Not identified	Flood storage areas: part of floodplain	Not identified
Former military land	Not identified	Historical flood areas	Not identified
Former landfill (from Local Authority and historical mapping records)	Not identified	Areas benefiting from flood defences	Not identified
Waste site no longer in use	Not identified	Flood defences	Not identified
Active or recent landfill	Not identified	Proposed flood defences	Not identified
Former landfill (from Environment Agency Records)	Not identified	Surface water flood risk	Not identified
Active or recent licensed waste sites	Not identified	<b>Groundwater flooding</b>	<b>Identified</b>
Recent industrial land uses	Not identified	<b>Natural ground subsidence</b>	
Current or recent petrol stations	Not identified	Natural ground subsidence	Not identified
Hazardous substance storage/usage	Not identified	Natural geological cavities	Not identified
Sites designated as Contaminated Land	Not identified	<b>Non-natural ground subsidence</b>	
Historical licensed industrial activities	Not identified	Coal mining	Not identified
Current or recent licensed industrial activities	Not identified	Non-coal mining	Not identified
Local Authority licensed pollutant release	Not identified	<b>Mining cavities</b>	<b>Identified</b>
Pollutant release to surface waters	Not identified	<b>Infilled land</b>	<b>Identified</b>
Pollutant release to public sewer	Not identified	<b>Radon</b>	
Dangerous industrial substances (D.S.I. List 1)	Not identified	Radon	Not identified

## Energy

Electricity transmission lines and pylons Not identified

## Planning constraints

Sites of Special Scientific Interest Not identified

Internationally important wetland sites  
(Ramsar Sites) Not identified

Special Areas of Conservation Not identified

Special Protection Areas (for birds) Not identified

National Nature Reserves Not identified

Local Nature Reserves Not identified

Designated Ancient Woodland Not identified

Green Belt Not identified

World Heritage Sites Not identified

Areas of Outstanding Natural Beauty Not identified

National Parks Not identified

## Conservation Areas Identified

Listed Buildings Not identified

Certificates of Immunity from Listing Not identified

Scheduled Monuments Not identified

Registered Parks and Gardens Not identified

## Planning

Mobile phone masts Not identified

Mobile phone masts planning records Not identified

## Contaminated land liability assessment methodology

As part of this report Groundsure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part 2A of the Environmental Protection Act 1990. This assessment is based on the following data:

- historical land use (compiled from 1:10,000 and 1:10,560 maps)
- petrol stations, garages, energy features and tanks (compiled from 1:1,250 and 1:2,500 maps) – for selected areas.
- historic military / ordnance sites
- landfill and waste transfer/treatment or disposal sites (including scrap yards)
- current and recent industrial uses (as defined by PointX data)
- Catalyst petrol station
- Part A(1), Part A(2) and Part B Authorisations
- sites determined as Contaminated Land under Part 2A EPA 1990
- Planning Hazardous Substance Consents
- Environment Agency Recorded Pollution Incidents
- Dangerous Substances Inventory Releases (DSI)
- Red List Discharge Consent

The level of risk associated with the property is either Passed or Action Required. If the report result is Action Required it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required.

### Method Statement

In assessing specific site risk, Groundsure follows principles used extensively throughout the environmental consultancy sector. Our system looks at the potential for specific industries to have generated residual contamination and for this contamination to remain at a site, or to have migrated to neighbouring sites. Sites are scored based on this system and if a site scores highly it indicates a high level of risk.

### Limitations of the Study

This report has been prepared with the assumption that the site is in residential use and that no significant (re)development is planned. The screening process reviews historical mapping and a range of current databases. The historical land use database reviewed for this study does NOT include 1:2,500 or 1:1,250 scale maps except for Groundsure's additional information database of selected features namely tanks, energy features, petrol filling stations and garages. This additional information database covers the majority of the UK, but not all. Where 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to Groundsure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

## Flood information

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by Groundsure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. Groundsure's overall flood risk assessment takes account of the cumulative risk of river and coastal data, historic flood events and areas benefiting from flood defences provided by the Environment Agency/Natural Resources Wales (in England and Wales) and surface water (pluvial) and groundwater flooding provided by Ambient Risk Analytics. In Scotland the river and coastal flood models are also provided by Ambient Risk Analytics.

## Risk of flooding from rivers and the sea

This is an assessment of flood risk for England and Wales produced using local data and expertise, provided by the Environment Agency (RoFRaS model) and Natural Resources Wales (FRAW model). It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The model uses local water level and flood defence data to model flood risk.

The categories associated with the Environment Agency and Natural Resources Wales models are as follows:

RoFRaS (rivers and sea) and FRAW (rivers):

**Very Low** - The chance of flooding from rivers or the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

**Low** - The chance of flooding from rivers or the sea is considered to be less than 1 in 100 (1%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

**Medium** - The chance of flooding from rivers or the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 100 (1%) in any given year.

**High** - The chance of flooding from rivers or the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

FRAW (sea):

**Very Low** - The chance of flooding from the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

**Low** - The chance of flooding from the sea is considered to be less than 1 in 200 (0.5%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

**Medium** - The chance of flooding from the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 200 (0.5%) in any given year.

**High** - The chance of flooding from the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

## Historic flood events

Over 86,000 events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

## Surface water flooding

Ambiental Risk Analytics surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 30 year, 1 in 100 year, 1 in 250 year and 1 in 1000 year rainfall events. The flood risks for these rainfall events are reported where the depth would be greater than the threshold for a standard property to modern building standards. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

## Proposed flood defences

The data includes all Environment Agency/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards.

## Flood storage areas

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and Environment Agency/Natural Resources Wales, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

## Groundwater flooding

Groundwater flooding is flooding caused by unusually high groundwater levels. It occurs as excess water emerging at the ground surface or within underground structures such as basements. Groundwater flooding tends to be more persistent than surface water flooding, in some cases lasting for weeks or months, and it can result in significant damage to property. This risk assessment is based on a 5m Digital Terrain Model (DTM) and 1 in 100 year and 1 in 250 year return periods.

## Ambiental FloodScore™ insurance rating

The property has been rated as **Very Low** risk.

Ambiental's FloodScore™ risk rating gives an indicative assessment of the potential insurance risk classification from flooding, which can provide an indication of how likely it is that a property's policy will be ceded to Flood Re. The assessment is based on Ambiental's river, tidal and surface water flood data and other factors which some insurers may use in their assessment are not included.

Flood Re is a re-insurance scheme that makes flood cover more widely available and affordable as part of your residential property home insurance. Properties at higher risk of flooding may have the flood part of their policy ceded to Flood Re by their insurer. It is important to understand that Flood Re does not apply to all situations. Exclusions from Flood Re includes properties constructed after 1 January 2009; properties not within domestic Council Tax bands A to H (or equivalent); commercial properties, certain buy to let scenarios and buildings comprising four or more residential units. A full list of the exemptions can be found on the Flood Re website (<https://www.floodre.co.uk/can-flood-re-help-me/eligibility-criteria/>).

The Ambiental FloodScore™ insurance rating is classified into six different bandings:

**Very High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a very high possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a high possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**Moderate-High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a moderate possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**Moderate** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a low possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, unless the property has flooded in the past.

**Low** indicates a level of risk that is likely to mean standard cover and premiums are available for flood cover. There is a low possibility the cover for flooding at the property will be ceded into the Flood Re scheme, unless the property has flooded in the past.

**Very Low** indicates a level of flood risk that should not have any impact on the provision of flood cover for the property.

## Conservation Area data limitations

Please note the Conservation Area data is provided by Historic England and individual Local Authorities. Due to different methodologies used by different Local Authorities the data may be incomplete. We recommend reviewing your local search for confirmation.

## Subsidence data limitations

The natural ground subsidence assessment is based on the British Geological Survey's GeoSure data. GeoSure is a natural ground stability hazard susceptibility dataset, based on the characteristics of the underlying geology, rather than an assessment of risk. A hazard is defined as a potentially damaging event or phenomenon, whereas a risk is defined as the likelihood of the hazard impacting people, property or capital. The GeoSure dataset consists of six data layers for each type of natural ground subsidence hazard. These are shrink-swell clay, landslide, compressible ground, collapsible ground, dissolution of soluble rock and running sand. Each hazard is then provided with a rating on its potential to cause natural ground subsidence. This rating goes from A-E, with A being the lowest hazard, E being the highest. Groundsure represent full GeoSure data as either Negligible (ratings of A), Very Low (ratings



of B), Low (C), Moderate (D) or High (E). Where GeoSure Basic is instead used, ratings are displayed as Negligible-Very Low (A or B ratings), Low (C) or Moderate-High (D or E). The GeoSure data only takes into account the geological characteristics at a site. It does not take into account any additional factors such as the characteristics of buildings, local vegetation including trees or seasonal changes in the soil moisture content which can be related to local factors such as rainfall and local drainage. These factors should be considered as part of a structural survey of the property carried out by a competent structural surveyor. For more information on the "typical safe distance" trees should be from a property please see this guide:  
<https://www.abi.org.uk/globalassets/sitecore/files/documents/publications/public/migrated/home/protecting-your-home-from-subsidence-damage.pdf>

## Conveyancing Information Executive and our terms & conditions

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- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.

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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 up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Standards.

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### COMPLAINTS PROCEDURE: If you want to make a complaint, we will:

- acknowledge it within 5 working days of receipt
- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to:

Operations Director, Groundsure Ltd, Sovereign House, Church Street, Brighton, BN1 1UJ. Tel: 08444 159 000. Email: [info@groundsure.com](mailto:info@groundsure.com) If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: [admin@tpos.co.uk](mailto:admin@tpos.co.uk) We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

Groundsure's Terms and Conditions can be viewed online at this link: <https://www.groundsure.com/terms-and-conditions-jan-2020/>

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## Data providers

Groundsure works with respected data providers to bring you the most relevant and accurate information in your Homescreen report. To find out who they are and their areas of expertise see <https://www.groundsure.com/sources-reference>.

# Energy performance certificate (EPC)

30 Christchurch Crescent  
RADLETT  
WD7 8AJ

Energy rating

**E**

Valid until: **26 September 2032**

Certificate number: **6232-7628-1100-0524-9226**

## Property type

Detached house

## Total floor area

213 square metres

## Rules on letting this property

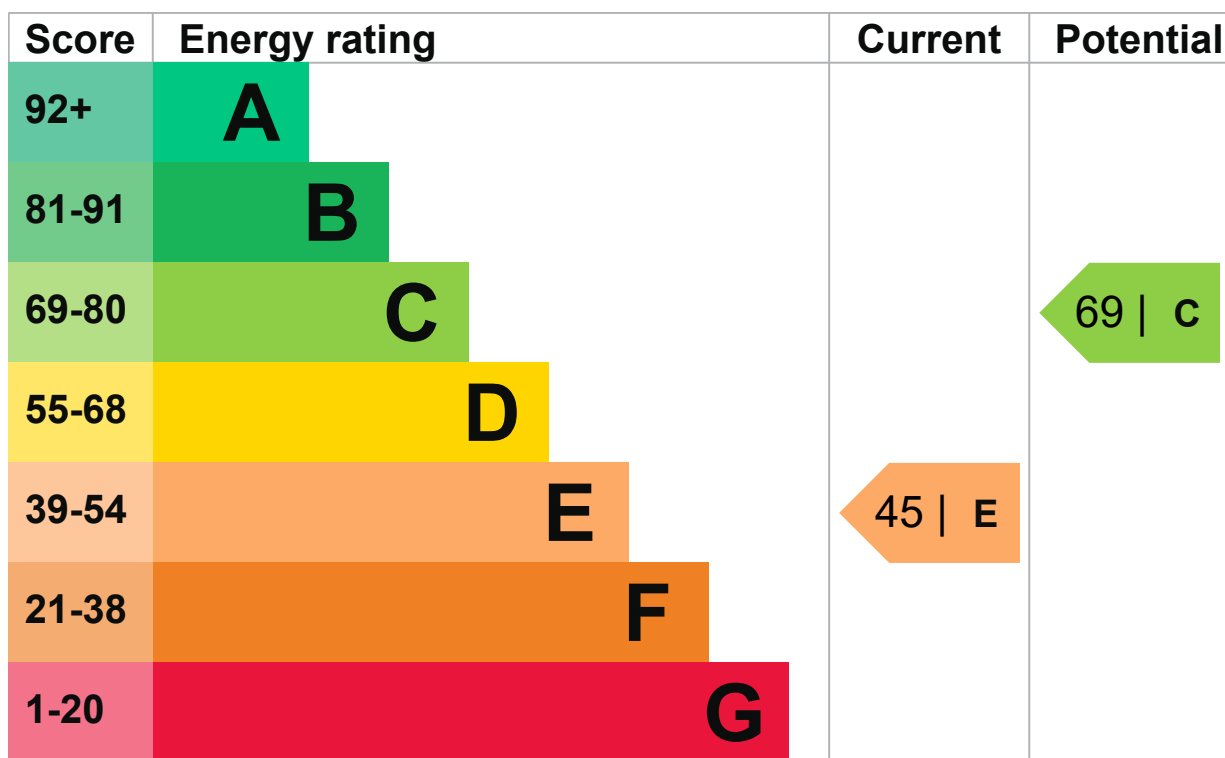
Properties can be let if they have an energy rating from A to E.

You can read [guidance for landlords on the regulations and exemptions \(https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance\)](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

## Energy efficiency rating for this property

This property's current energy rating is E. It has the potential to be C.

[See how to improve this property's energy performance.](#)



The graph shows this property's current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in England and Wales:

- the average energy rating is D
- the average energy score is 60

### Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says "assumed", it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Cavity wall, as built, no insulation (assumed)	Poor
Roof	Pitched, no insulation (assumed)	Very poor
Roof	Roof room(s), no insulation (assumed)	Very poor

Feature	Description	Rating
Window	Fully double glazed	Average
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer and room thermostat	Average
Hot water	From main system	Good
Lighting	Low energy lighting in 86% of fixed outlets	Very good
Floor	Suspended, no insulation (assumed)	N/A
Secondary heating	Room heaters, electric	N/A

## Primary energy use

The primary energy use for this property per year is 323 kilowatt hours per square metre (kWh/m<sup>2</sup>).

► [What is primary energy use?](#)

## Additional information

Additional information about this property:

- Cavity fill is recommended

## Environmental impact of this property

This property's current environmental impact rating is E. It has the potential to be D.

Properties are rated in a scale from A to G based on how much carbon dioxide (CO<sub>2</sub>) they produce.

Properties with an A rating produce less CO<sub>2</sub> than G rated properties.

## An average household produces

6 tonnes of CO<sub>2</sub>

## This property produces

12.0 tonnes of CO<sub>2</sub>

## This property's potential production

6.5 tonnes of CO<sub>2</sub>

By making the [recommended changes](#), you could reduce this property's CO<sub>2</sub> emissions by 5.5 tonnes per year. This will help to protect the environment.

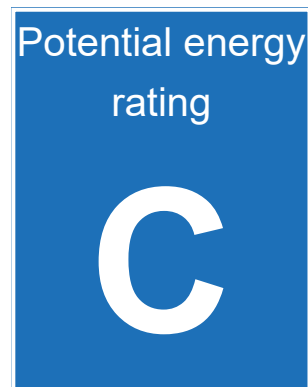
Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

## Improve this property's energy performance

By following our step by step recommendations you could reduce this property's energy use and potentially save money.

Carrying out these changes in order will improve the property's energy rating and score from E (45) to C (69).

► [Do I need to follow these steps in order?](#)



### Step 1: Room-in-roof insulation

Typical installation cost

£1,500 - £2,700

Typical yearly saving

£391

Potential rating after completing step 1

53 | E

### Step 2: Cavity wall insulation

Typical installation cost

£500 - £1,500

Typical yearly saving

£288

Potential rating after completing steps 1 and 2

58 | D

### Step 3: Floor insulation (suspended floor)

Typical installation cost

£800 - £1,200

Typical yearly saving

£128

Potential rating after completing steps 1 to 3

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## Step 4: Heating controls (thermostatic radiator valves)

Heating controls (TRVs)

**Typical installation cost**

£350 - £450

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**Typical yearly saving**

£100

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**Potential rating after completing steps 1 to 4**

63 | D

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## Step 5: Solar water heating

**Typical installation cost**

£4,000 - £6,000

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**Typical yearly saving**

£50

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**Potential rating after completing steps 1 to 5**

64 | D

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## Step 6: Solar photovoltaic panels, 2.5 kWp

**Typical installation cost**

£3,500 - £5,500

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**Typical yearly saving**

£374

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**Potential rating after completing steps 1 to 6**

69 | C

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# Paying for energy improvements

You might be able to get a grant from the [Boiler Upgrade Scheme \(https://www.gov.uk/guidance/check-if-you-may-be-eligible-for-the-boiler-upgrade-scheme-from-april-2022\)](https://www.gov.uk/guidance/check-if-you-may-be-eligible-for-the-boiler-upgrade-scheme-from-april-2022). This will help you buy a more efficient, low carbon heating system for this property.

## Estimated energy use and potential savings

Based on average energy costs when this EPC was created:

### Estimated yearly energy cost for this property

£2736

### Potential saving if you complete every step in order

£957

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

[Find ways to save energy in your home.](#)

## Heating use in this property

Heating a property usually makes up the majority of energy costs.

### Estimated energy used to heat this property

Type of heating	Estimated energy used
Space heating	39987 kWh per year
Water heating	3407 kWh per year

### Potential energy savings by installing insulation

Type of insulation	Amount of energy saved
Loft insulation	4288 kWh per year
Cavity wall insulation	4734 kWh per year
Solid wall insulation	787 kWh per year

## Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

If you are still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

## Assessor contact details



**Assessor's name**

Stephen Eliot

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**Telephone**

01992304661

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**Email**

[info@ci5ltd.co.uk](mailto:info@ci5ltd.co.uk)

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**Accreditation scheme contact details****Accreditation scheme**

Elmhurst Energy Systems Ltd

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**Assessor ID**

EES/020561

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**Telephone**

01455 883 250

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**Email**

[enquiries@elmhurstenergy.co.uk](mailto:enquiries@elmhurstenergy.co.uk)

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**Assessment details****Assessor's declaration**

No related party

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**Date of assessment**

24 August 2022

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**Date of certificate**

27 September 2022

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**Type of assessment**

▶ [RdSAP](#)

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## Other certificates for this property

If you are aware of previous certificates for this property and they are not listed here, please contact us at [dluhc.digital-services@levellingup.gov.uk](mailto:dluhc.digital-services@levellingup.gov.uk) or call our helpdesk on 020 3829 0748 (Monday to Friday, 9am to 5pm).

There are no related certificates for this property.