

Home Information Pack Index for



Flat 23
15 South Parade
Leeds
West Yorkshire
LS1 5PQ

PART 1 - General - Required Documents

Home Information Pack document	Reason why the document is not included / steps being taken to obtain the document
HIP Index	
HIP index	
Energy assessment	
Energy Performance Certificate	
Sale statement	
Sale statement	
Title information	
Official entry	
Official entry title plan	
Searches	
Local Authority search	
Water and drainage search	



Home Information Pack Index

Leasehold properties

Home Information Pack document	Included <input checked="" type="checkbox"/>	Reason why the document is not included / steps being taken to obtain the document
The lease	✓	

Energy Performance Certificate



Flat 23, 15, South Parade
LEEDS
LS1 5PQ

Dwelling Type: Top-floor flat
Date of Assessment: 18/03/2008
Date of Certificate: 18/03/2008
Reference Number: 8468-6627-4920-9518-3096
Total Floor Area: 70 m²

This home's performance is rated in terms of energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92-100) A		
(81-91) B		
(69-80) C	74	76
(55-68) D		
(39-54) E		
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

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

Environmental Impact (CO₂) Rating

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92-100) A		
(81-91) B		
(69-80) C	70	71
(55-68) D		
(39-54) E		
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC	

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

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

	Current	Potential
Energy Use	242 kWh/m ² per year	236 kWh/m ² per year
Carbon dioxide emissions	2.6 tonnes per year	2.5 tonnes per year
Lighting	£65 per year	£33 per year
Heating	£172 per year	£180 per year
Hot water	£113 per year	£113 per year

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

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



Certification mark

Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. For advice on how to take action and to find out about offers available to help make your home more energy efficient, call **0800 512 012** or visit **www.energysavingtrust.org.uk/myhome**

About this document

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

Assessors accreditation number: NGIS705066
Assessors name: Robert George Mawby
Company name/trading name: Energy Reports and Surveys Limited
Address: Unit 2 The Oaks Office Park, Stanney Mill Lane, Little Stanney, Ellesmere Port, CH2 4HY

Phone number: 0845 075 2300
Fax number: 0151 350 6001
E-mail address: EPC@ers-uk.com
Related party disclosure:

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at <http://www.northgate-dea.co.uk/> together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance rating

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

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

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

About the impact of buildings on the environment

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

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

- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure that you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

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

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

Recommended measures to improve the home's energy performance

Flat 23, 15, South Parade
LEEDS
LS1 5PQ

Date of Certificate: 18/03/2008
Reference Number: 8468-6627-4920-9518-3096

Summary of this home's energy performance related features

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

Element	Description	Current Performance	
		Energy Efficiency	Environmental
Walls	System built, with internal insulation	Good	Good
Roof	(another dwelling above)	-	-
Floor	(other premises below)	-	-
Windows	Fully double glazed	Average	Average
Main Heating	Electric storage heaters	Poor	Very poor
Main Heating Controls	Manual charge control	Poor	Poor
Secondary Heating	Room heaters, electric	-	-
Hot Water	Electric immersion, off-peak	Very poor	Poor
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency rating		C 74	
Current environmental impact (CO ₂) rating		C 70	

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental Impact
1 Low energy lighting for all fixed outlets	£24	C 76	C 71
Sub-total	£24		
Higher cost measures			
None			
Total	£24		
Potential energy efficiency rating		C 76	
Potential environmental impact (CO₂) rating		C 71	

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home.

None			
Enhanced energy efficiency rating		C 76	
Enhanced environmental impact (CO₂) rating		C 71	

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

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

Low cost measures (typically up to £500 each)

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

1 Low energy lighting

Replacement of traditional light bulbs with energy saving recommended ones will reduce lighting costs over the lifetime of the bulb, and they last up to 12 times longer than ordinary light bulbs.

Higher cost measures (typically over £500 each)

None

About the further measures to achieve even higher standards

None

Sale statement for



Malcolm Armitage, Carole Ann Armitage
Flat 23
15 South Parade
Leeds
West Yorkshire
LS1 5PQ

	Statement
1. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold
2. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> Registered at Land Registry <input type="checkbox"/> Unregistered
3. Who is selling the property?	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
4. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> subject to occupation where one or more properties in a sub-divided building are marketed for sale as a dwelling property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)

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 WYK683786

Edition date 06.03.2006

- This official copy shows the entries on the register of title on 11 Mar 2008 at 13:15:49.
- 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 Mar 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Nottingham (West) Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- 1 (05.12.2000) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 23, 15 South Parade, Leeds, (LS1 5PQ).

NOTE: Only the fifth floor is included in the title.
- 2 (05.12.2000) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 10 November 2000
Term : 999 years from 29 September 1999
Rent : £260 subject to review and service charge and insurance rent
Parties : (1) K W Linfoot South Parade Limited
(2) 15 South Management Company Limited
(3) Christine Yorath
(4) William Muir Hodges
(5) K W Linfoot Plc
- 3 (05.12.2000) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (05.12.2000) The lessor's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

- 1 (27.01.2004) PROPRIETOR: MALCOLM ARMITAGE and CAROLE ANN ARMITAGE of The Lodge, New Adel Lane, Leeds Ls16 6AR.
- 2 (05.12.2000) RESTRICTION: Except under an order of the registrar no transfer is to be registered unless a solicitor provides a certificate that the terms of clause 10.3 of the Lease dated 10 November 2000 have been complied with.
- 3 (27.01.2004) The price stated to have been paid on 15 December 2003 was £165,000.
- 4 (27.01.2004) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the registered lease and of indemnity in respect thereof.
- 5 (27.01.2004) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 15 December 2003 in favour of Mortgage Express referred to in the Charges Register.

C: Charges Register

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

- 1 (05.12.2000) A Indenture affecting the frehold estate dated 29 May 1862 made between (1) Charles Makins and (2) The Leeds Victoria Chambers Co. Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (27.01.2004) REGISTERED CHARGE dated 15 December 2003.
- 3 (27.01.2004) Proprietor: MORTGAGE EXPRESS (Co. Regn. No. 2405490) (an unlimited company) of Endeavour House, 1 Lyonsdown Road, New Barnet, Herts EN5 1HU.
- 4 (27.01.2004) The proprietor of the Charge dated 15 December 2003 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Indenture dated 29 May 1862 referred to in the Charges Register:-

"COVENANT with the said Charles Makins his heirs and assigns that any Building or Buildings to be erected on the said plot of land and hereditaments shall be fronted with stone or tool'd ashler or red dressed bricks and have all the windows fronting to South Parade checked or recessed back and that every such Building or Buildings shall be set in a straight line to the front of South Parade and be not less than three stories and not less than thirty feet high from the ground floor and exclusive of Cellars and that no step or obstruction shall encroach within or upon the line of causeway at the respective fronts of the said plot of land and no erection shall be made within any area in South Parade (except open palisadoes) above the level of the ground and that such area shall not exceed five feet in width and shall at all times hereafter be kept flagged or enclosed with open palisadoes AND FURTHER that no Building or Buildings to be erected on the premises shall be made use of or occupied as a Theatre, Gin Shop, Dyehouse, Slaughterhouse, Glasshouse, Steam Engine House, Distillery or Common Brewhouse or as a place for melting tallow, making candles, boiling soap, burning blood, baking or refining sugar or making glue or as a working shop or place for a Blacksmith, Whitesmith, Tanner, Skinner or Currier or to exercise any other noisome or dangerous

Title number WYK683786

Schedule of restrictive covenants continued

trade therein."

End of register



These are the notes referred to on the following official copy

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

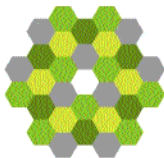
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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

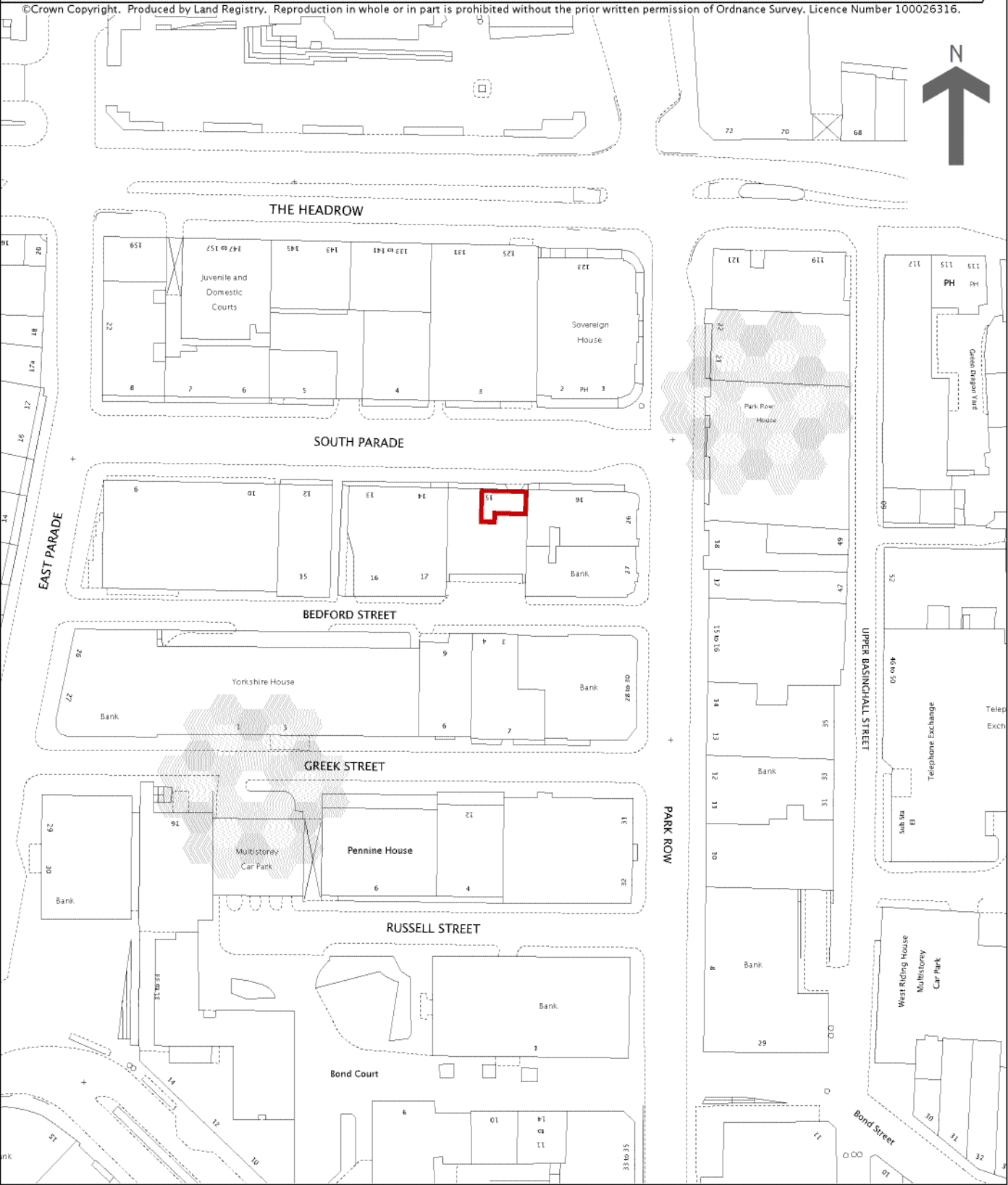
This official copy is issued on 11 March 2008 shows the state of this title plan on 11 March 2008 at 13:15:49. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Nottingham (West) Office .





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HOME INFORMATION PACK

Search Report



Pre Instruction holding office

E-Mail: ecd-1@lmsdx.com; searchresponses@lms.com

Our Reference: **XX/L484000**
 Your Reference: **2309912_69358**
 Report Prepared by: **emcintosh**

Date: **19/03/2008**

REQUESTED FOR

Subjects: Flat 23
 15 South Parade

 Leeds
 LS1 5PQ

Council: **Leeds City Council**Local Authority Code: **4720**Search: **HIP LLC1 & Local Search**

We refer to your enquiry regarding the above noted.
 Please find attached a Search Report for same.

Should you require any further information please
 do not hesitate to contact our Customer Enquiry
 Team on the following number:

Freephone 0800 052 0117

Yours Faithfully

ONESEARCH DIRECT

**SUMMARY OF SEARCH REPORT : 00908891****LLC1 Search**

It is hereby certified that the Search requested above reveals 8 registration/s described in the Schedule hereto and including the date of this certificate

LOCAL Search**3. Planning and Building Regulations**

Planning Permissions, Listed **No**
 Building/Conservation Area Consents

Certificate of Lawfulness of **No**
 Proposed Use or Development

Building Regulation **See main certificate**
 Approvals/Completion Certificates

4. Development PlansPolicies **Yes**Proposals **No**Recommendations **No****5. Roads**

Roads, Footways and Footpaths **Yes**
 Maintained at Public Expense

Other Matters6. Land Required for Public Purposes **No**7. Land to be Acquired for Roadworks **No**8. Drainage Agreements and consents **Not Available**9. Nearby Road Schemes **No**10. Nearby Railway Schemes **Yes**11. Traffic Schemes **No**12. Outstanding Notices **None**13. Contravention of Building Regulations **No**14. Notice, Orders, Directions and Proceedings under Planning Acts **None**15. Conservation Areas not registered as a land charge **No**16. Compulsory Purchase **No**17. Contaminated Land **No**18. Radon Gas **No**

LLC1 Search

Subjects **Flat 23, 15, South Parade, Leeds, LS1 5PQ.**
 Date of Search Report: **19/03/2008**
 Search Report No: **00908891**
 Search Report Prepared by: **emcintosh**

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
H20/153/79/. Granted for 2 illuminated window signs.	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	18/6/1979
H20/476/79/. Granted for 3 non illuminated signs.	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	19/11/1979
20/387/95/FU. Granted for 7 storey office block with 8 basement car parking spaces.	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	16/11/1988
20/113/99/FU. Granted for change of use of offices at first floor and above with additional floor to form 24 flats and rear parking area.	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	26/5/1999
Planning obligation dated 15/12/1999 between Leeds City Council, Commercial development projects Ltd, K.W Linfoot, South Parade Ltd and P.L.T Ltd. Regulating or restricting use of land Section 106 Town & Country Planning Act 1990 Ref: 61922 TLC Ref PR11650	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	22/12/1999
20/198/00/SI. Granted for one halo illuminated fascia sign and 1 internally illuminated projecting sign to restaurant.	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	11/5/2000

20/115/99/FU. Granted for change of use of ground floor and basement offices to bar restaurant.	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	20/12/1999
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04 - Miscellaneous charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Leeds (2) Smoke Control Order. Ref 72651. TLC Ref SM15344.	Leeds City Council	Merrion House 110 Merrion Centre Leeds West Yorkshire LS2 8SH.	31/8/1960

Local Search Enquiries

Subjects **Flat 23, 15, South Parade, Leeds, LS1 5PQ.**
 Date of Search Report: **19/03/2008**
 Search Report No: **00908891**
 Search Report Prepared by: **emcintosh**

Local Search Enquiries deal with entries which affect the subjects of search but which have not been registered as a Land Charge by the Local Authority.

Information relating to applications, consents, designations, notices, orders and other items which are disclosed in the search of the Land Charges will not be duplicated below.

Planning and Building Regulation Decisions and Pending Applications

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

Section 3 (a)	Planning Permissions	None
Section 3 (b)	Listed Building Consents	None
Section 3 (c)	Conservation Area Consents	None
Section 3 (d)	Certificate of lawfulness of existing use or development	None
Section 3 (e)	Certificate of lawfulness of proposed use or development	Not Available
Section 3 (f)	Building Regulations approvals	Not Available
Section 3 (g)	Building Regulations completion certificate	Not Available

Informative

The seller or developer should be asked to provide evidence of compliance with building regulations

Informative

*Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Leeds City Council, Leeds City Council, Civic Hall, Calverley Street, Leeds, LS1 1UR.***

Planning designations and Proposals

4. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?		Yes
2001 Leeds Unitary Development Plan		Adopted August 01
Local Plan Policy	Longstay Commuter Parking Control Area (T28)	
Local Plan Policy	City Centre (CC2)	
Local Plan Policy	City Centre Boundary	
Local Plan Policy	Prime Office Quarter	
Local Plan Policy	Enhanced Pedestrian Routes (CC9, CC11)	
Local Plan Policy	Core Car Parking Policy Area (T28)	
Local Plan Policy	Leeds Plan Boundary	

Roads

5. Which of the roads, footways and footpaths named in the application for this search are:-

(a) Highway Maintainable at Public Expense				Yes
Name	Carriageway	Footway	Footpath	Verge
Bedford Street, Leeds	Public	Public	None	None
South Parade, Leeds	Public	Public	None	None
(b) Subject to adoption and supported by a bond or bond waiver				No
(c) To be made up by a local authority who will reclaim the cost from the frontagers; or				Not Available
(d) To be adopted by a local authority without reclaiming the cost from the frontagers?				Not Available

Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Leeds City Council, Leeds City Council, Civic Hall, Calverley Street, Leeds, LS1 1UR.**

Land Required for Public Purposes

6. Is the property included in land required for Public Purposes? **No**

7. Is the property included in land to be acquired for road works? **No**

8. Do either of the following exist in relation to the property?

- | | |
|--|----------------------|
| (a) An agreement to drain building in combination into an existing sewer by means of a private sewer | Not Available |
| (b) An agreement or consent for:-
i. a building; or
ii. an extension to a building on the property, to be built over in the vicinity of a drain, sewer or disposal main? | Not Available |

Informative

Where a response reads "Not Available" the question could not be answered as the information required was not made available by the relevant Local Authority. For further information, please contact **Leeds City Council, Leeds City Council, Civic Hall, Calverley Street, Leeds, LS1 1UR.**

Nearby Road Schemes

9. Is the property (or will it be) within 200 metres of any of the following?	Not so far as is known
<p>(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;</p> <p>(b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</p> <p>(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving-</p> <p>i) Construction of a roundabout (other than a mini-roundabout); or</p> <p>ii) Widening by construction of one or more additional traffic lanes;</p> <p>(d) The outer limits of-</p> <p>i) Construction of a new road to be built by a local authority</p> <p>ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or</p> <p>iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes</p> <p>(e) The centre line of the proposed route of a new road under proposals published for public consultation; or</p> <p>(f) The outer limits of-</p> <p>i) Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;</p> <p>ii) Construction of a roundabout (other than a mini-roundabout); or</p> <p>iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?</p>	

Nearby Railway Schemes

10. Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?		Yes
Scheme Type	Proposal	Distance to Subjects (metres)
Policy T13: Supertram and Protected Routes	Policy T13 - Supertram: Proposed Line (and Station)	50
	The lines of the proposed Supertram routes to South Leeds, Headingley and East Leeds, and potential station sites, will be reserved and protected.	

Traffic Schemes

11. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property -	Not so far as is known
<p>(a) Permanent stopping up or diversion;</p> <p>(b) Waiting or loading restrictions</p> <p>(c) One way driving</p> <p>(d) Prohibition of driving</p> <p>(e) Pedestrianisation</p> <p>(f) Vehicle width or weight restrictions</p> <p>(g) Traffic calming works including road humps</p> <p>(h) Residents parking controls</p> <p>(i) Minor road widening or improvement</p> <p>(j) Pedestrian crossings</p> <p>(k) Cycle tracks; or</p> <p>(l) Bridge building?</p>	

Outstanding Notices

12. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule- (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health?	Not so far as is known
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Contravention of Building Regulations

13. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No
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Notices, Orders, Directions and Proceedings under Planning Acts

14. Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following-	
(a) Enforcement Notice	None
(b) Stop Notice	None
(c) Listed Building Enforcement Notice	None
(d) Breach of Condition Notice	None
(e) Planning Contravention Notice	None
(f) Other Notice relating to breach of planning control	None
(g) Listed Buildings Repair Notice	None
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	None
(i) A Building Preservation Notice	None
(j) A direction restricting permitted development	None
(k) An order revoking or modifying permission	None
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	None
(m) A Tree Preservation Order	None

(n)	Proceedings to enforce a planning agreement or planning contribution	None
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Conservation Areas

15. Do the following apply in relation to the property-	No
a) The making of the area a Conservation Area before 31st August 1974; or	
b) An unimplemented resolution to designate the area a Conservation Area?	

Compulsory Purchase

16. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	Not so far as is known
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Contaminated Land

17. 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- a) A contaminated land notice; b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 - I) A decision to make an entry; or II) An entry; or c) Consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice?	No
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Informative

A negative reply does not imply that the property is free from contamination or from risk to it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.

The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class 'B' "Appropriate Person."

Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated area. Registers of remediation notices and contaminated land identified under s.78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.

As part of the OneSearch Local Search we will inspect the remediation register where available

Radon Gas

18. Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency (a body established under section 1 of the Health Protection Agency Act 2004)?

No

No. The property is in an area where less than 1% of homes are estimated to be at or above the Action Level.

Informative

"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the Health Protection Agency which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).

The areas are identified from radiological evidence and are periodically reviewed by the Health Protection Agency or its predecessor the National Radiation Protection Board. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your Home Information Pack

HIP Provider:

LMS

Solicitor/Conveyancer:

Pre Instruction holding office

The following individuals were responsible for inspecting relevant records and preparing this report on behalf of OneSearch Direct

Search Prepared by:

emcintosh

Local Authority Records Inspected by:

Emma Oliver

Notes

In this section "Subjects" means the property to which this Search Report relates.

The Search Company

1. This Search Report was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct is a registered trade mark of SPH (Scotland) Ltd.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship which it has with any person involved in the sale of the Subjects who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Leeds City Council, Leeds City Council, Civic Hall, Calverley Street, Leeds, LS1 1UR..** The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date set on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the Subjects of the search are disclosed.
7. Planning applications on the Subjects only, have been searched.
8. Where the Search Report shows "Not Available" in response to any question that means the question could not be answered as the information was not made available by the relevant local authority. If, as a result, information in existence prior to the completion of the Search Report is not disclosed and this results in financial loss, a claim may be made under the insurance taken out by OneSearch. (See under Liability and Insurance below)

Definition of Search Terms

9. Definition of Search terms - roads
 - . Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
 - . Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

Legal Issues

10. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch
11. The seller of the Subjects or the person acting as his/her estate agent may copy the Search Report and include it in a Home Information Pack and otherwise copy it as required by the relevant legislation.
12. These terms are enforceable against OneSearch not only by the seller of the Subjects but also by the actual or potential purchaser of, or mortgage lender in respect of, the Subjects, in their own right.

13. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing cs@onesearchdirect.co.uk. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

14. . The local authority will be liable for any negligent or incorrect entry in the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.
15. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the Subjects in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
16. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

Yours Faithfully

ONESEARCH DIRECT

OneSearch Direct

Complaints Procedure

Information for customers

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

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

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

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

Customer Services
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP

0800 052 0117



IMPORTANT PROTECTION

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

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

The Code's Main Commitments

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

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

Keeping to the Search Code

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

Contact Details

The Property Codes Compliance Board.

Please contact:

Telephone - 020 7917 1817

Email - info@propertycodes.org.uk <<mailto:info@propertycodes.org.uk>>

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

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

STEWART TITLE LIMITED
Stewart House, Pynes Hill, Exeter, Devon,EX2 5AZ

PERSONAL LOCAL SEARCH INDEMNITY POLICY

BLOCK POLICY

Policyholder: SPH (Scotland) Limited

Policy Number: LSVP/0511/16900

Policy Date: 1 August 2007

This Block Policy of Insurance is granted to the Policyholder under which cover will be granted to an Insured in accordance with the details provided by the Policyholder on the Bordereau referred to within. Cover is subject to the Terms and Conditions and Exclusions of this Block Policy, and any Memoranda endorsed on the Policy. This Policy is effective from the Policy Date and continues until terminated. Cover to the Insured is granted from the date specified in the Bordereau.

Signed for and on behalf of
STEWART TITLE LIMITED

a

Authorised Signatory

DEFINITIONS:

In this Policy, the words and phrases listed below shall have the following meanings:-

Adverse Entry:	<p>Any matter which could have been disclosed in forms LLC1 and CON 29 Parts 1 and 2 (Law Society Copyright 2002 Edition as amended by the Law Society from time to time) which is in existence on or before the Effective Date and which adversely affects the value of the Property but which matter was not disclosed</p> <p>(a) by the Local Authority to the Organisation carrying out the Personal Search due to:-</p> <p>(i) the failure of the Local Authority to provide answers to the questions raised in the Personal Search either because of its failure to make the relevant registers available to the Organisation or a failure to supply relevant information because of its negligence or an error on its part ;or</p> <p>(ii) an incorrect reply being given to the Organisation by the Local Authority either because of its negligence or an error on its part</p> <p>and therefore was not disclosed in the Personal Search; or</p> <p>(b) in the Personal Search to the Insured or anyone acting on behalf of the Insured due to an error or omission on the part of the Organisation.</p>
Bordereau:	<p>The form prescribed by the Company (as amended from time to time) completed by the Policyholder containing details of the transaction covered.</p>
Buyer or Potential Buyer:	<p>The Buyer is the person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation. A Potential Buyer is one who relies upon a Personal Search carried out on behalf of the Seller of the Property by the Organisation in contemplation of buying the Property.</p>
Company	<p>Stewart Title Limited whose registered office is at Stewart House, Pynes Hill, Exeter EX2 5AZ Registered in England No: 2770166.</p>
Deficit:	<p>The amount by which the Lender's proceeds from sale are insufficient to discharge the outstanding balance under the Mortgage Advance as at the date of the sale of the Property inclusive of capital, interest and all costs and expenses properly incurred under the mortgage.</p>
Effective Date:	<p>For a purchase, the date of the Personal Search. For a remortgage the date of completion of the remortgage.</p>
Insured:	<p>For a purchase the Seller, referred to in the Endorsement, the Buyer and the Buyer's Lender and the Potential Buyer. For a remortgage the Lender only.</p>
Lender:	<p>The Lender under any deed of mortgage or legal charge made between a Buyer in a purchase or in a remortgage a borrower and the Lender by which a mortgage advance is secured on the Property .</p>
Local Authority:	<p>The statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Personal Search.</p>
Market Value:	<p>The average of the estimates from two independent Valuers of the open market value (as defined from time to time in the guidelines issued by the Royal Institute of Chartered Surveyors) as at the date that the Company is notified of an Adverse Entry or the date of the sale of the Property by the Insured whichever is the earlier.</p>
Maximum Liability:	<p>(i) Where the transaction is a purchase the purchase price, or</p> <p>(ii) Where the transaction is a remortgage the mortgage advance, or</p> <p>(iii) The liability limit requested by the Insured or its advisors or agents</p> <p>(iv) £2,000,000.00 (unless otherwise agreed in writing)</p> <p>whichever is the lesser</p>
Knowledge:	<p>Actual knowledge not imputed by statute.</p>

Property:	A private residential dwellinghouse situated in England or Wales the address of which is stated in the Bordereau.
Personal Search	A search requested by or on behalf of the Insured in the course of a specific purchase or mortgage or remortgage transaction in response to which the Organisation has undertaken the search and reported the same to the Insured or whoever has requested the search on the Insured's behalf.

COVER:

Where the Insured or Policyholder notifies the Company of an Adverse Entry and, in the case of a Buyer or Potential Buyer suffers a loss as detailed below and in the case of a Lender suffers a Deficit following the sale of the Property

the Company will indemnify:

- (i) The Buyer against a loss being
 - a. The difference between the Market Value of the Property without the Adverse Entry and the Market Value of the Property with the Adverse Entry;
 - b. The amount of any financial charge (s) registered as an Adverse Entry against the Property at the Effective Date;
 - c. Damages, costs and expenses which the Insured may sustain or incur in altering, demolishing and/or reinstating part of the Property ('the Works') in so far as the works are required by the Local Authority following successful enforcement action by it in connection with the Adverse Entry
 - d. Any costs which the Company requires the Insured to expend in mitigating the effect of the Adverse Entry
 - e. Any costs incurred by the Insured in establishing the Market Value which have been previously agreed in writing by the Company.

Where more than one person is included in the definition of Buyer the Company will indemnify the survivor(s) of them and the Personal Representatives of the Buyer subject to the Buyer's previous compliance and to their compliance with the Conditions of this Policy so far as they can apply.

- (ii) The Lender against the lesser of
 - a. The Deficit
 - b. That part of the Deficit which results directly from the difference between the Market Value of the Property without the Adverse Entry and the Market Value with the Adverse Entry

Provided always in either (i) or (ii) above that the liability of the Company shall not exceed the Maximum Liability and provided further that where, in a purchase scenario, both the Buyer and the Lender are the Insured payment to one party shall extinguish the liability of the Company under this Policy to the other.

- (iii) The Potential Buyer against any sums actually expended by the Potential Buyer in contemplation of buying the Property subject to the Maximum Liability.

EXCLUSIONS:

The Company shall not be liable to indemnify the Insured:

- a. In respect of any matter of which the Insured or his legal representative had Knowledge as at the Effective Date or
- b. In respect of any matter which is actually revealed by the Personal Search relating to questions referred to therein or
- c. In respect of any Adverse Entry which arises after the Effective Date or
- d. In respect of any matter which would not have been revealed in any answers to the questions raised in an LLC1 or CON 29 Parts 1 and 2.
- e. Where the cover is in respect of a remortgage the cover provided by this policy will be for the Lender only.

WARRANTIES:

It is warranted by the Organisation that it has supplied a Personal Search in response to a request therefor and that it has supplied a copy of the Policy to those Insured or their legal representatives requesting the same.

CONDITIONS:

1. The Insured, the Organisation or Policyholder shall notify the Company as soon as reasonably practicable of any Adverse Entry which comes to its attention and shall co-operate fully with all reasonable requests of the Company for information and documentation and shall, at the expense of the Company, take any action required by the Company to mitigate any loss or potential loss arising as a result of the Adverse Entry.
2. The Company shall be entitled following reasonable notice in writing to inspect the files and records of the Organisation or the Policyholder relating to this Policy and the Policyholder shall afford to the Company all reasonable assistance in this respect.
3. It is a condition precedent to any liability of the Company to make payment under the Policy that the Organisation, the Policyholder and Insured have observed the warranties and conditions of the Policy as they apply to them and that statements, answers and information supplied in or in connection with the cover provided by this Policy are true.
4. The Policy covers only those Personal Searches which have been declared to the Company in the Bordereau and sent to the Company within 21 days after the end of the calendar month in which the Effective Date falls together with the premium due.
5. If the Insured knowingly makes a claim which is false or fraudulent in any respect the cover provided under this Policy in respect of the Property which is the subject of the claim shall become void with immediate effect.
6. This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
7. Either party may terminate the Policy by giving to the other three calendar months notice in writing. All cover effected up to the date of termination will continue in full force and effect.

SUBROGATION UPON PAYMENT OR SETTLEMENT:

1. Subject to Clause 2. below whenever the Company shall have settled or paid a claim under this Policy, all rights of subrogation shall vest in the Company unaffected by any act of the Insured. The Company shall be subrogated to and be entitled to all rights and remedies that the Insured would have had against any person or property in respect of the claim had this Policy not been issued. The Insured shall, as soon as reasonably practicable after being requested in writing by the Company to do so, permit the Company to institute in the Insured's name any litigation required by the Company against any person firm or company including without limitation the institution of any appeal against any order made in such litigation.
2. In the event that a claim is settled by the Company, the Company shall waive all rights of subrogation it may have against the Insured. However, nothing in this clause shall prevent the Company making a claim against the Insured where:-
 - a. The Insured has acted fraudulently

COMPLAINTS PROCEDURE:

Any enquiry or complaint you may have regarding this insurance may be addressed to:-

**Stewart Title Limited
Stewart House, Pynes Hill
Exeter
EX2 5AZ
Telephone: 01392 680680**

If you are still dissatisfied with the way in which a complaint has been dealt with, you may contact the Insurance Ombudsman Bureau for assistance who address is:-

**Insurance Ombudsman Bureau
City Gate One
135 Park Lane
London
SE1 9EA**

MEMORANDUM OF ENDORSEMENT For Seller Cover

Definitions

The Definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under this Policy as an alternative to those in the Policy

Seller: The Seller of the property who has requested and paid for the Personal Search in order to enable the sale of the Property to the Buyer;

Buyer: The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Personal Search has been undertaken or who relies upon a Personal Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Personal Search.

Completion Date: The date upon which the sale of the Property to the Buyer completed

Offer Price: The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the Completion Date (ii) the highest valuation of the Property obtained by the Seller from an estate agent prior to marketing the property with the estate agent.

Sale Price: The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that :-

The Seller shall have cover starting on the Completion Date for all losses which are a direct consequence of the Local Authority or the Organisation making an error in their reply by revealing a matter which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

Exclusions

The Company shall be not liable to indemnify the Seller in respect of:

- (i) any Error not disclosed in the Personal Search
- (ii) any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage

Conditions

All Conditions referred to in the Policy shall apply

CON29DW

Drainage and Water Enquiry

**Responses as required by the
Home Information Pack (No2) Regulations 2007.**

**Customer:
OneSearch Direct**

**Property:
15 South Parade, Leeds, West Yorkshire, LS1 5PQ**

**Prepared by:
Yorkshire Water Services Ltd. t/a Safe-Move
P.O.Box 99
Bradford
West Yorkshire
BD3 7YB**

Telephone 0800 1 385 385

Facsimile 01274 804086

E-mail safemove@yorkshirewater.com

DX 723020 Bradford 20

General Provisions

In response to the enquiry for drainage and water information, this search report was prepared following examination of Yorkshire Water Services Limited's records held at Western House, Halifax Road, Bradford BD6 2LZ and other summary records derived from the original. Yorkshire Water Services Limited is responsible for the accuracy of the information contained within the search report.

Yorkshire Water Services Limited trading as Safe-Move has carried out enquiries in to the property whose address is detailed on the front page of this report in accordance with its Terms and Conditions of sale which are set out in Appendix 2.

Question 1 - Interpretation of Drainage and Water Enquiry

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

Question 2 - Enquiries and Responses

This search report was completed by Yorkshire Water Services Limited trading as Safe-Move and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries.

In the event of any queries about this report, enquires should be directed to Safe-Move whose contact details can be found below.

Safe-Move has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal complaints procedure including our address for all correspondence is set out below:

Safe-Move Complaints Procedure.

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

Our contact details are:

Safe-Move
PO Box 99
Bradford
BD3 7YB

free phone 0800 1 385 385
e mail: safe-move@yorkshirewater.com

If you call us, we'll try to answer your enquiry or complaint immediately. If we can't we'll arrange to ring you back within an agreed timescale.

If you are not satisfied with the initial response, you should set out the basis of your complaint in writing by email, fax or letter. If you write to us we will look into the problem and reply within 5 working days of receipt.

If we fail to give you a written response within 5 working days Safe-Move will pay you £10.00 regardless of the outcome of your complaint.

On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.

If we consider your complaint to be justified, or we have made an error in your search result, we will automatically refund your search fee. We will also provide you with a revised search and undertake the necessary action to put things right. You will be kept informed of any action required.

If your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay we will automatically refund your search fee.

Finally, If you are still not satisfied with the outcome of your complaint, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate. We'll let you know the outcome of your review within 10 working days.

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

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

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

Question 4 - Does foul water from the property drain to a public sewer?

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

1. Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
2. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
3. 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.
4. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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

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

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

Question 6 - Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

1. 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
2. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.
3. 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.

Question 7 - Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

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

1. The boundary of the property has been determined by reference to the Ordnance Survey record.
2. The presence of a public sewer within the boundary of the property may restrict further development within that boundary. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.
3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

Question 8 - Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

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

1. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the public sewer.
2. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
3. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

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

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

1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
2. Prior to 1997 Yorkshire Water had sewerage arrangements with the Local Authorities as a result of which there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H4 of The Building Regulations 2000 but Yorkshire Water only acts as a consultee and final approval remains with the Building Inspectorate.

Question 10 - 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.

1. The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
2. Assets other than vested water mains may be shown on the plan, for information only.
3. Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.
4. 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.

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

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

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.

Question 12 - Who are the sewerage and water undertakers for the area?

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the sewerage undertaker for the area and Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the water undertaker for the area.

Question 13 - Is the property connected to mains water supply?

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

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

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

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

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

The charges are based on actual volumes of water measured through a water meter.

1. Water and Sewerage Companies full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Company may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
 - watering the garden, other than by hand

- automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
 - a bath with capacity greater than 230 litres
 - a reverse osmosis unit
3. 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)
Web Site: www.ofwat.gov.uk

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

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

1. Water and Sewerage Undertakers full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Water Undertaker may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
 - watering the garden, other than by hand
 - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
 - a bath with capacity greater than 230 litres
 - a reverse osmosis unit
3. It should be noted that a change in the charging basis is not expected if there is no change in use of the property. In the event of any doubt please contact the company responsible for billing the property as detailed in questions 19 and 20.

Question 17 - Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £34.41 for each financial year

1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
2. Where surface water charges are payable but on inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
3. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

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

Records indicate that the property is served by a water meter which is located within the dwelling house which is or forms part of the property, and in particular is located on the stairs.

Question 19 - Who bills the property for sewerage services?

The property is billed for sewerage services by:
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD
0845 1 24 24 24
www.yorkshirewater.com

Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

Question 20 - Who bills the property for water services?

The property is billed for water services by:

Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD
0845 1 24 24 24
www.yorkshirewater.com.

Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

Question 21 - Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

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

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

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

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

1. It should be noted that low water pressure can occur from private water mains, private supply pipes (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private water mains, supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter.
2. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
3. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).
4. 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 main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook.
5. 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
6. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest

peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

7. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
8. One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); 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.
9. Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

Question 23 - Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

The analysis confirmed that tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations, except that :

1 of 156 tests failed to meet the standard for Total Coliforms and 2 of 53 tests failed to meet the standard for Lead. The infringement in respect of Total Coliforms was unrelated and not indicative of contamination of the system. Resamples taken were free from Total Coliforms. The infringements in respect of Lead were minor. Resamples met the prescribed standard. Letters were sent to the customer and Environmental Health. Infringements of the lead standard are generally associated with customers' pipes and the Company is currently optimising its treatment to minimise the take up of lead from lead pipes and solder. The infringements noted present no hazard to public health.

1. Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.
2. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health
3. Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
4. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker for further advice.
5. The Water Undertaker undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.
6. The data collected by the Water Undertaker is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operational can be examined. Further information may be found at www.dwi.gov.uk

Question 24 - Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

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

Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
Please contact the water company detailed in Q12 if you require further information.

Question 25 - Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

The nearest sewage treatment works and its' distance from the property is as shown in the public sewer map supplied.

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

Appendix 1

General Interpretation

1. (1) In this Schedule—

“the 1991 Act” means the Water Industry Act 1991(a);

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

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

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

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

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

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

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

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

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

(b) is not a public sewer;

“drain” means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or

yards appurtenant to buildings within the same curtilage;

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

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

“lateral drain” means—

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

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

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

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

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

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

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

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

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

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

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

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

(d) otherwise;

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

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

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

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

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

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

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

of the property;

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

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

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

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

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

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

APPENDIX 2 - DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

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

Definitions

‘The Company’ means the water service company or their data service provider producing the Report.

‘Order’ means any request completed by the Customer requesting the Report.

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

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

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

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

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

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

Agreement

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope

and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and

the Purchaser as necessary.

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

The Report

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

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

2.3. 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.

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

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

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

Liability

- 3.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company is not responsible.
- 3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company that supplies information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.
- 3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties..
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

Copyright and Confidentiality

- 4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided.
- 4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 4.5 The Customer the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.













Payment

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






General

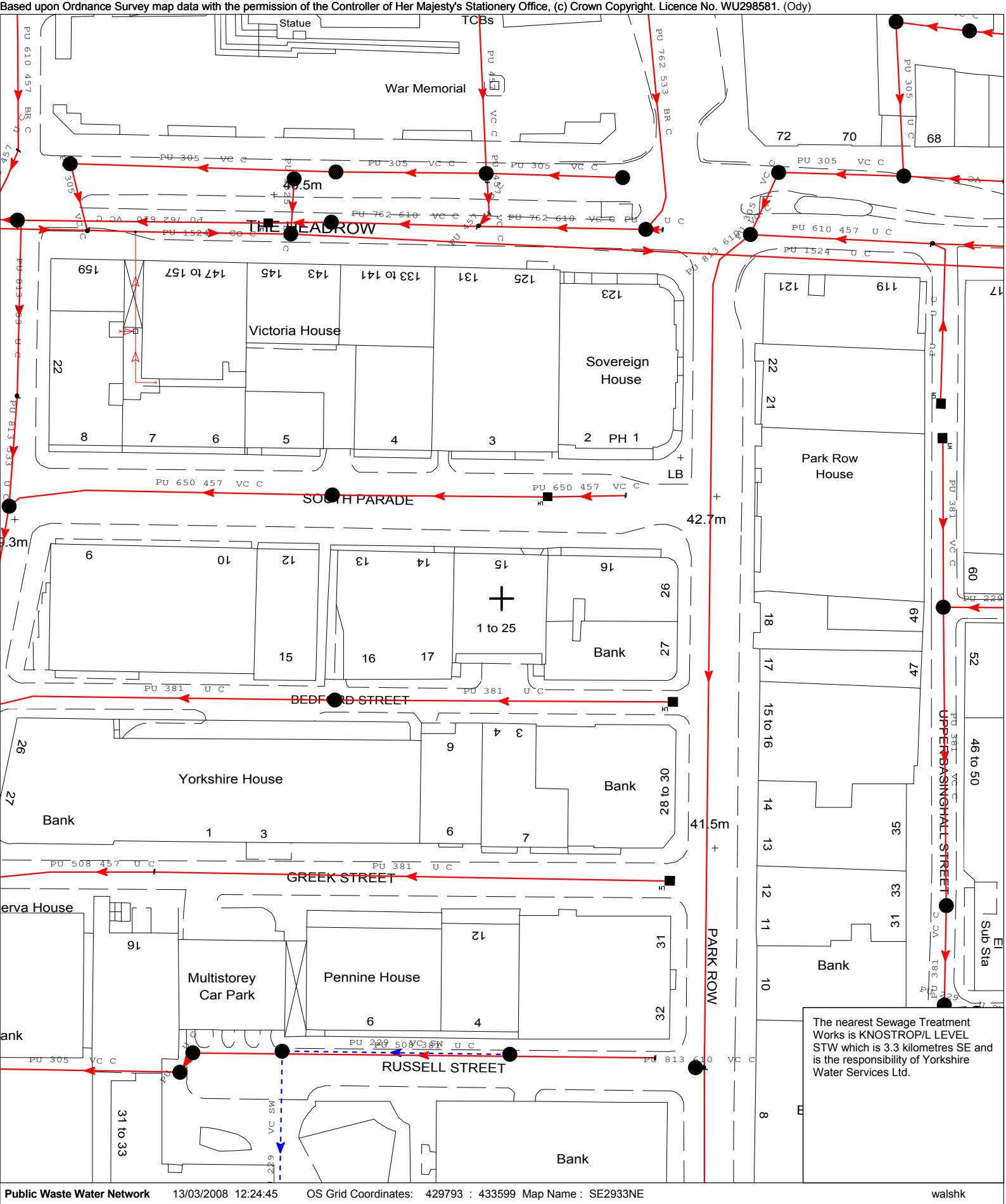
- 6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations
- 6.5 These terms and conditions may be enforced by the Customer, the Client and the Purchaser

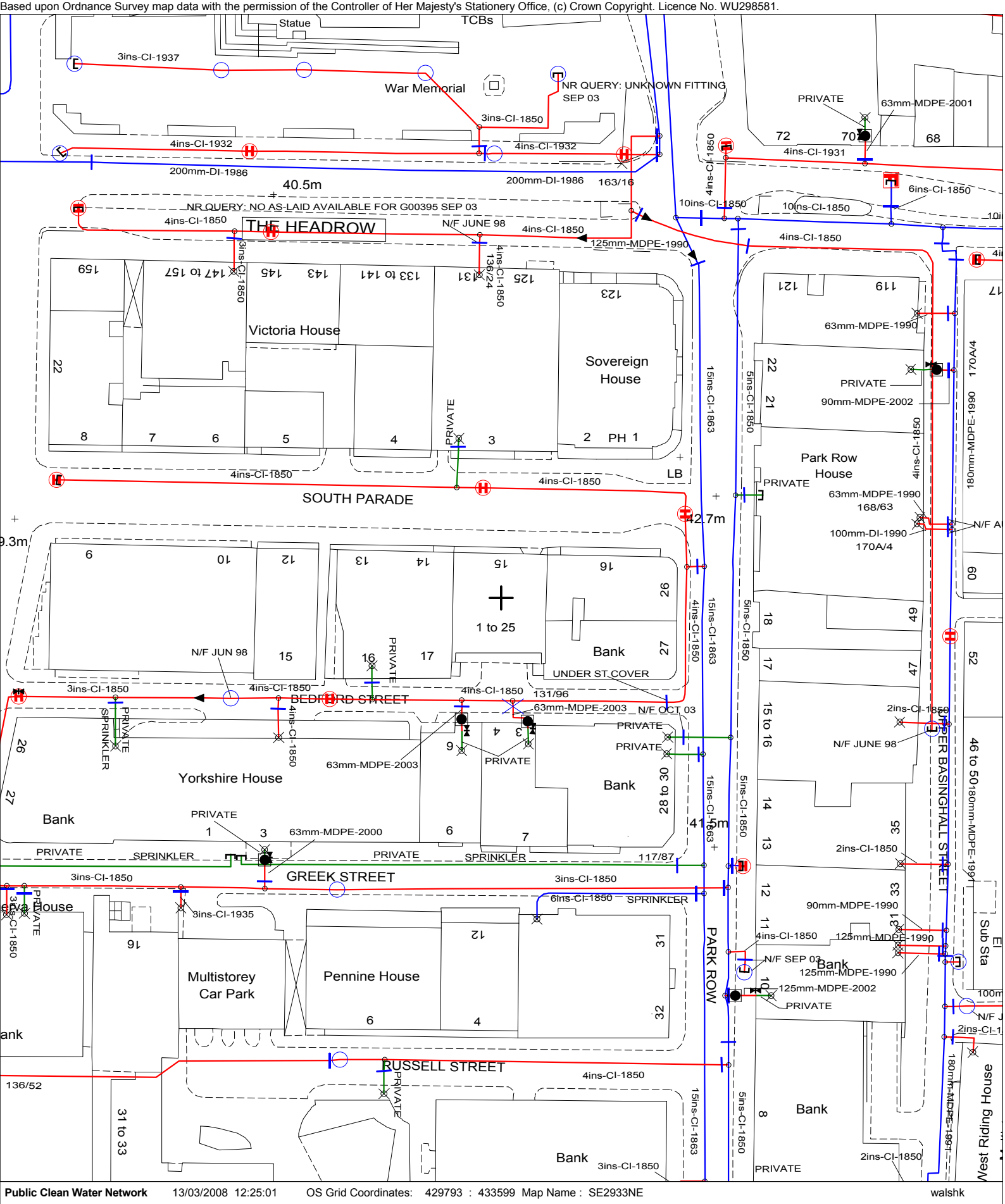
Sewer Legend

	Combined Sewer		S24 Combined Sewer
	Surface Water Sewer		S24 Surface Water Sewer
	Foul Sewer		S24 Foul Sewer
	Section 104 Sewer		Public Rising Main
	Pumping Station		Abandoned Sewer
	Public Sewage Treatment Works		Syphon Sewer & Vacuum Sewer
		+	Property Identifier

Water Legend

	Water Main 4" and below
	Water Main 4" and above
	Raw Water Main
	Private Water Main
	Fire Hydrant
	Pumping Station

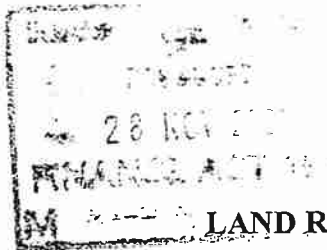




13/03/2008 12:25:01

OS Grid Coordinates: 429793 : 433599 Map Name : SE2933NE

walshk



H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1986



WE CERTIFY THAT THIS
IS A TRUE COPY OF THE
ORIGINAL DOCUMENT
Walker Morns
SOLICITORS LEEDS

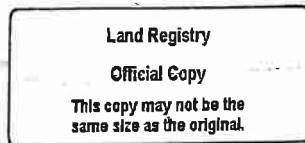
COUNTY AND DISTRICT:

West Yorkshire - Leeds

TITLE NUMBER:

[to be allocated]

PROPERTY:



Flat 21 15 South Parade Leeds (to be known as Flat

23 15 South Parade Leeds LS1)

THIS LEASE is made the 10th day of November 2000

BETWEEN:

1. **K W LINFOOT SOUTH PARADE LIMITED** (Company No. 3748225) whose registered office is situate at Lancaster House James Nicholson Link Clifton Common York YO30 4GR (hereinafter called "the Landlord")
2. **15 SOUTH PARADE MANAGEMENT COMPANY LIMITED** (Company No. 3770105) whose registered office is situate at Lancaster House James Nicholson Link Clifton Common York YO30 4GR hereinafter called "the Management Company")
3. **CHRISTINE YORATH** of 28 The Ring Road Shadwell Leeds (hereinafter called "Mrs Yorath")
4. **WILLIAM MUIR HODGES** of Highlands Farm Bedford Road Northhill Bedfordshire SG18 9AW (hereinafter called "the Tenant")
5. **K W LINFOOT PLC** (Company No. 1634914) whose registered office is situate at Lancaster House James Nicholson Link Clifton Common York YO30 4GR (hereinafter called "Linfoot")

In this Lease the following expressions shall unless the context otherwise requires have the following meanings:-

1. "the Landlord" shall (where the context so admits) include the person or persons for the time being entitled to the reversion immediately expectant upon the determination of the term hereby created including successors in title
2. "the Agreement" shall mean an agreement for the transfer of the Landlord's interest in the Building dated 26 July 1999 made between the Landlord (1) and Linfoot (2)
3. The "First Lease Agreement" shall an agreement for the grant of a lease of the Property dated 23 September 1999 and made between (1) The Landlord and (2) Mrs Yorath
4. The "Second Lease Agreement" shall mean an agreement dated ~~13 Oct 2001~~ 26 Oct and made between (1) Mrs Yorath and (2) the Tenant
5. "the Tenant" shall include the person or persons in whom the term hereby created is from time to time vested whether by assignment devolution in law or otherwise and whenever the expression "the Tenant" shall include more than one person (whether the original Tenant or the Tenant by devolution of title) then the covenants on the part of the Tenant hereinafter contained shall be deemed to be joint and several
6. "the Building" shall mean the property shown edged red on Plan A annexed hereto of which the Property forms part
7. "the Demised Premises" shall mean the property and premises described in the First Schedule hereto being part of the Property together with all additions and improvements at any time and from time to time made thereto and all fixtures of every kind which shall from time to time be in or upon the Demised Premises (whether originally affixed or fastened to or upon the same or otherwise) except such tenant's fixtures as can be

removed from the Demised Premises without defacing the same and (where the context so admits) shall include any part thereof and the easements rights and privileges appurtenant thereto granted or arising thereby

8. "the Flats" shall mean the flats which form part of the Property and "Flat" shall have a corresponding meaning
9. ~~"the Property" shall mean the parts of the basement and ground floor shown edged green~~
on Plan B and the whole of the first second third fourth fifth and sixth floors of the Building
10. "the Common Parts" shall mean the front door footways entranceways halls passages landings staircases roof space binstore pedestrian lift pedestrian lift lobby and pedestrian lift shaft equipment and pedestrian lift motor room, other mechanical and electrical installations smoke detectors, the door entry phone system (if any), any common television aerial and such of the Service Media as are not expressly made the responsibility of the Tenant under this Lease or any other Tenant under any other Lease of any of the Flats and which exclusively serve the Property and all Landlords Fixtures and Fittings which exclusively serve the Property together with the surfaces and finishes of all structural or loadbearing walls and columns and the whole of all non-structural or non loadbearing walls the screed and floor finishes the ceiling finishes and all other internal non structural parts which are not expressly made the responsibility of the Tenant under this Lease or of any other Tenant under any other Lease of any of the Flats and may (where the context so admits) include any part thereof and the easements rights and privileges appurtenant thereto
11. "the Services" the services set out in the Sixth Schedule hereto

12. "the Service Media" shall mean gutters, downspouts, drains, shafts, sewers, pipes, flues, ducts, gullies, watercourses, vents, electricity, telephone, television and satellite cables, fibre optics and wires meter boxes repeater or relay boxes and any other type of conduit.
13. "the Service Charge" shall mean the amount or amounts properly certified in accordance with the provisions of clause 4.4 as being payable by the Tenant SAVE THAT in the first year of the term the same shall be an estimate only and the same shall not be required to be so certified.
14. "the Insurance Rent" shall mean a proper proportion attributable to the Demised Premises as determined by the Management Company of the sums incurred by the Management Company in complying with its insurance obligations as set out in clause 5
15. "Structural Parts" shall mean the structural frame and all load bearing parts of the Building and structural supports and the covering of the roof of the Building.

WHEREAS:-

1. By the Agreement the Landlord has agreed to transfer its interest in the Building to Linfoot upon the terms therein contained and pending such transfer the Landlord has agreed to deal with the Building as directed by Linfoot and Linfoot has agreed to join in this Lease to consent to the grant of the Lease upon the terms hereinafter set out
2. The Landlord has previously granted Leases or intends hereafter to grant Leases of the Flats in the Property other than the Demised Premises in the form of this Lease or as near thereto as the circumstances will permit or require to the intent that so far as practicable each of the tenants shall hold his or her Lease upon terms in the form of this Lease
3. Pursuant to the said desire the Landlord has agreed with the Tenant for the grant to the Tenant of a Lease of the Demised Premises for the consideration and at the rent and on the terms and conditions hereafter appearing

4. The Management Company has agreed to join in this Lease with responsibility (inter alia) for the Services and the insurance of the Building
5. Pursuant of the Second Lease Agreement Mrs Yorath has agreed to assign the benefit of the First Lease Agreement to the Tenant

NOW THIS DEED WITNESSETH that in consideration of the sum of one hundred and ten thousand pounds (£110,000.00) paid by the Tenant at the direction of Mrs Yorath and Linfoot to the Landlord (the receipt whereof the Landlord hereby acknowledges) and the sum of Thirty thousand pounds (£30,000.00) paid by the Tenant to Mrs Yorath (the receipt of whereof Mrs Yorath hereby acknowledges) and of the rent covenants and provisions hereafter reserved and contained:-

1. The Landlord at the request and direction of Linfoot and Mrs Yorath **HEREBY DEMISES WITH FULL TITLE GUARANTEE** unto the Tenant the Demised Premises **TOGETHER WITH** (in common with the Landlord and other persons authorised by the Landlord and all other persons entitled thereto and hereafter mentioned (subject to payment of a proportionate contribution) and subject to the exceptions reservations and provisions hereinafter contained) the easements rights and privileges set out in the Second Schedule hereto **EXCEPT AND RESERVING AND SUBJECT TO** in favour of the Landlord and other persons authorised by the Landlord and all other persons entitled thereto and hereafter mentioned (subject to payment of a proportionate contribution) the exceptions and reservations set out in the Third Schedule hereto **TO HOLD** the same **UNTO** the Tenant for a term of 999 years from 29th day of September 1999 determinable nevertheless as hereinafter provided ("the Term") **YIELDING AND PAYING** therefor unto the Landlord the yearly rent of Two Hundred and Sixty pounds (£260.00) ("the Basic Rent") or whatever rent is later substituted for it ("the New Basic Rent") on the

30th day of October in each year and by way of further rent to the Management Company the Service Charge and the Insurance Rent **SUBJECT** to the covenants on the part of the Tenant and the conditions hereinafter contained and **SUBJECT ALSO TO BUT WITH THE BENEFIT OF** the matters and things ("the Subjections") contained mentioned or referred to in the title above mentioned so far as the same are still subsisting and capable of taking effect and relate to or affect the Demised Premises

2. 2.1 The Tenant hereby covenants with the Landlord and the Management Company and with other tenants of the Flats and their successors in title that the Tenant will at all times during the said Term perform and observe the provisions and stipulations set out in the Fourth Schedule hereto and observe the regulations set out in the Fifth Schedule hereto ("the Regulations")
- 2.2 The Tenant (with the object of affording to the Landlord a full and sufficient indemnity but not further or otherwise) hereby covenants with the Landlord that the Tenant and the persons deriving title under him and each of them respectively will at all times hereafter duly observe perform fulfil and keep the Subjections so far as aforesaid and will indemnify and keep indemnified the Landlord and its estate and effects from and against all actions costs claims demands and liability in respect of any future breach non observance or non performance of the same or any of them so far as aforesaid
3. The Landlord hereby covenants with the Tenant (subject to the Tenant paying the Basic Rent Service Charge and Insurance Rent and performing and observing the several covenants and conditions hereinafter contained and on the Tenant's part to be observed and performed as follows:-

- 3.1 that the Tenant may peaceably and quietly possess and enjoy the Demised Premises during the Term without any lawful interruption from or by the Landlord or any person rightfully claiming through or under the Landlord **PROVIDED THAT** the liability of the Landlord hereunder (whether for past present or future breaches) shall subsist only for as long as the reversion immediately expectant upon the determination of the Term shall be vested in it
- 3.2 to ensure that the Leases granted by the Landlord of all other Flats contain covenants on the part of the various lessees to observe the like obligations as are contained in the Fourth Schedule and regulations as are contained in the Fifth Schedule hereto
- 3.3 that for the period until the Landlord has granted Leases of all the Flats on terms similar to those contained in this Lease to pay a fair and appropriate contribution in respect of any Flat not then let towards the amount which may be expended or due in accordance with the covenants on the part of the Management Company and the provisions contained in this Lease pursuant to clauses 4.4. and 5 hereof
- 3.4 To observe and perform the covenants and conditions (if any) mentioned in the Charges Register of Title Number WYK650064 so far as the same relate to or affect the Property and remain to be observed and performed in respect of them and to indemnify the Tenant and his successors in title against all actions proceedings costs claims and demands by reason of the breach non-observance or non performance of the said covenants and conditions or any of them
- 3.5 If the Management Company fails to perform any of its obligations the Landlord shall be entitled to perform those obligations and to require payment to be made by the Tenant in advance and on demand to the Landlord of an amount equal to

the Service Charge and Insurance Rent which would have been paid to the Management Company on account of the performance of these obligations whether or not payment has been previously made to the Management Company

4. The Management Company hereby covenants with the Landlord and as a separate covenant with the Tenant as follows:-

4.1 To provide the Services subject to payment by the Tenant of the Service Charge when due at all times throughout the Term and not to allow the Property to detract from the appearance of the remainder of the Building.

4.2 To keep or cause to be kept proper books of account with respect to:-

4.2.1 All sums of money expended and all costs incurred by the Management Company in the provision of the Services and of the exercise of its powers under this Lease or under any other Lease of the Flats in accordance with clause 4.5 below

4.2.2 All sums of money credit or other consideration (if any) received or to be received by or on behalf of the Management Company from the tenants of the Flats by way of Service Charge or any sinking or reserve fund or otherwise and;

4.2.3 All such other expenditure and receipts (if any) including the expenses of collecting the Service Charge or such other expenses incurred generally in the management of the Property for the benefit of the tenants of the Flats whether by managing agents or otherwise including the cost of borrowing (which is hereby authorised where necessary) and the cost of employing caretakers or other staff, all of which together with any such other costs and expenses as the Landlord or the Management Company shall incur

generally in connection with the management of the Property including (if applicable) the costs of employing managing agents are collectively known as "the Management Costs"

4.4 Except in the first year of the Term at least once in every year to cause its auditors or accountants to prepare an account showing the Management Costs and to procure that the said auditors or accountants shall on the basis of the said account and after taking into consideration all other factors considered relevant by such auditors or accountants certify the amount which in the opinion of the said auditors or accountants the Management Company should charge in respect of such ensuing year as the amount of the Service Charge in respect of the Demised Premises and the other Flats SAVE THAT in the first year of the Term the same shall be an estimate only and the same shall not be required to be so certified

4.5 Without prejudice to the generality of the Tenant's covenants to pay the Service Charge the meaning of the Service Charge shall be deemed to include reasonable provision for the future in respect of:-

4.5.1 periodically recurring items whether recurring at regular or irregular intervals and

4.5.2 the replacement or renewal of items the expenditure on which would fall within the Service Charge

4.6 Upon request and upon receiving such funds on account of costs as it may reasonably require enforce against the tenants of the other Flats the covenants on the part of those tenants contained in the Leases of such Flats and for the avoidance of doubt in this case it shall be reasonable for the Management Company to seek security for those costs and liabilities from the Tenant before

beginning to seek enforcement of the Tenant's Covenants. If the enforcement of the Tenant's Covenants is requested by a majority of tenants of the Flats for the benefit of all of them or the development generally then enforcement shall be regarded as a service the cost for which shall be met through the medium of the Service Charge

4.7 To comply with all fire regulations (whether imposed by statute or otherwise) and only requirements of insurers in this respect

4.8 At the request and cost of the Tenant to take all reasonable steps to enforce all covenants of the tenants of the Landlord of the Building in accordance with the leases thereof and (if so reasonably required) the Management Company may require reasonable security to be given by the Tenant for such costs.

5. The Management Company hereby further covenants with the Landlord and as a separate covenant with the Tenant as follows:-

5.1 To keep the Building (except any glass) insured in the joint names of the Landlord and the Management Company with reputable insurers against the risks and for the cover stated in clause 5.2 so far as cover is available at normal insurance rates for the locality and subject to reasonable excesses and exclusions and will take reasonable steps to ensure that the premium is not uncompetitive

5.2.1 The Management Company's insurance will cover full rebuilding site clearance professional fees VAT against the risks in respect of loss or damage by fire lightning storm tempest flood explosion impact from vehicles aircraft and articles dropped therefrom riot malicious damage civil commotion earthquake (fire and shock) bursting or overflowing of water tanks apparatus or pipes and such other reasonable risks as the

Management Company in its reasonable discretion may from time to time effect insurance against or as the Landlord shall reasonably require ("the Insured Risks") and third party and public liability insurance and insurance against liability under the Defective Premises Act 1972

5.2.2 The Management Company shall procure that the insurance policy shall contain a general provision noting the interest of the Landlord and all tenants subtenants and mortgagees of the whole or any part of the Building so far as it is possible to do so in the United Kingdom insurance market

5.3 On request (but not more than once in any 12 month period) the Management Company will give to the Landlord and the Tenant particulars of the policy and evidence from the insurer that it is in force.

5.4 The Management Company will apply all insurance monies received in making good all damage to the Building and the means of access caused by any Insured Risk as soon as possible after the insurance money and the sums referred to in clause 5.5.2 are paid to the Management Company subject to the necessary labour and materials being procurable and subject to all statutory consents being obtained the Management Company making good any shortfall PROVIDED THAT the Management Company shall not be under an obligation to reinstate the Building in the form in which it existed before the date of the damage or destruction

5.5.1 No party will do or omit anything which would have the effect of causing the insurance of the Building to become void or voidable or the insurance monies withheld in whole or in part and the Management Company the Tenant and the Landlord shall undertake with the other to comply with all the insurer's requirements and the Landlord and the Tenant undertakes

with the Management Company not to insure the Demised Premises or the Building against any of the Insured Risks (save where the Management Company has failed to do so)

5.5.2 The Management Company is not liable to reinstate any part of the Building to the extent that the insurance money is wholly or partly unpaid owing to the act or default of the Tenant or its invitees unless the Tenant shall pay to the Management Company a sum equivalent to the insurance monies so rendered irrecoverable which unless the provisions of clause 5.6 apply it covenants to do forthwith on demand

5.5.3 The Tenant will pay to the Management Company on demand the whole of any increase in the insurance premium occasioned by its use of the Demised Premises or any part of them

5.6 If for any reason (other than the default of the Management Company) it becomes impossible or impracticable to reinstate in accordance with clause 5.4 the Term shall absolutely determine and the money which was to be so applied shall be held in trust for the Landlord and the Tenant and the tenants of the other premises in the Building or part damaged or destroyed in proportion to the values of their respective interests in the same at the time of the damage or destruction the values to be agreed or in default of agreement determined by a single arbitrator to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors

6. It is hereby agreed and declared as follows:-

6.1 If and whenever the Basic Rent or the New Basic Rent or any part thereof shall be in arrear and unpaid for twenty one days after the same shall have become due

(whether the same shall have been formally demanded or not) or if the Tenant shall at any time fail or neglect to perform or observe any of the covenants or conditions herein contained and on the part of the Tenant to be performed or observed then and in any such case and thenceforth (and without prejudice to any other right or remedy of the Landlord) it shall be lawful:-

6.1.1 For the Landlord to re-enter into and upon the Demised Premises or any part thereof in the name of the whole and thereupon the Term shall absolutely cease and determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the covenants of the part of the Tenant herein contained **PROVIDED THAT** the Landlord shall not exercise the Landlord's right of re-entry under this sub clause without first giving twenty eight days' written notice of the Landlord's intention so to do to any subsisting mortgagee of the Demised Premises (whose interest has been notified to the Landlord in writing) specifying the nature of the breach and **PROVIDED THAT** the breach shall not have been remedied prior to the expiry of such notice

6.1.2 For the Landlord or the Management Company to enter upon the Demised Premises or any part thereof and execute and do such works acts or things as may be necessary or proper to secure compliance with the covenants relating to such works acts or things on the part of the Tenant herein contained and to recover the cost of all sums of money expended by the Landlord or the Management Company (as the case may be) in or about such works acts or things as aforesaid together with all costs and expenses of or incidental to the exercise of this power:-

6.1.2.1 by remaining in or (as the case may be) entering into possession or receipt of the rents and profits of the Demised Premises until thereby or otherwise all such sums are paid or

6.1.2.2 by action in debt

6.2 This demise shall not confer upon or be deemed to include (by implication otherwise) in favour of the Tenant any right of light or air liberties privileges easements or advantages except such as may be specifically granted by this Lease in through over or upon any part of the Property or the Building

6.3 The Service Charge payable by the Tenant shall be such sum as the auditors or the accountants of the Management Company acting reasonably shall consider to be appropriate

6.4 Notwithstanding the acceptance of or demand for rent by the Landlord with knowledge of a breach of any of the covenants on the part of the Tenant or the conditions herein contained the Landlord's right to forfeit this Lease on the grounds of such breach shall remain unimpaired

6.5 The Landlord shall have the same remedies for the recovery of all sums which may from time to time become due to the Landlord hereunder as the Landlord would or might have for rent in arrear

6.6 Any sums payable hereunder by the Tenant shall be deemed to be exclusive of Value Added Tax and the amount of any such tax payable thereon shall be paid by the Tenant to the Landlord

6.7 Section 196 of the Law of Property Act 1925 shall apply to all notices served under the terms of this Lease

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6.7 Section 196 of the Law of Property Act 1925 shall apply to all notices served under the terms of this Lease

6.8 Except as regards the Flats neither the builder nor the Landlord shall in any way be bound by the plotting or general scheme of development of the development as may be shown on any plans at any time prepared in relation thereto

6.9 Any non structural walls separating the Demised Premises from any other part of the Property shall be mesne or party walls and shall be maintained or repaired at the joint expense of the respective party owners

7. The Tenant declares that the survivor of them can/cannot give a valid receipt for capital money arising on a disposition of the Demised Premises

8. The parties agree:

- (a) If the Landlord so requires the Basic Rent is reviewed with effect from the end of every tenth year of the lease period (in each case: "the Review Date")
- (b) To exercise the option to review the Basic Rent the Landlord gives notice ("the Review Notice") to the Tenant no more than six months before the Review Date
- (c) If the amount of the Basic Rent payable from the Review Date ("the New Basic Rent") is not agreed within three months after the Review Notice was given either party may refer it to arbitration
- (d) In relation to any review date no Review Notice may be served in either of the following cases in each of which time is of the essence:
 - (i) when three years have passed since the Review Date
 - (ii) if after the Review Date the Tenant gave the Landlord notice requiring that the Review Notice be given within a specified time (minimum: six weeks) and that period has expired
- (e) The New Basic Rent is the higher of: either the Basic Rent payable immediately before the Review Date or the Ground Rent

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- (e) The New Basic Rent is the higher of: either the Basic Rent payable immediately before the Review Date or the Ground Rent

(f) In this clause "the Ground Rent" means 1/42nd of 0.25% of the price likely to be paid for the Property in the open market by a willing buyer to a willing landlord on the assumption that:

- (i) it is vacant and ready for immediate occupation and use
- (ii) it is in a good and substantial condition

(g) Until the New Basic Rent is agreed or decided the Tenant must continue to pay the Basic Rent at the rate applicable immediately before the Review Date

(h) Any balance of the New Basic Rent over the Basic Rent for the period from the Review Date is to be paid with interest at a rate of 2% above base rate from time to time of National Westminster Bank plc on the first day for payment of rent after the New Basic Rent is agreed or decided

(i) Any disputed matter referred to arbitration under this clause is to be decided by arbitration under Part 1 of the Arbitration Act 1996 (as amended from time to time) by a single arbitrator appointed by the parties to the dispute. If they do not agree on that appointment then the President of the Royal Institution of Chartered Surveyors may appoint the arbitrator at the request of any party

9 The Lease is enforceable by the original parties to it and their successors in title and permitted assignees. Any rights of any person to enforce the terms of this lease pursuant to the Contracts (Rights of Third Parties) Act 1999 excluded

10. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than the Rent) exceeds Two hundred and fifty thousand pounds (£250,000.00)

IN WITNESS whereof the Landlord the Management Company and Linfoot have executed this Lease as a Deed and the Tenant has hereunto set his hand the day and year first before written

THE FIRST SCHEDULE

The Demised Premises

The property and premises following that is to say:-

1. All that flat and premises being Flat No 21 15 South Parade Leeds and situate on the 5th floor of the Property and shown edged red on plan B annexed hereto and lying between a horizontal plane following the line of the lower edge of the floor structure forming the floor of the Flat and another plane following the line of the lower edge of the floor structure of the floor of the Flat immediately above or (as the case may be) of the attic immediately above the Flat hereby demised including:-

- 1.1 the internal surfaces and finishes of all structural or loadbearing walls and columns and the whole of all non-structural or non loadbearing walls and the screed and floor finishes and the ceiling finishes and all other internal non structural parts of the Flat hereby demised; and
- 1.2 all heating and other appliances fixtures and fittings in the Flat hereby demised save for the door intercom system (if any);
- 1.3 all doors, door frames, windows, window fastenings, window frames window sills and all glass fitted in the windows frames of the Flat hereby demised; and
- 1.4 all Service Media within the Flat hereby demised; which exclusively serve the Demised Premises

BUT EXCLUDING:-

- 1.5 the foundations and Structural Parts of the Property and the Building
- 1.6 any walls or partitions (whether internal or external) save for those that are expressly included;
- 1.7 all Service Media now laid or installed or which may be laid or installed within a period of 80 years from the date hereof under the Building or the Property and that do not exclusively serve the Demised Premises
- 1.8 any part of the Building or the Property lying above the surface of the ceilings or below the floor surfaces except as may be provided for elsewhere in this Lease

THE SECOND SCHEDULE

Easements Rights and Privileges

1. The right of free and uninterrupted passage and running of electricity water and soil (in common where appropriate) with all others entitled to the like right and from the Demised Premises or any part thereof through along and from such of the Service Media as pass through any other part of the Property
2. All such rights of support as are now enjoyed by the Demised Premises or any part or parts thereof over and from any part or parts of the Property or the Building as are necessary to ensure the full enjoyment of the Demised Premises
3. So far as the same are capable of being granted such rights of or in the nature of protection from the elements for any part of the Demised Premises over and from any other part or parts of the Property so far as the same are necessary to ensure the full enjoyment of the Demised Premises

4. The right for the Tenant with or without servants workmen and others at all reasonable times and from time to time upon notice (except in case of emergency) to enter into and upon any part or parts of the Property for the purpose of maintaining repairing or decorating the Demised Premises or inspecting cleansing repairing renewing and installing so far as may be necessary any such Service Media as form part of the Demised Premises subject to causing as little disturbance as possible and making good all damage caused by the exercise of such right.
5. A right of way at all times and for all purposes connected with the use of the Demised Premises as a private dwelling on foot only for the purpose of access to and egress from the Demised Premises to pass and repass over through and across the footways access ways entranceways halls passageways landings and staircases forming part of the Property and (subject to observing any recommended loading restrictions and any other restriction which the Management Company may make for the use and enjoyment of the same) the pedestrian lift
6. A right to use any refuse container in the binstore area on the ground floor fronting Bedford Street shown coloured yellow on plan B annexed hereto
7. The right to connect into and use the communal television aerial and to use the intercom system installed by the Landlord in the Property
8. The right to the exclusive use of the mail box allocated to the Demised Premises by the Landlord

PROVIDED THAT the rights of way on foot only to pass and repass over through and across the footways access ways entranceways halls passageways landings and staircases forming part of the Property and (subject to observing any recommended loading restrictions and any other restriction which the Management Company may make for the use and enjoyment of the same)

the pedestrian lift and the right to use the communal television aerial and intercom system are exercisable in common with the Landlord and (where applicable) the tenants and occupiers of other Flats and the occupiers of the Building and any adjoining property which the Landlord may subsequently acquire (if any) and are subject to and conditional upon the Tenant complying with the Regulations in respect thereof and paying the Basic Rent or New Basic Rent the Insurance Rent and the Service Charge in accordance with the covenants herein contained

THE THIRD SCHEDULE

Exceptions and Reservations

1. The right of free and uninterrupted passage and running of gas electricity water and soil (in common where appropriate with the Tenant) to and from all other parts of the Property or the Building or any adjoining property which the Landlord may subsequently acquire (if any) or any part or parts thereof through along and from such of the Service Media as are now under or pass through any part of the Demised Premises and which do not exclusively serve the Demised Premises
2. All such rights of support for all other parts of the Building or any adjoining property which the Landlord may subsequently acquire (if any) as are now enjoyed thereby over and from any part or parts of the Demised Premises as are necessary to ensure the full enjoyment of all other parts of the Building or any said adjoining property
3. So far as the same can subsist as legal rights such rights in the nature of protection from the elements for all other parts of the Building or any part or parts thereof as are now enjoyed by the same
4. The right for the Landlord or the Management Company and all persons authorised respectively by the Landlord (including the lessees of any other part or parts of the

Building) with or without servants workmen and others at all reasonable times and from time to time upon notice (except in case of emergency) to enter into and upon any part of the Demised Premises for the purpose of maintaining repairing or decorating any part or parts of the Building or of inspecting cleansing maintaining repairing renewing and installing so far as may be necessary any Service Media as may be in under or over or ~~pass through the Demised Premises and which serve other parts of the Building~~ subject to causing as little disturbance as possible and making good all damage caused by the exercise of such right

5. The right for the Landlord or the Management Company its surveyors and agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter into and upon any part of the Demised Premises for the purpose of enabling it to carry out its obligations hereunder causing as little disturbance as possible and making good all damage caused
6. A right to build rebuild or alter the Building or the Property (including the Common Parts) or permit those things to happen and to alter or vary (whether by way of extension diminution or substitution) the rights granted in the preceding Schedule as the Landlord shall in its absolute discretion think fit. This right still applies even though any variation may obstruct light or air reaching other parts of the Property or Building but this does not give the Landlord the right to obstruct access to the Demised Premises.
7. A right of way on foot only for the Landlord and the tenants and occupiers of the other Flats and the occupiers of the Building or of any adjoining property which the Landlord may subsequently acquire (if any) on foot only to pass or repass over through and across the footways access ways ramps entranceways halls passageways landings and staircases forming part of the Property and (subject to observing any recommended loading

restrictions and any other restriction which the Management Company may make for the use and enjoyment of the same) the pedestrian lift

THE FOURTH SCHEDULE

Tenant's Covenants

1. To pay the Basic Rent hereby reserved at the times and in the manner aforesaid and to pay the Insurance Rent on demand
2. 2.1 To pay the Tenant's proportion of the annual Service Charge (by two equal half yearly instalments (the first payment being a proportionate part of the amount of such yearly Service Charge calculated from the date hereof to be paid on the execution of this Lease) which shall for the year ending on the 30th day of October next ensuing after the date hereof being the sum of £650.00 ("the Contribution") and in respect of each subsequent year the Contribution shall be such sum as the Management Company or its duly authorised agent shall in respect of any given year by notice in writing served on the Tenant in that behalf specify as the amount of the Service Charge for that year from the 31st day of October in each year subject as hereinafter provided without any deduction the first payment being a proportionate part of the amount of such yearly Service Charge (calculated from the date hereof) to be paid on the execution of this Lease
- 2.2 The Contribution under paragraph 2.1 above for each year shall be estimated by the Management Company or its duly authorised agent in accordance with clause 4.4 (whose decision shall be final) as soon as practicable after the beginning of each year of the Term and the Tenant shall pay the estimated contribution in two

equal half yearly instalments on the 30th day of April and the 30th day of October in every year of the Term

2.3 As soon as possible after the end of each Service Charge year the Management Company shall obtain a Certificate in writing from the accountant for the time being of the Management Company showing the amount of the Service Charge which shall for the purpose of this clause be conclusive evidence of the amount so to be paid but the Tenant shall be entitled at its own expense to receive details of how such amount has been calculated and to verify the same

2.4 Upon the issue of a certificate as hereinbefore mentioned and issued by the accountant for the time being of the Management Company in respect of the Tenant's liability to contribute as hereinafter mentioned the Management Company shall give credit to the Tenant for such Contribution or part thereof which shall be in excess of the amount so found to be due from the Tenant under the Certificate hereinbefore mentioned and such credit shall be carried forward and set against any future liability of the Tenant and further if such Contribution shall be less than the proportionate part payable by the Tenant of the sum expended by the Management Company then the Tenant shall within 21 days next following the date of issue of the accountant's certificate as aforesaid pay to the Management Company a sum equal to the difference between the Contribution paid by the Tenant and the said proportionate part of the sum expended by the Management Company (so certified as aforesaid)

3. To pay all rates taxes duties charges burdens assessments outgoings and impositions of every description which now are or may hereafter be during the said Term imposed rated taxed charged assessed or made payable upon or in respect of the Demised Premises or

any part or parts thereof or any erections thereon or additions thereto or upon the Landlord or the Tenant in respect thereof or partly upon the Demised Premises and partly upon other premises or partly upon the Landlord or the Tenant and partly upon any other person or persons to the extent of the liability which shall fall upon the Demised Premises or upon the Landlord or the Tenant (but not taxes of the freehold reversion or the receipt of rent) the extent of such liability to be determined if not agreed by the Landlord's surveyor for the time being whose fees and expenses shall be paid by the Tenant

4. To pay to the Landlord all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Landlord in connection with the recovery of arrears of rent or for the purposes of or incidental to the preparation and service of any notice or proceedings under Section 146 and 147 of the Law of Property Act 1925 notwithstanding that forfeiture may be avoided otherwise that by relief granted by the Court
5. 5.1 At all times during the Term when and as often as need shall require well and substantially to cleanse repair support and uphold the Demised Premises save for such parts (if any) as are the responsibility of the Management Company hereunder and it is hereby declared that the generality of this provision shall in no way be restricted by any of the subsequent sub paragraphs of this clause
- 5.2 Once in every five years of the Term and in the last year thereof (whether determined by effluxion of time or in any other way) to paint in a proper and workmanlike manner all the inside wood and ironwork (if any) usually painted of the Demised Premises with two coats of good quality paint and so that such internal painting in the last year of the Term shall be of a tint or colour to be approved by the Management Company and also with every such internal painting

to whitewash colourwash distemper grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Demised Premises as have been brought properly to be so treated

5.3 To execute all such works as are or may be under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed be directed or required by the district council local or public authority to be executed at any time during the Term upon or in respect of the Demised Premises or any part thereof whether by the Landlord or the Tenant thereof

6. At the expiration or sooner determination of the Term quietly to yield up unto the Landlord the Demised Premises in such state of repair and condition as shall in all respects be consistent with a full and due performance by the Tenant of the covenants in that behalf on the part of the Tenant hereinbefore contained
7. To permit the Landlord and the Management Company and their respective workmen and others authorised by them at all reasonable times during the Term to enter into and upon the Demised Premises for the purpose of examining the state and condition thereof and of ascertaining whether the covenants on the part of the Tenant herein contained are being duly observed and performed and to repair and make good all defects of which notice in writing shall be given by the Landlord or the Management Company (as the case may be) to the Tenant and for which the Tenant may be liable hereunder and if the Tenant shall not within three calendar months after such notice proceed diligently with the execution of such repairs then it shall be lawful for the Landlord or the Management Company (but without prejudice to the right of re-entry hereby conferred on the Landlord or to any other right or remedy of the Landlord or the Management Company) to enter upon the Demised Premises with all necessary workmen and execute such repairs at the expense of the

Tenant in accordance with the covenants herein contained notwithstanding that the carrying out of such works in a reasonable and proper manner may cause temporary obstruction annoyance or inconvenience to the Tenant or other occupiers and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord or the Management Company (as the case may be) and be forthwith recoverable by action

8. To indemnify and keep indemnified the Landlord from and against all actions claims costs proceedings and demands whatsoever arising out of the use of the Demised Premises or any part or parts thereof
9. Forthwith to take all steps on his part required to enable the Tenant to become a Member of the Management Company and not to assign this Lease without ensuring that the Assignee takes all steps on the part of the Assignee required to enable the Assignee to become a Member in place of the Tenant or outgoing Assignee
10.
 - 10.1 Not at any time during the Term to transfer assign underlet or part with possession of part only of the Demised Premises
 - 10.2 Not during the last seven years of the Term to transfer assign underlet or part with possession of the Demised Premises without first obtaining the consent in writing of the Landlord
 - 10.3 Not at any time during the Term to transfer nor assign the Demised Premises except upon and subject to the condition that the Tenant shall simultaneously with such transfer or assignment apply jointly with the Transferee or Assignee in writing for the transfer of the Share of the Tenant in the Management Company from the Tenant to the Transferee or Assignee (such application to be deemed to be irrevocable) SAVE THAT the Management Company shall not be under any duty to register the transfer of the Tenant's share in the Management Company to

the transferee or assignee whilst any monies remain outstanding by the Tenant to the Management Company and the Tenant hereby further covenants that the transferee or assignee shall covenant directly with the Landlord and the Management Company to observe and perform the conditions hereof and to obtain a like covenant from his transferee assignee (subject to the same proviso) on each occasion the Demised Premises are thereafter disposed of and the Tenant hereby applies to the Chief Land Registrar for a restriction to be entered in the proprietorship register of his title in the following form: "Restriction: No disposition is to be registered unless a solicitor provides a certificate that the terms of clause 10.3 of lease dated [] have been complied with"

10.4 Not to underlet charge mortgage or create any other derivative interest in the Demised Premises which would or might have the effect of enabling the chargee mortgagee or other person to assign the Demised Premises otherwise than in compliance in all respects with the provisions of the foregoing sub paragraph of this clause

11. At all times during the continuance of the Term to deliver or cause to be delivered to the Landlord a notice of every assignment disposition or devolution of or charge on or transfer of title to the Demised Premises or any part thereof whether by way of mortgage or otherwise within one month after the execution of any deed or signature to any document or after the date of any Probate Letters of Administration or other instrument or any Order of Court by which such assignment disposition devolution charge or transfer may be effected or evidenced such notice to specify the name address and description of the person or persons to whom or in whose favour the assignment disposition devolution charge or transfer shall be made to take effect and also at the time of delivering every

such notice to produce the deed document instrument or order by which such assignment disposition devolution charge or transfer shall purport to be effected or evidenced as aforesaid for the purpose of having a memorandum thereof entered in the registers to be kept by the Landlord for that purpose and to pay to the Landlord a reasonable fee (not being less than £25.00 plus Value Added Tax) for each such registration

12. Forthwith to repair and make good at the Tenant's expense any damage caused to the Common Parts by the Tenant or the Tenant's family employees licensees or visitors or by any other person under the control of the Tenant to the reasonable satisfaction of the Landlord or the Management Company
13. Not to do anything by reason of which any policy of insurance in respect of the Building or any neighbouring or adjoining property may become void or voidable either wholly or in part or which may render any increased or additional premium payable for any such insurance and to pay to the Management Company the cost of any such increased or additional premium or demand
14. If this Lease and the reversion come into common ownership not to permit a merger of the leasehold and reversionary estates to occur
15. To apply for and to take one share in respect of the Demised Premises in the Management Company AND FOR THE AVOIDANCE OF DOUBT where the Tenant includes more than one person this clause shall operate to require one share to be taken in the joint names of such tenant and not one share per person
16. To comply with any regulations made by the Management Company in the interests of good estate management for the enjoyment of the Demised Premises and the enjoyment of the Building by the tenants or occupiers.

17. To comply with any written regulations relating to the management and control of the Property and the Common Parts which the Management Company may from time to time lay down.
18. To observe the terms of the Landlord's title to the Building in so far as the same affect the Demised Premises and to indemnify the landlord against any breach non performance or non observance thereof
19. As the Leases granted in respect of the remainder of the Property are pursuant to clause 2 of the Recitals herein in the same form as this Lease (or as near thereto as the circumstances will permit or require) the Tenant with the intention of giving effect to the rights granted at clause 4 of the Second Schedule of this and every other Lease HEREBY COVENANTS to allow access to the Demised Premises for the purpose of exercising the rights stated therein

THE FIFTH SCHEDULE

Regulations as to User

1. Not to use the Flat included in the Demised Premises otherwise than as a private residential property
2. Not to do anything on the Demised Premises or the Property which may cause annoyance nuisance damage or inconvenience to the tenants or occupiers of the other Flats in the Property or the Building or any adjoining or neighbouring property or to the Landlord or which may prejudice the character or value of the Property as residential flats
3. Not to change the external appearance of the Property or the Demised Premises including for the avoidance of doubt the windows and window frames (whether that external

appearance be to the outside world or the interior of the Property) nor make any structural alteration to the Demised Premises or the Property without first obtaining the written consent of the Management Company and (where necessary) any other person firm or company that has a superior interest in the Building (including the Property)

4. Not to use any television radio record or tape player or other device for the reproduction of sound or any washing machine spin dryer or other domestic appliance or other apparatus of any kind so as to cause annoyance nuisance or inconvenience to the other tenants/occupiers of the Property
5. Not to hold any political religious charitable or other meeting on the Demised Premises or to use the Demised Premises for dancing music or singing lessons or practice
6. Not to use the Property for any auction or sale or for any activity which is dangerous offensive noxious illegal or immoral
7. Not to display any poster advertisement notice or other writing of any description so as to be visible outside the Demised premises **PROVIDED THAT** this restriction shall not extend to advertisements of normal dimensions advertising that the Demised Premises are "for sale" or "to let"
8. To keep all windows of the Demised Premises adequately curtained and not to throw anything out of the windows of the Demised Premises
9. Not to shake any mats or carpets outside the Demised Premises
10. Not to overload or strain any part of the Demised Premises or the Property or set up any machinery or apparatus thereon other than the usual domestic appliances
11. To clean the inside and outside of all windows in the Demised Premises at least once every month
12. Not to keep any animal or bird in the Demised Premises

13. To arrange for the suppression of all electrical equipment used on the Demised Premises so as to prevent interference with radio and television reception in the remainder of the Property
14. Not to fix any radio or television aerial or satellite dish to the exterior of the Demised Premises or the Property
15. Not to permit any water or any other damaging substance to escape or overflow from the Demised Premises and to make good or pay compensation for any damage so caused
16. Not to cause any obstruction or damage to the pipes serving the Property and not to pass or allow to pass into the said pipes any noxious matter or thing or anything that may cause damage to or obstruct the same
17. Not to obstruct or leave any article or thing on the Common Parts
18. When using the Common Parts to do so as quietly as possible and especially between the hours of 11.00 pm and 7.00 am and not to allow any person or child under the Tenant's control to loiter or play on the Common Parts so as to be an annoyance nuisance or inconvenience to the occupiers of the remainder of the Property
19. Not to permit any laundry to be hung or spread out from any window balcony or terrace or other external parts of the Demised Premises so as to be visible from any part of the Property or any adjoining property
20. Not to park any vehicle on the Common Parts so as to cause obstruction annoyance nuisance or inconvenience to the occupiers of the remainder of the Property
21. Not to litter the Common Parts and to deposit all rubbish and litter only in the refuse container provided for that purpose in the bin store area shown on Plan B annexed hereto
22. The Landlord and the Management Company reserve the right to make such other rules and regulations from time to time (either in addition to or by way of variation or of

substitution for these rules and regulations or any of them) as the Landlord or the Management Company may deem necessary or expedient for the management care and cleanliness of the Property or for securing the safety comfort and convenience of the occupiers or visitors to flats and other premises comprised in the Building and any such rules and regulations as aforesaid shall be deemed to be incorporated herein

THE SIXTH SCHEDULE

The Services

Part 1

All Flats

1. Provision replacement renewal repair maintenance and cleaning (as the case may be) of:-
 - 1.1 the Common Parts
 - 1.2 water and sewerage supplies
 - 1.3 lighting and heating to the Common Parts
 - 1.4 signs (if any)
 - 1.5 fire fighting equipment in the Common Parts (as required by law or as the insurers or the Management Company deem reasonable)
 - 1.6 decorating and furnishing the Common Parts (if applicable and as the Management Company deems reasonable)
 - 1.7 providing methods for the collection and disposal of waste
 - 1.8 any other amenities that the Management Company deems reasonable or necessary for the benefit of the Flats

Part 2

The Building

The maintenance repair and renewal of the Structural Parts the foundations and exterior of the Building and the Service Media (except where they comprise part of the Demised Premises the Flats or other lettable area in the Building)

**THE COMMON SEAL of
K W LINFOOT PLC**
was hereunto affixed but not delivered until the
date hereof in the presence of:-

)
)
)
)

M. G.

Director

Secretary

M. G.



**THE COMMON SEAL of
K W LINFOOT SOUTH PARADE LIMITED**
was hereunto affixed but not delivered until the
date hereof in the presence of:-

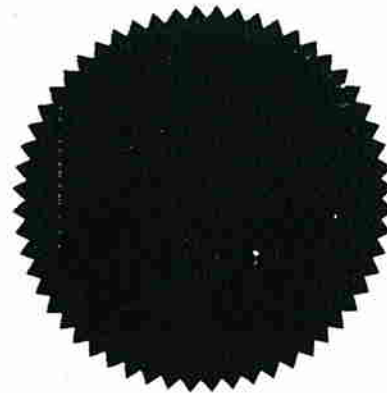
)
)
)
)

M. G.

Director

Secretary

M. G.



THE COMMON SEAL of
15 SOUTH PARADE MANAGEMENT
COMPANY LIMITED was hereunto affixed
(but not delivered until the date hereof)
in the presence of:-

N. B. T.

Director

Secretary

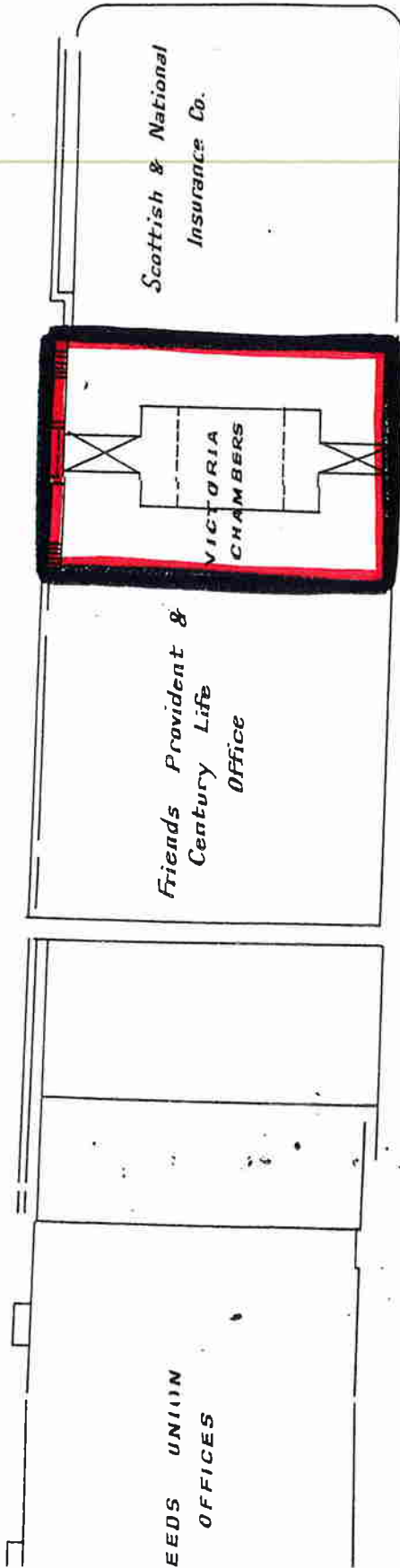
M. M. M. M.

Signed & delivered as a deed
by the said CHRISTINE
MARGARET FORAN in the presence

Concord

Spencer
B SCARSBROUGH
DELHEIM
FOXHILL COURT
LEEDS LS16 5R.

S O U T H P A R A D E



B E D F O R D S T R E E T

PLAN A

P A R K R O

G R E E K

S T R E E T

M. Murchie
MBK

M. Murchie
MBK

M. Murchie
MBK

Contractor must verify all dimensions on site before commencing any work or shop drawings

If the drawing expresses the quantities taken in any way the Architects are to be informed before the work is initiated. Only signed dimensions to be taken from the drawing.

Drawings based on Ordnance Survey and/or existing record drawings - design and drawing content subject to Site Survey, Structural Survey, Site Investigation, Planning and Statutory Requirements and Approval.

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REVISIONS		
Rw	Description	Date
01	Revised	07/18/2019

Run/Issued	Date	On
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BASEMENT PLAN

GROUND FLOOR PLAN

FIRST FLOOR PLAN

SECOND FLOOR PLAN

A detailed floor plan of the second floor. Room 21 is highlighted with a thick red border. The plan shows various rooms, corridors, and stairwells. Room 22 is a large open space on the right side. Room 20 is located below room 21. The building has a complex layout with multiple entrances and exits.

THIRD FLOOR PLAN

FOURTH FLOOR PLAN

FIFTH FLOOR PLAN

SIXTH FLOOR PLAN

P L D Z 50

Musculi
M. 27

met

M. Lunde

Ident

M. Lunde

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Drawings
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FOR CONVEYANCING PURPOSES

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FOR CONVEYANCING PURPOSES

Item	Date	Drawing No
CZ	30.06.99	98/11069/038

CAREY