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home information pack



The Property
Law Group

www.thepropertylawgroup.co.uk
contact@thepropertylawgroup.co.uk

Home Information Pack Index



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Important Protection

The HIP Code provides protection for home buyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in a Home Information Pack (HIP) provided on residential property within England and Wales. It sets out minimum standards which HIP providers have to meet.

The HIP Code is owned and maintained by the Association of Home Information Pack Providers (AHIPP)

All HIPs which comply with this Code will include the HIP Code logo and you can check whether a HIP provider subscribes to the Code by contacting the Property Codes Compliance Board.

The Code's main commitments

The Search Code's key commitments say that HIP providers will:

- Ensure that the terms and conditions of our HIP services comply with this Code.
- Display the Code logo prominently in our HIPs.
- Provide HIPs promptly. We will not delay, nor accept instructions to delay, the provision of a HIP or of any item required for inclusion in a HIP. Any action taken (or failure to take action) knowingly to delay the provision of a HIP would not be compliant with this Code. If there is a delay in producing the HIP, we will inform you of this and why the delay has occurred.
- Train our staff properly to provide HIPs with thoroughness and diligence, in line with the commitments set out in this Code.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate indemnity insurance cover to protect you.
- Act with integrity and ensure that all HIPs services comply with relevant laws, regulations, and industry standards

Keeping to the HIP Code

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

Contact Details

The Property Codes Compliance Board: Please contact;

Telephone 020 7917 1817

Email: info@propertycodes.org.uk

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

Information for customers

This Home Information Pack has been compiled by Legals Direct Limited. Legals Direct Limited offer Home Information Packs for third parties with the option for a re-branded cover page. The contract for this Home Information Pack is between the customer and Legals Direct Limited. Legals Direct Limited is registered with the Property Codes Compliance Board as a subscriber to the HIP Code. Registered. Office: Legals Direct Limited, Brynhyfryd, 112 Cilfynydd Road, Cilfynydd, Pontypridd, CF37 4NF Company registration No. 6138776.

Home Information Pack Sales Statement



- ☒ This form has been completed by the seller(s) or with their authority;
☒ and to the best of the seller's knowledge, the answers are true and accurate.

1. Name(s) of seller

Mr Andrew Sheldon and Mrs Victoria Sheldon

2. Registered owners of property

JACQUELINE SARAH SMITH

3. Property address:

7 Frank Lunnon Close
Bourne End
Bucks

SL8 5UP

4. Is the property a flat or house?

- ☒ Flat (inc. maisonette)
☐ or House (inc. bungalow)

5. If it is a flat, what type of building is it in?

- ☒ Purpose built block
☐ Converted house or
☐ Conversion of commercial premises

6. The property is (or will be):

- ☐ Freehold
☐ Commonhold
☒ Leasehold starting (or likely to start) from 25/12/1983 and with 74 years left on the lease

7. The title to the interest in the property being sold is:

- ☒ Registered at Land Registry
☐ Unregistered

8. The property is being sold:

- ☒ With vacant possession
☐ Subject to occupation where 1 or more properties in a subdivided building are marketed for sale as a single property, but at least 1 is with vacant possession e.g. a house which is vacant but sold with an occupied annex

9. The capacity of the seller

- ☒ The owner or owners
☐ A representative with the necessary authority to sell the property for an owner who has died
☐ A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)
☐ Other (please give details):

The index form within this home information pack has been provided by IFA Conveyancing. This form has been completed by the seller of the property. IFA Conveyancing cannot be held responsible for any errors within this form.

Energy Performance Certificate




7, Frank Lunnon Close
BOURNE END
SL8 5UP

Dwelling type: Ground floor maisonette
Date of assessment: 20 August 2009
Date of certificate: 21-Aug-2009
Reference number: 8281-6728-5490-4110-4022
Total floor area: 34 m²


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

Energy Efficiency Rating

| | Current | Potential |
|--|-----------|-----------|
| Very energy efficient - lower running costs | | |
| (92 plus) A | | |
| (81 - 91) B | | |
| (69 - 80) C | | |
| (55 - 68) D | 62 | 67 |
| (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 are likely to be.

Environmental Impact (CO₂) Rating

| | Current | Potential |
|--|-----------|-----------|
| Very environmentally friendly - lower CO ₂ emissions | | |
| (92 plus) A | | |
| (81 - 91) B | | |
| (69 - 80) C | | |
| (55 - 68) D | | |
| (39 - 54) E | 52 | 55 |
| (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 | 553 kWh/m ² per year | 517 kWh/m ² per year |
| Carbon dioxide emissions | 2.9 tonnes per year | 2.7 tonnes per year |
| Lighting | £38 per year | £19 per year |
| Heating | £277 per year | £245 per year |
| Hot water | £112 per year | £112 per year |

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

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



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

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

About this document

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

Assessor's accreditation number: NHER002883

Assessor's name: Mr Malcolm Mills

Company name/trading name: Eco Energy Assessors

Address: 258 Parlaunt Road, Langley, Berkshire, SL3 8AY

Phone number: 0792 088 4651

Fax number:

E-mail address: mmlangley@o2.co.uk

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

7, Frank Lunnon Close
BOURNE END
SL8 5UP

Date of certificate: 21-Aug-2009
Reference number: 8281-6728-5490-4110-4022

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 | Cavity wall, as built, insulated (assumed) | Good | Good |
| Roofs | (another dwelling above) | - | - |
| Floor | Suspended, no insulation (assumed) | - | - |
| 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 | Average | Poor |
| Lighting | No low energy lighting | Very poor | Very poor |
| Current energy efficiency rating | | D 62 | |
| Current environmental impact (CO₂) rating | | E 52 | |

Low and zero carbon energy sources

None

Recommendations

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

| Lower cost measures (up to £500) | Typical savings per year | Performance ratings after improvements | |
|---|-----------------------------|--|----------------------|
| | | Energy efficiency | Environmental impact |
| 1 Low energy lighting for all fixed outlets | £13 | D 63 | E 52 |
| Sub-total | £13 | | |
| Higher cost measures | | | |
| 2 Fan-assisted storage heaters | £38 | D 67 | D 55 |
| Total | £51 | | |
| Potential energy efficiency rating | | D 67 | |
| Potential environmental impact (CO₂) rating | | | D 55 |

Further measures to achieve even higher standards

None

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

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

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

Lower cost measures (typically up to £500 each)

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

1 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. Also consider selecting low energy light fittings when redecorating; contact the Lighting Association for your nearest stockist of Domestic Energy Efficient Lighting Scheme fittings.

Higher cost measures (typically over £500 each)

2 Fan assisted storage heaters

Modern storage heaters are smaller and easier to control than the older type in the property. Ask for a quotation for new, fan-assisted heaters with automatic charge control. As installations should be in accordance with the current regulations covering electrical wiring, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified electrical heating engineer to explain the options which might also include switching to other forms of electric heating.

About the further measures to achieve even higher standards

Not applicable

What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure 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.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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

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 BM79306

Edition date 16.07.2009

- This official copy shows the entries on the register of title on 17 Aug 2009 at 14:38:30.
- 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 17 Aug 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Leicester 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.

BUCKINGHAMSHIRE : WYCOMBE

- 1 (04.07.1984) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being 7 Frank Lunnon Close, Bourne End (SL8 5UP).

NOTE 1: As to the part tinted blue on the filed plan only the ground floor flat is included in the title.

NOTE 2: As to the part tinted pink on the filed plan the subsoil is excluded from the title.

- 2 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 17 May 1984
 Term : 99 years from 25 December 1983
 Rent : £70 subject to review
 Parties : (1) Summit Homes Limited
 (2) Cores End Management Company Limited
 (3) Martin John Hobern

- 3 There are excepted from the effect of registration all estates, rights, interests, power and remedies under the lease at any time arising from any alienation prohibited or restricted by the lease.

- 4 Lessor's title registered under BM71900.

- 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 (31.10.1997) PROPRIETOR: JACQUELINE SARAH SMITH of 7 Frank Lunnon Close, Bourne End, Buckinghamshire SL8 5UP.
- 2 (31.10.1997) The covenants implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor are modified.

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 17 August 2009 shows the state of this title plan on 17 August 2009 at 14:38:30. 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, Leicester Office .

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| | | | |
|-----------------------------------|---------|------------------------|-----------------|
| H.M. LAND REGISTRY | | TITLE NUMBER | |
| | | BM 79306 | |
| ORDNANCE SURVEY PLAN REFERENCE | SU 9087 | SECTION K | Scale 1:1250 |
| COUNTY BUCKINGHAMSHIRE | | DISTRICT WYCOMBE | |
| | | © Crown copyright 1984 | |





HOME INFORMATION PACK

Search Report



Requested by:-
Legals Direct Limited

Our Reference: **XX/X829452**
Your Reference: **43238**
Report Prepared by: **ACameron**

Date: **01/09/2009**

REQUESTED FOR

7 Frank Lunnon Close
Bourne End
SL8 5UP

Council: Wycombe District Council

Local Authority Code: 0425

Search: HIP Search – Land Charges Register and Local Search

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 : 01288547

INVOICE NUMBER : E20712044

Search of Local Land Charges Register

The Search requested above reveals 4 registration/s described in the Schedule hereto

LOCAL Search

1.1. Planning and Building Regulations

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

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

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

1.2. Development Plans

Policies **Yes**

Proposals **No**

Recommendations **No**

2. Roads

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

Other Matters

3.1. Land Required for Public Purposes **No**

3.2. Land to be Acquired for Roadworks **No**

3.3. Drainage Agreements and consents **See Water Search**

3.4. Nearby Road Schemes **No**

3.5. Nearby Railway Schemes **No**

3.6. Traffic Schemes **No**

3.7. Outstanding Notices **No**

3.8. Contravention of Building Regulations **No**

3.9. Notice, Orders, Directions and Proceedings under Planning Acts **No**

3.10. Conservation Areas not registered as a land charge **No**

3.11. Compulsory Purchase **No**

3.12. Contaminated Land **No**

3.13. Radon Gas **Yes**

Search of Local Land Charges Register

Subjects **7, Frank Lunnon Close, Bourne End, Buckinghamshire, SL8 5UP.**
Date of Search Report: **01/09/2009**
Search Report No: **01288547**
Search Report Prepared by: **ACameron**

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 |
| Direction made by Bucks County Council and approved on 23 April 1959 under Article 4 of the Town & Country Planning General Development Order 1950 that the permission granted by Article 3 of the Order shall not apply within the area of the Wycombe Rural District to the erection of certain structures used for the purpose of poultry or poultry egg production. | Wycombe District Council | Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB. | 28/5/1959 |
| W/7009/83 One year company name. Temporary permission. Conditional Approval. | Wycombe District Council | Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB. | 22/12/1983 |
| W/5544/83 23 x 2 bed houses, 12 x 1 bed houses and 50 parking spaces. Conditional Approval. | Wycombe District Council | Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB. | 5/8/1983 |
| W/6430/81 Residential development. Conditional Approval. | Wycombe District Council | Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB. | 16/12/1981 |

Local Search Enquiries

Subjects 7, Frank Lunnon Close, Bourne End, Buckinghamshire, SL8 5UP.
 Date of Search Report: 01/09/2009
 Search Report No: 01288547
 Search Report Prepared by: ACameron

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 register will not be duplicated below.

Planning and Building Regulation Decisions and Pending Applications

| 1.1. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:- | | |
|---|--|------|
| Section 1.1 (a) | Planning Permissions | None |
| Section 1.1 (b) | Listed Building Consents | None |
| Section 1.1 (c) | Conservation Area Consents | None |
| Section 1.1 (d) | Certificate of lawfulness of existing use or development | None |
| Section 1.1 (e) | Certificate of lawfulness of proposed use or development | None |
| Section 1.1 (f) | Building Regulations approvals | None |
| Section 1.1 (g) | Building Regulations completion certificate | None |
| Section 1.1 (h) | Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? | None |
| Informative <i>The seller or developer should be asked to provide evidence of compliance with building regulations</i> | | |

Planning designations and Proposals

| 1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? | | See details below | |
|--|----------------------------|-------------------|------------|
| | | | |
| Wycombe District Council Local Development Framework | | | |
| Boundary Between Western Corridor and Blackwater Valley Sub-Region and Rest of Bucks Area | Adopted | 07/07/2008 | |
| Reserve Locations for Future Development | Adopted | 07/07/2008 | |
| | | | |
| Wycombe District Local Plan To 2011 Adopted | | Adopted | 31/01/2004 |
| Local Plan Policy | Flood Plain | | |
| Local Plan Policy | Borough Boundary | | |
| Local Plan Policy | Existing Residential Areas | | |

Roads

2. 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 | |
| Frank Lunnon Close, Bourne End | 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 | | | | | No |
| | | | | | |
| (d) To be adopted by a local authority without reclaiming the cost from the frontagers? | | | | | No |
| | | | | | |

Land Required for Public Purposes

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

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

3.3. 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 | See Water Search |
| (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? | See Water Search |

Nearby Road Schemes

| | |
|---|----------------------|
| 3.4. Is the property (or will it be) within 200 metres of any of the following? | None revealed |
| <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

| | |
|---|-----------|
| 3.5. Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail? | No |
|---|-----------|

Traffic Schemes

| | |
|---|----------------------|
| 3.6. 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 - | None revealed |
| <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

| | |
|--|----------------------|
| 3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule- (a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? | None revealed |
|--|----------------------|

Contravention of Building Regulations

| | |
|--|-----------|
| 3.8. Has a local authority authorized in relation to the property any proceedings for the contravention of any provisions contained in building regulations | No |
|--|-----------|

Notices, Orders, Directions and Proceedings under Planning Acts

3.9. Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following-

| | |
|-------------------------------|-----------|
| (a) Enforcement Notice | No |
|-------------------------------|-----------|

| | |
|------------------------|-----------|
| (b) Stop Notice | No |
|------------------------|-----------|

| | |
|---|-----------|
| (c) Listed Building Enforcement Notice | No |
|---|-----------|

| | |
|---------------------------------------|-----------|
| (d) Breach of Condition Notice | No |
|---------------------------------------|-----------|

| | |
|--|-----------|
| (e) Planning Contravention Notice | No |
|--|-----------|

| | |
|--|-----------|
| (f) Other Notice relating to breach of planning control | No |
|--|-----------|

| | |
|---|-----------|
| (g) Listed Buildings Repair Notice | No |
|---|-----------|

| | |
|--|-----------|
| (h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation | No |
|--|-----------|

| | |
|---|-----------|
| (i) A Building Preservation Notice | No |
|---|-----------|

| | |
|--|-----------|
| (j) A direction restricting permitted development | No |
|--|-----------|

| | |
|--|-----------|
| (k) An order revoking or modifying permission | No |
|--|-----------|

| | |
|--|-----------|
| (l) An order requiring discontinuance of use or alteration or removal of buildings or works | No |
|--|-----------|

| | |
|--------------------------------------|-----------|
| (m) A Tree Preservation Order | No |
|--------------------------------------|-----------|

| | | |
|-----|--|----|
| (n) | Proceedings to enforce a planning agreement or planning contribution | No |
|-----|--|----|

Conservation Areas

| | |
|---|----|
| 3.10. 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

| | |
|---|---------------|
| 3.11. Has any enforceable order or decision been made to compulsorily purchase or acquire the property? | None revealed |
|---|---------------|

Contaminated Land

3.12. 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-

No

- 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?

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

3.13. 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)?

Yes

Yes, the property is in an area where 1-3% of homes are estimated to be at or above the Action Level. See the informative paragraph below for further information that sellers are recommended to provide.

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.

Further information on radon, including an indicative version of the radon Affected Areas map, the associated health risks and common questions and answers is available on the Health Protection Agency (HPA) web site (<http://www.hpa.org.uk/radiation/radon/index.htm>). Alternatively information can be requested from HPA by telephone (0800 614529 [24hr] or 01235 822622 [D/T]) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ.

Notes

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 Holdings 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 property 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 **Wycombe District Council at Queen Victoria Road, High Wycombe, Buckinghamshire, HP11 1BB**. 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 stated on page 1 of the report.)

Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the search are disclosed.
7. Planning applications on the property only, have been searched.

Definition of Search Terms

8. 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

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch .
10. 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.
11. These terms are enforceable against OneSearch not only by the seller of the property but also by the actual or potential purchaser of, or mortgage lender in respect of, the property, in their own right.

12. 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 and Insurance

13. . 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.
14. 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 property 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.
15. 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.
16. In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

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

Complaints Procedure

17. 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.

IDRS Ltd
24 Angel Gate
City Road
London
EC1V 2PT

Tel: 020 7520 3800

Fax: 020 7520 3829

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

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

Tel: 0800 052 0117

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

HIP Provider:

Legals Direct Limited

Solicitor/Conveyancer:

Legals Direct Limited

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

Search Prepared by:

ACameron

Local Authority Records Inspected by:

CBlackman

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the Land at the time a Search Report was compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007 or any amendment or reenactment of them which is in force at the Policy Date) but was not fully disclosed in the Search Report. It also protects the Insured against such an actual loss which is incurred because a conveyancer acting in the sale or purchase of the house, or a loan made for the purpose of the purchase, relies on the search report produced by OneSearch Direct rather than a report obtained from an official body. See the Coverage Statement in paragraph 2 of the policy.

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

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

8. Claims.

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

9. Queries.

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

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/07/08.

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

11. Compensation

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

12. Price

The policy is provided at no cost to the Insured by OneSearch Direct Limited as part of its service.

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

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

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

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

5 Who regulates us? SPH (Scotland) Limited trading as OneSearch Direct is authorised and regulated by the Financial Services Authority (FSA). SPH (Scotland) Limited's FSA Registration number is 315174 Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct

Policy Number : 60-021-000000

1.

In this policy unless the context otherwise requires:

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

2. Coverage Statement

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

- 2.1 indemnify each Insured against Actual Loss incurred by that Insured by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to that Insured in the Search Report; and/or
- 2.2 at First Title's option, defend the Insured(s) for the risks insured by this policy. First Title will also pay any Authorised Expenses that it incurs in that defence. First Title can end this duty to defend by exercising any of the options listed in paragraph 8 of this policy.
First Title will also indemnify each insured where a Conveyancer notifies First Title that that Insured has brought a claim against the Conveyancer in respect of a matter covered by paragraph 2.1 of this policy on the basis that such loss arose solely because the Conveyancer relied on the Search Report, provided that (i) the Conveyancer does not agree any payment to an Insured or third party without the prior written approval of First Title and (ii) the Conveyancer complies with the Insured's obligations under this policy.

3. Exclusions

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

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

4. Continuation of indemnity

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

5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 07/08
 - 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171

5.1.3 by e-mail to legal&claims@firsttitle.eu

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

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

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

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 07/08 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.



Important Consumer Protection Information

This search has been produced by SPH Holdings T/A OneSearch Direct Ltd, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

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

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

The Code's main commitments

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

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

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

IPCAS Contact Details:

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

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

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

Residential

CON29DW Drainage & Water Search



Onesearch Direct
512600 Glasgow 5

Search address supplied 7
Frank Lunnon Close
Bourne End
Buckinghamshire
SL8 5UP

Your reference D533972

Our reference DWS/DWS Standard/2009_1574870

Received date 18 August 2009

Search date 18 August 2009

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

Credit card payments are available. Please phone 01189 251509.

CON29DW
DRAINAGE AND WATER ENQUIRY

Thames Water Utilities Ltd

Property Insight
PO Box 3189
Slough SL1 4WW

DX 151280 Slough 13

T 0118 925 1504
F 0118 923 6655/57
E searches@thameswater.co.uk
I www.twpropertyinsight.co.uk

Registered in England and Wales
No. 2366661, Registered office
Clearwater Court, Vastern Road
Reading RG1 8DB

Residential

CON29DW Drainage & Water Search



Search address supplied: 7, Frank Lunnon Close, Bourne End,
Buckinghamshire, SL8 5UP

Any new owner or occupier will need to contact Thames Water on 0845 9200 888 or log onto our website www.thameswater.co.uk and complete our online form to change the water and drainage services bills to their name.

This CON29DW Drainage and Water Search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to regulation 8(1) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

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

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

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

Please refer to the attached [Terms & Conditions](#).

Thames Water Utilities Ltd

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I www.twpropertyinsight.co.uk

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Clearwater Court, Vastern Road
Reading RG1 8DB

Residential

CON29DW Drainage & Water Search



Q1 – Interpretation of CON29DW Drainage and Water Search

This report complies with the terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667.

Q2 – Enquiries and Response

This CON29DW Drainage and Water Search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(l) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.

The records were searched by Siobhan Bannister of Thames Water Utilities who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Siobhan Bannister of Thames Water Utilities who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

For your guidance:

- Thames Water Property Insight's Complaints Procedure:
 - o Thames Water Property Insight offers a robust complaints procedure. Formal complaints can be made by telephone, in writing or by email at searches@thameswater.co.uk.
 - o Whilst we will endeavour to resolve complaints by telephone, there may be the need to investigate the complaint further to identify the error and in some cases third party consultation will be required. For this reason, we will log all complaints on our system and a response will be provided to the customer within 24 hours. If no error has occurred a full explanation will be provided.
 - o If the query cannot be resolved within 24 hours, the customer will be provided with an update within 48 hours. Where necessary the search will be recompiled free of charge and an amended copy will be dispatched to the customer as soon as possible.
 - o For queries relating to an expedited search that has exceeded its SLA, the fees will be adjusted accordingly. If a refund or compensation has been agreed, this will be sent to the customer within approximately 6 weeks.
 - o If the customer is not satisfied with the resolution to their query, a Senior Manager will review the matter and respond within 5 working days.

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Q3 – Where relevant, please include a copy of an extract from the public sewer map.

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

For your guidance:

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

Q4 – Does foul water from the property drain to a public sewer?

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

For your guidance:

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

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Q5 – 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.

For your guidance:

- Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.
- The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties.
- In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system.
- At the time of privatisation in 1989, Sewerage Undertakers were sold with poorly-kept records of sewerage infrastructure. The records did not always show which properties were connected for surface water drainage purposes. Accordingly, billing records have been used to provide an answer for this element of the drainage and water search.
- Due to the potential inadequacy of Sewerage Undertakers' infrastructure records with respect to surface water drainage, it is the customer's responsibility to inform the Sewerage Undertaker that they do not receive the surface water drainage service. If on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. For further information, please contact Thames Water on Tel: 0845 9200 888, or refer to the website at www.thameswater.co.uk.
- If surface water from the property does not drain to the public sewerage system, the property may have private facilities in the form of a soakaway or private connection to a watercourse.
- An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

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Q6 – 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.

For your guidance:

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

Q7 – 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.

For your guidance:

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

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Q8 – Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property.

For your guidance:

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

Q9 – Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

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

For your guidance:

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

Q10 – Where relevant, please include a copy of an extract from the map of waterworks.

A copy of an extract of the map of waterworks is included, showing water mains, resource mains or discharge pipes in the vicinity of the property.

For your guidance:

- The "water mains" in this context are those, which are vested in and maintainable by the water company under statute.
- Assets other than public water mains may be shown on the plan, for information only.

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

Q11 – Is any water main or service pipe serving or which is proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

For your guidance:

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

Q12 – Who are the sewerage and water undertakers for the area?

Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB is the sewerage undertaker for the area and Thames Water Utilities Limited, Clearwater Court, Reading, RG1 8DB, Tel: 0845 9200 888 is the water undertaker for the area.

Q13 – Is the property connected to mains water supply?

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

For your guidance:

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

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Q14 – Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

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

For your guidance:

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

Q15 – What is the current basis for charging for sewerage and water services at the property?

The charges are based on the rateable value of the property of £129.00 and the charge for the current financial year is £192.19.

For your guidance:

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

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Q16 – Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

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

For your guidance:

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

Q17 – Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £20.00 for each financial year.

For your guidance:

- If surface water from the property drains to a public sewer, then a surface water drainage charge is payable.
- Where a surface water drainage charge is currently included in the property's water and sewerage bill but, on inspection, the buyer finds that surface water from the property does not drain to a public sewer, then the property may be eligible for a rebate of the surface water drainage charge. For further information, please contact Thames Water on Tel: 0845 9200 888 or refer to the website www.thameswater.co.uk

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Q18 – Please include details of the location of any water meter serving the property.

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

For your guidance:

- Where a meter does not serve the property and the customer wishes to consider this method of charging, they should contact the water undertakers mentioned in question 12.

Q19 – Who bills the property for sewerage services?

The property is billed for sewerage services by;

Thames Water Utilities Limited
Clearwater Court
Vastern Road
Reading
Berkshire
RG1 8DB

Tel: 0845 9200 888
Internet: www.thameswater.co.uk.

Q20 – Who bills the property for water services?

The property is billed for water services by;

Thames Water Utilities Limited
Clearwater Court
Vastern Road
Reading
Berkshire
RG1 8DB

Tel: 0845 9200 888
Internet: www.thameswater.co.uk.

Q21 – 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.

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For your guidance:

- A sewer is “overloaded” when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- “Internal flooding” from public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- “At Risk” properties are those that the water company is required to include in the Regulatory Register that is presented annually to the Director General of Water Services. These are defined as properties that have suffered, or are likely to suffer, internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Company’s reporting procedure.
- Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk Register.
- Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Company.
- Public Sewers are defined as those for which the Company holds statutory responsibility under the Water Industry Act 1991.
- It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Company. This report excludes flooding from private sewers and drains and the Company makes no comment upon this matter.
- For further information please contact Thames Water on Tel: 0845 9200 800 or website www.thameswater.co.uk

Q22 – 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.

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For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- “Low water pressure” means water pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level)
- The reference level of service is a flow of 9 litres/minute at a pressure of 10metres / head on the customer's side of the 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 the Institute of Plumbing handbook.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **Abnormal demand:** This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Companies should exclude from the reported 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.
- **Planned maintenance:** Companies should not report under DG2 (Low Pressure Register) 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.
- **One-off incidents:** This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

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- **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.
- Please contact your water company mentioned in Question 12 if you require further information.

Q23 – 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 all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.

For your guidance:

- Thames Water investigates all infringements of drinking water quality standards and takes appropriate corrective actions to resolve any problems. If there were any risk to public health from the quality of drinking water supplied, the Company would have informed customers immediately and advised not to drink the water until the issue had been resolved.
- Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any 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.
- 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.
- Water quality is normally tested at the tap used for domestic consumption, normally 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.
- 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 company mentioned in Question 12 for further advice.

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- The Water Company 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.
- The data collected by the company 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 operation can be examined. Further information may be found at www.dwi.gov.uk
- If you require further advice regarding these failures, please contact your Water Company mentioned in Question 12.

Q24 – 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.

For your guidance:

- Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.
- Please contact your water company mentioned in Question 12 if you require further information.

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Q25 – Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

The nearest sewage treatment works is 2.726 kilometres to the west of the property. The name of the nearest sewage treatment works is LITTLE MARLOW STW.

For your guidance:

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

Payment for this Search

A charge of £48.99 will be added to your account.

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

All prices are in accordance with the standard terms of Property Insight; please contact us on 0118 925 1504 to obtain further details.

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The map shows a residential area with several streets and buildings. A large red circle highlights a central area. A red dashed line with arrows runs horizontally across the map, starting from the left and ending at 'GORES END ROAD'. The line has several black dots and pink dots along its path. A scale bar at the bottom indicates a width of 200m.

Streets and buildings labeled include:

- Woodbury Close
- Princes Court
- FRANK LUNN CLOSE
- Philip Cottages
- Spring Cottages
- Laurel Cottages
- Thyme Cottage
- Presbury Lodge
- Medova
- Elm Cottages
- The H in Ha
- GORES END ROAD
- 1402
- 1403
- 2401
- 2402
- 2403
- 2404
- Wellington Cottages
- The Ivy House
- Fern Cottages
- Sydney Cottages
- Kent Cottage
- by House
- Oak Cott
- Wyvern
- Riverside Cottage
- Fair View
- Mill Court
- 1401
- 1308
- 0306
- 0305
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- 0301
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The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

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Residential Drainage & Water Search Sewer Key



Public Sewer Pipes (Operated & Maintained by Thames Water)

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

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

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

Other Symbols

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

Notes:

- 1) All levels associated with the plans are to Ordnance Datum Newlyn.
- 2) All measurements on the plans are metric.
- 3) Arrows (on gravity fed sewers) or flecks (on rising mains) indicate direction of flow.

- 4) Most private pipes are not shown on our plans, as in the past, this information has not been recorded.
- 5) 'na' or '0' on a manhole level indicates that data is unavailable.
- 6) The text appearing alongside a sewer line indicates the internal diameter of the pipe in millimetres. Text next to a manhole indicates the manhole reference number and should not be taken as a measurement. If you are unsure about any text or symbology present on the plan, please contact a member of Property Insight on 0118 925 1504.

**Residential CON29DW Drainage & Water Search Water Map-DWS/DWS
Standard/2009_1574870**



The width of the displayed area is 200m








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Residential Drainage & Water Search Water Key





Public Water Pipes (Operated & Maintained by Thames Water)

-  **Distribution Main:** The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
-  **Trunk Main:** A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.
-  **Supply Main:** A supply main indicates that the water main is used as a supply for a single property or group of properties.
-  **Fire Main:** Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.
-  **Metered Pipe:** A metered pipe indicates that the pipe in question supplies water for a single property or group of properties and that the quantity of water passing through the pipe is metered even though there may be no meter symbol shown.
-  **Transmission Tunnel:** A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.
-  **Proposed Main:** A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.



Depth of Water Pipes (Normal Cover)

| PIPE DIAMETER | DEPTH BELOW GROUND |
|-----------------------------|--------------------|
| Up to 300mm (12") | 900mm (3') |
| 300mm - 600mm (12" - 24") | 1100mm (3' 8") |
| 600mm and bigger (24" plus) | 1200mm (4') |

Pipe fittings and controls (Operated & Maintained by Thames Water)

-  **Hydrant:** A point on a water main which is used by the fire services or for operational purposes by Thames Water.
-  **Meter:** Used to measure water flowing through a water main for domestic metering or operational purposes by Thames Water.
-  **General Purpose Valve:** Valves allowing control of water flow or pressure within the system.
-  **Air Valve:** A valve which allows the release of trapped air within a water pipe.

Other Water Pipes (Not Operated or Maintained by Thames Water)

-  **Private Main:** Indicates that the water main in question is not owned by Thames Water. These mains normally have text associated with them indicating the diameter and ownership of the pipe.
-  **Other Water Company or Unknown Main:** Occasionally other water company water pipes may overlap the border of our clean water coverage area. These mains are denoted in purple and in most cases have the owner of the pipe displayed along them.

Note:

Most private pipe work and assets i.e. stopcocks, are not shown on our plans (in the past this information had not been recorded).

CON29DW 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 Thames Water who produces the Report.

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

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

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

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

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

"Purchaser" means the actual or potential purchaser of the Property including their mortgage lender.

Agreement

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

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. 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:-

2.1 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 produced and sent to the Client.

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

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

2.4 The Report provides information as to the location & connection of existing services and 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 The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

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

Liability

3.1 The Company shall not be liable to 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 are 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 supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 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 Home Information Pack Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties. When the Report is used for land only transactions the Company's entire liability (except to the extent provided by clause 3.4) in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £5,000.

3.4 The Company shall accept liability for death or personal injury arising from its negligence.

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 to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by either of them of the terms of paragraphs 4.1 to 4.4 inclusive.

Payment

5. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by The Company, without any set off, deduction or counterclaim. Unless the Customer or Client has an account with The Company for payment for Reports, The Company must receive payments for Reports in full before the Report is produced. For Customers or Clients with accounts, payment terms will be as agreed with The Company.

General

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 the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 These terms and conditions may be enforced by the Customer the Client and the Purchaser

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



Property Information Questionnaire

Part 1

About this form:

This form should be completed by the seller. The seller may be the owner or owners; a representative with the necessary authority to sell the property for an owner who has died; a representative with the necessary authority to sell the property for a living owner (e.g. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware -

Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.

Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.

If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.

If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.

If you are an estate agent you should be aware -

This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.

The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

If you are the buyer you should be aware -

This information contained in this document should have been completed truthfully and accurately by the seller. However, the information only relates to the period during which the seller has owned the property (see question 1) and does not replace official documents or legal information and you should confirm any information with your conveyancer

The seller must provide the information set out in Part 1 of this questionnaire.

Where the property being sold is a leasehold property, the seller must also complete Part 2 of this questionnaire.

All properties

- | | |
|---------------------------------------|--|
| a. The postal address of the property | 7 Frank Lunnon Close, Bourne End, Bucks, SL8 5UP |
| b. The name(s) of the seller(s) | Mr Andrew Sheldon and Mrs Victoria Sheldon |
| c. The date the PIQ was completed | 27/08/2009 |

- | | |
|-------------------------------------|-----------|
| 1. When was the property purchased? | July 2009 |
|-------------------------------------|-----------|

- | | |
|--|--|
| 2. Is your property a listed building or contained in a listed building? | <input type="radio"/> Yes <input checked="" type="radio"/> No <input type="radio"/> Don't Know |
|--|--|

- | | |
|--|---|
| 3. What council tax band is the property in? | <input type="radio"/> A <input type="radio"/> B <input checked="" type="radio"/> C <input type="radio"/> D <input type="radio"/> E <input type="radio"/> F <input type="radio"/> G <input type="radio"/> H |
|--|---|

- | | |
|--|---|
| 4. What parking arrangements exist at your property? | <input type="checkbox"/> Garage <input checked="" type="checkbox"/> Allocated parking space <input type="checkbox"/> Driveway <input type="checkbox"/> On street <input type="checkbox"/> Residents permit <input type="checkbox"/> Metered parking <input type="checkbox"/> Shared parking Other: |
|--|---|

Other issues affecting the property

5. Has there been any damage to your property as a result of storm or fire since you have owned it? ☐ Yes ☒ No ☐ Don't Know

5a. If "yes" please give details.

6. If you answered "yes" to question 5, was the damage the subject of an insurance claim? ☐ Yes ☐ No ☐ Don't Know

6a. If "yes" please state whether any of these claims are outstanding.

7. Are you aware of any flooding at your property since you have owned it or before? ☐ Yes ☒ No

7a. If "yes", please give details.

8. Have you checked the freely available flood risk data at the Environmental Agency's web site (<http://www.environmental-agency.gov.uk>)? ☐ Yes ☒ No

8a. If "yes", please give details.

9. Has there been any treatment or preventative work for dry rot, wet rot or damp in the property since you have owned the property? ☐ Yes ☒ No

9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.

Utilities and services

10. Is there central heating in your property?

☐ Yes ☒ No ☐ Don't Know

10a. If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid petroleum gas).

11. Has the central heating been serviced?

☐ Yes ☐ No ☐ Don't Know

11a. If "yes", when was your central heating or other primary heating system last serviced?

11b. If "yes", is there a service report available?

☐ Yes ☐ No

12. Has the electrical wiring in your property been checked?

☐ Yes ☐ No ☒ Don't Know

12a. If "yes", when was your electrical wiring last inspected?

12b. If "yes", is there a service report available?

☐ Yes ☐ No

13. Please indicate which services are connected to your property:

- ☒ Electricity
- ☐ Gas
- ☒ Water mains or private supply
- ☒ Drainage to public sewer
- ☒ Telephone
- ☒ Cable TV or satellite
- ☐ Broadband

Changes to the property

14. Have you carried out any structural alterations, additional or extensions (e.g. provision of an extra bedroom or bathroom) to the property?

☐ Yes ☒ No ☐ Don't Know

14a. If "yes", please give details of the nature of the work.

14b. Was building regulation approval obtained?

☐ Yes ☐ No ☐ Don't Know

14c. Was planning permission obtained?

☐ Yes ☐ No ☐ Don't Know

14d. Was listed building consent obtained?

☐ Yes ☐ No ☐ Don't Know

If the response was "no" for 14b, 14c or 14d, please state why not (e.g. "not required" or "work completed under approved personal scheme").

15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?

☐ Yes ☒ No ☐ Don't Know

15a. If "yes", please give details of changes and guarantees, if held.

Access

16. Do you have right of access through any neighboring homes, buildings or land?

☐ Yes ☐ No ☒ Don't Know

16a. If "yes", please give details.

17. Does any other person have the right of access through your property?

☐ Yes ☒ No ☐ Don't Know

17a. If "yes", please give details.

Leasehold properties

18. Is your property a leasehold property?

☒ Yes ☐ No

If "yes" complete part 2 of this questionnaire. If "no" there is no need to complete part 2 of this questionnaire.

Part 2 Leasehold properties

Only complete this part if the property is a leasehold property.

If the lease is a new one and has not yet been granted, please answer the questions based on the draft terms of the lease.

Before entering into a binding commitment, buyers should confirm any matter relating to the leasehold ownership by reading the lease and checking the position with their conveyancer.

19. What is the name of the person or organisation to whom you pay -

19a. ground rent; and

Summit Homes Limited

19b. service charges (if different from (a) above)?

Cores End Management Company

20. How many years does your lease have left to run?

73

21. How much is your current rent?

included in service charge

22. How much is your current annual service charge?

50 per month

23. How much is your your current annual buildings insurance premium (if not included in the service charge)?

included in service charge

24. Are you aware of any proposed or ongoing major works to this property?

☐ Yes ☒ No ☐ Don't Know

24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?

25. Does this prevent you from -

25a. Sub-letting?

☐ Yes ☒ No ☐ Don't Know

25b. Keeping pets?

☐ Yes ☒ No ☐ Don't Know

26. Does the lease allow you to:

26a. Use a car park or space?

☒ Yes ☐ No ☐ Don't Know

26b. Have access to a communal garden (where applicable)?

☒ Yes ☐ No ☐ Don't Know

27. Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?

☐ Yes ☐ No ☒ Don't Know

27a. If "yes", please specify

H.M. LAND REGISTRY
LAND REGISTRATION ACT 1925 TO 1971

| | | |
|---------------------|---|--|
| County and District | : | Buckinghamshire - Wycombe |
| Title No. | : | BM 71900 |
| Property | : | Plot No. 4 on the Estate of Summit Homes Limited at Cores End Road |

THIS LEASE is made the 17th day of October One thousand nine hundred and eighty-four

BETWEEN the Company whose name and address is set out in paragraph (a) of Part 5 of the Schedule hereto (hereinafter called "the Lessor" which expression shall unless the context otherwise requires include the person or company for the time being entitled to the reversion immediately expectant on the term hereby granted) of the first part the person whose name and address is set out in paragraph (b) of Part 5 of the Schedule hereto (hereinafter called "the Lessee" which expression shall unless where the context otherwise requires include the persons deriving title under him) of the second part and the Company whose name and address is set out in paragraph (c) of Part 5 of the Schedule hereto (hereinafter called "the Company") of the third part

WHEREAS:

(1) (a) There is erected or in the course of being erected on the part of Lessor's building estate at Cores End Road in the County of Buckingham four blocks of flats (hereinafter called "the Flats") comprising plots 3-20 inclusive shown on the plan annexed hereto (hereinafter called "Plan 1")

(b) The Lessor is registered with Title Absolute under Title No. BM 71900 in respect of the land edged purple on Plan 1

(c) The expression "the common parts" means all those parts of the Flats and the adjoining land for which the Company is responsible under its obligations set out in Part IV of the Schedule hereto

(2) The Lessor has recently offered to lease individual flats and parking spaces in accordance with a general scheme and intends that every such lease should impose upon the lessee of each part and upon the Company in accordance with the said general scheme the obligations and restrictions as set out in Parts 3 and 4 of the Schedule hereto and to the intent that the Lessor the Company and the Lessee for the time being of any part may be able to enforce at law or in equity the performance and observance thereof by the Company and the Lessee for the time being of each and every part

(3) The Company has been incorporated with the object (inter alia) of providing certain services to and for the lessees of the Flats which said services are more particularly described in Part 4 of the Schedule hereto

(4) The Lessor has agreed with the Lessee for the grant to the Lessee of the lease of the premises hereinafter described for the consideration and at the rents and on the terms and conditions hereinafter appearing

(5) The Lessee has agreed with the Lessor and the Company to enter into the covenants with the Company and on the Lessee's part to be performed and observed as hereinafter appears and in consideration thereof the Company has agreed to enter into the covenants with the Lessor and the Lessee and on the Company's part to be performed and observed as set out in Part 4 of the Schedule hereto

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum set out in Part 5 of the Schedule hereto now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants hereafter reserved and contained and on the part of the Lessee to be paid performed and observed the Lessor HEREBY DEMISES unto the Lessee ALL THOSE premises more

se
hereinafter called "the demised premises" TOGETHER WITH the easements
rights and privileges set out in Part 1 of the Schedule hereto subject as
herein mentioned EXCEPT AND RESERVING unto the Lessor and all other
the lessees of the remaining flats as set out in Part 2 of the Schedule hereto
and FURTHER EXCEPT AND RESERVING unto the Lessor and all other
persons entitled thereto and authorised by the Lessor as set out in Part 2 of
the Schedule hereto TO HOLD the same unto the Lessee for the term
mentioned in Part 5 of the Schedule hereto
YIELDING AND PAYING THEREFOR unto the Lessor during the said term
the yearly rent set out in Part 5 of the Schedule hereto variable as more
particularly described therein in advance by equal half yearly payments on
the 24th day of June and the 25th day of December in every year free of all
deduction whatsoever the first payment being an apportioned part of the said
rent calculated from the date hereof to be made on the execution hereof

2. THE Lessee HEREBY COVENANTS with the Lessor and the Company
and with each of them as follows:

- (i) To pay to the Lessor the said rent during the said term hereby
granted at the times and in the manner aforesaid without any
deduction
- (ii) To pay and discharge and keep the Lessor and the Company
indemnified from and against all existing and future rates taxes
duties charges assessments impositions and outgoings whatsoever
(whether imposed by statute or otherwise and whether of a
national or local character and whether of the nature of capital or
revenue and even though of a wholly novel character) now or at
any time during the term payable in respect of the demised
premises or any part thereof by a Lessor or a Lessee or the owner
or occupier for the time being thereof PROVIDED ALWAYS that

if any such outgoings as aforesaid shall be assessed or charged upon the Flats as a whole or any part thereof including the demised premises the Lessee shall be liable for such proportion thereof as the Surveyor for the the time being of the Lessor shall certify to be reasonable

- (iii) Not to injure cut or maim any of the walls ceilings floors or partitions of the demised premises
- (iv) Not to make any structural alterations or structural additions to the demised premises or the internal arrangements thereof or remove any of the Lessor's fixtures without the previous consent in writing of the Lessor
- (v) To pay all costs charges and expenses (including solicitor's costs and surveyor's fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Sections 146 and 147 of the Law of Property Act 1925 (including any such fees payable in respect of the preparation and service of any Schedule of Dilapidations) notwithstanding that forfeiture may be avoided otherwise that by relief granted by the Court
- (vi) Forthwith after service upon the Lessee of any notice affecting the demised premises served by any person body or authority (other than the Lessor) to deliver a true copy thereof to the Lessor and if so required by the Lessor to join with the Lessor in making such representations to any such person body or authority concerning any proposals affecting the demised premises as the Lessor may consider desirable and to join with the Lessor in any such appeal against any order or direction affecting the demised premises as the Lessor may consider desirable
- (vii) During the last seven years of the term hereby granted not to assign underlet or part with the possession of the demised

premises or any part thereof or the said fixtures (if any) without the previous consent in writing of the Lessor such consent not to be unreasonably withheld

- (viii) Not to assign underlet or part with possession of part only of the demised premises
- (ix) Within one calendar month after any such document or instrument as is hereinafter mentioned shall be executed or shall operate or take effect or purport to operate or take effect to produce to the Lessor's Solicitors either the original or a certified copy of every assignment transfer mortgage or legal charge of this lease of the demised premises and also every underlease of the demised premises for substantially the whole of the unexpired term and every assignment of such underlease and also any Probate Letters of Administration Order of Court or other instrument effecting or evidencing a devolution of title as regards the term hereby granted or any such underlease as aforesaid for the purpose of registration and for such registration to pay to the Lessor's Solicitors their reasonable fee to which shall be added Value Added Tax or other equivalent tax in respect of such document or instrument so produced
- (x) At the expiration or sooner determination of the said term to surrender and yield up peaceably to the Lessor the demised premises together with all additions thereto and all the Lessor's fixtures and fittings (if any) in good substantial and tenantable repair and condition
- (xi) At all times hereafter to observe and perform any restrictions covenants conditions and stipulations which are contained or referred to in Part 3 of the Schedule hereto so far as the same are still subsisting and capable of being enforced and affect the

demised premises

- (xii) To indemnify the Lessor against all actions claims demands and liability in respect of any breach of the said restrictions covenants conditions and stipulations or any of them so far as aforesaid

3. IN accordance with the said general scheme for the benefit of the Lessor and the lessees of the other flats the Lessee hereby covenants with the Lessor the Company and the lessees for the time being of the other flats and with each of them that the Lessee will from time to time and at all times hereafter during the said term:-

- (1) Keep the demised premises throughout the term hereby granted (other than the parts thereof referred to in Part 4 of the Schedule hereto) and all walls party walls sewers drains pipes cables wires timbers floors and ceilings and appurtenances thereto belonging in good substantial and tenantable repair and condition and in particular so as to support shelter and protect the other flats in the block of which the demised premises forms part and in such good substantial and tenantable repair and condition yield up the demised premises at the expiration or sooner determination of the term hereby created
- (2) Without prejudice to the generality of the previous sub-clause once in every seven years of the term and also during the last three months or at the sooner determination thereof paint all the inside wood and iron work usually painted of the demised premises including where applicable the floor and interior walls of any balconies with two coats of good paint in a proper and workmanlike manner and afterwards varnish the parts usually varnished and also whitewash and paint or paper all ceilings and walls as the same are now whitened painted or papered

- (3) Execute and do at the expense of the Lessee all such works and things whatever (other than as aforesaid) as may now or at any time during the term be directed or required by any National or Local or other public authority to be executed or done upon or in respect of the demised premises by the owner or occupier thereof
- (4) Perform and observe all and singular the obligations and restrictions set out in Part 3 of the Schedule hereto
- (5) (a) Deposit with the Company on the execution hereof the sum set out in Part 5 of the Schedule hereto (the receipt whereof the Company hereby acknowledges) and to permit the Company to retain the same during the term hereby granted as a reserve towards making good any default by the Lessee in the payments referred to in the next following sub-clause hereof which shall be payable in full notwithstanding such deposit which or the unexpended part of which shall be payable without interest to the Lessee at the end or sooner determination of the said term
- (b) Contribute and pay on demand such reasonable sum or sums by way of provision for anticipated expenditure as the Lessor or the Company may in their discretion allocate as being fair and reasonable in the circumstances
- (c) If required by the Company with every half yearly payment of rent reserved hereunder pay to the Company such sum in advance and on account of the service charge as the Company or its accountants or managing agents (as the case may be) shall specify at their discretion to be a fair and reasonable interim

payment

- (d) Contribute and pay on demand the proportionate part specified in Part 5 of the Schedule hereto of the costs charges and expenses from time to time incurred by the Company in performing and carrying out the obligations and each of them set out in Part 4 of the Schedule hereto

PROVIDED ALWAYS that if the Lessor shall under the provisions of clause 6 (iii) hereof perform or carry out all or any of the obligations of the Company hereunder the Lessee shall contribute and pay to the Lessor on demand the due proportion of all costs charges and expenses as more particularly hereinbefore mentioned

- (6) Comply with and observe any reasonable regulations which the Company may consistently with the provisions of this Deed make to govern the use of the Flats and any part thereof such regulations may be restrictive of acts detrimental to their character or amenities and any costs charges or expenses incurred by the Company in preparing or supplying copies of such regulations or in doing works for the improvement of the Flats providing services or employing gardeners porters or other employees shall be deemed to have been properly incurred by the Company in pursuance of its obligations under Part 4 of the Schedule hereto

- (7) Under any transaction or disposition to which the Lessee is a party or over which he has any control involving a change in the ownership of the demised premises procure that the person becoming or contracting to become as a result of such transaction or disposition the owner of the demised premises (hereinafter called "the new owner") which expression shall be deemed to

include only an assignee of this lease and any person holding as undertenant for substantially the whole of the unexpired part of the term hereby granted (but excluding any Mortgagee):

- (a) Becomes a member of the Company
 - (b) Enters into covenants with the Lessor and the Company to observe and perform all covenants by the Lessee with the Lessor and the Company contained in this lease the costs and expenses of the Lessor and the Company in entering into the covenants to be borne by the new owner
- (8) Permit the Lessor and the Company and their respective surveyors and agents with or without workmen at all reasonable times upon reasonable notice during the said term to enter upon and examine the condition of the demised premises and thereupon the Lessor or the Company may serve upon the Lessee notice in writing specifying any repairs necessary to be done and for which the Lessee is directly responsible under his covenants hereinbefore contained and requiring the Lessee forthwith to execute the same and if the Lessee shall not within one month after the service of such notice commence and proceed diligently with the execution of such repairs then to permit the Lessor and the Company and their respective agents to enter upon the demised premises and execute such repairs and the costs thereof shall be a debt immediately due from the Lessee to the Lessor or the Company as the case may and shall be forthwith recoverable by action
- (9) Permit the Lessor and the Company and their respective surveyors and agents with or without workmen and others at all reasonable times on reasonable notice to enter into and upon the

demised premises or any part thereof for the purpose of repairing altering or amending any part of the Flats and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in order and good condition all sewers drains pipes cables watercourses gutters wires party structures or other conveniences and services common to any part of the Flats or belonging to or serving or used for the Flats or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and waterpipes and electric wires and cables and for similar purposes and also for the purpose of cutting off the supply of water gas or electricity to the demised premises or any other part of the Flats in the case of emergency or in respect of the supply of water only where the Lessee or the occupier of such other part of the Flats as the case may be shall have made default in paying the water rate or any part thereof the person or persons exercising such right making good all damage thereby occasioned

- (10) (a) At the Lessee's own expense obtain all necessary permissions and approval under the Town and Country Planning Acts or otherwise for any additions or alterations to the demised premises that may be made from time to time during the said term and produce to the Lessor or its surveyor all such permissions and approvals
- (b) Not to do or permit or suffer to be done or omitted any act matter or thing in on or respecting the demised premises required to be omitted or done (as the case may be) by the Town and Country Planning Acts or any byelaw or which shall contravene the provisions of the said Acts or byelaws or any of them

- (c) At all times hereafter indemnify and keep indemnified the Lessor from and against all actions proceedings costs expenses claims and demands in respect of any such act matter or thing done or omitted by or on behalf of the Lessee which shall contravene the said provisions of the said acts or byelaws or any of them as aforesaid
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- (11) Within seven days of receipt of notice or knowledge of the same by the Lessee give to the Lessor full particulars of any notice order or proposal for a notice or order or licence consent permission or direction made given or issued by any competent authority under or by virtue of the Town and Country Planning Acts and byelaws affecting or relating to the demised premises and at the request of the Lessor (but at the sole cost and expense or the Lessee) the Lessee shall make or join with the Lessor in making such appeal or objection or representation against or in respect of any such notice order proposal or direction or any refusal of or condition imposed under any such licence consent or permission as the Lessor shall reasonably deem expedient

4. THE Lessor HEREBY COVENANTS with the Lessee and the Company as follows:-

- (i) The Lessee paying the rents hereby reserved and performing and observing the several covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall and may peaceably and quietly hold and enjoy the demised premises during the term without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it
- (ii) That the Lessor will require every person to whom it shall

hereafter grant a lease of any part of the Flats to covenant to perform and observe such several covenants conditions and agreements as aforesaid and if so required by the Lessee shall take all reasonable steps to enforce the same and the covenants on the Company's part contained in clauses 7 and 8 hereof provided that the Lessee shall indemnify the Lessor against all costs charges and expenses incurred or to be incurred in respect of such enforcement and the Lessor may require the Lessee to lodge reasonable security against such costs charges and expenses prior to enforcing such covenants

- (iii) That the Lessor will allow the Company and persons authorised by the Company to have such access to the Flats and the common parts as may be necessary and proper for enabling the Company to carry out its obligations hereunder

5. PROVIDED ALWAYS AND IT IS HEREBY AGREED that:-

- (i) In case at any time during this demise any dispute shall arise between the Lessee and any other of the lessees or tenants of the Lessor or any other matters whatsoever in this Deed contained then and in every such case such dispute shall be referred for the determination and award of the surveyor for the time being of the Lessor whose determination and award shall be final and binding on the Lessee and on any other parties to the reference and such surveyor shall be entitled to require and to be paid the proper and usual fee in respect of each such reference such fee to be borne in equal proportions by the parties to the reference and to be paid to such surveyor at the time of making the reference

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- (ii) ~~If the rent hereby reserved or any part thereof shall be in arrear~~
and unpaid for twenty-one days after becoming due and payable (whether formally demanded or not) or if there shall be any

breach of any covenants or agreements on the part of the Lessee herein contained then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the demised premises or any part thereof in the name of the whole and immediately thereupon this demise shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach or any covenant or agreement on the part of the Lessee herein contained

6. IT IS HEREBY AGREED AND DECLARED as follows:-

- (i) Neither the Lessor nor the Company shall be liable or responsible for any loss or damage suffered by the Lessee or any visitor or employee of the Lessee or any other person or to their personal goods or property by reason of any act neglect or default of the Lessor or the Company or of any agent contractor employee or licensee of the Lessor the Company or any other lessee or occupier of the Flats or by reason of theft or otherwise from the demised premises or any part of the Flats or by reason of any defect or want of repair in the Flats or any part thereof or in any fixture pipe wire staircase lift (if any) or thing or the absence of lighting in or upon the Flats or any part thereof except insofar as any such liability may be covered by the insurance effected by the Company under paragraph 6 of Part 4 of the Schedule hereto
- (ii) Where the demised premises are demised to two or more persons all covenants herein expressed to be by the Lessee shall be joint and several and in this Deed where the context admits the masculine includes the feminine and neuter and the singular includes the plural
- (iii) If during the term hereby granted the Company shall fail or neglect to perform and observe its obligations or any of them

hereunder or shall go into liquidation the Lessor shall be entitled to undertake (or by action or otherwise compel the Company to undertake) the obligations or any of them hereby agreed to be undertaken by the Company and shall be entitled to recover from the Lessee a due proportion of all monies costs charges and expenses incurred by the the Lessor in connection therewith

7. THE Company HEREBY COVENANTS with the Lessee to perform and observe the obligations and each of them set out in Part 4 of the Schedule hereto

8. THE Company HEREBY COVENANTS with the Lessor:-

- (i) To perform and observe the obligations and each of them set out in Part 4 of the Schedule hereto and in the event of the Company failing to perform and observe the obligations or any of them as set out in Part 4 of the Schedule aforesaid the Company hereby authorises the Lessor and its agent to perform and observe the said obligations or any of them and to recover from the Lessee the due proportion of the costs charges and expenses so incurred by the Lessor as agent for the Company PROVIDED ALWAYS that the Lessor may at any time serve a notice on the Company specifying any want of repair or declaration which it deems reasonably necessary to be effected under the Company's obligations set out in Part 4 of the Schedule hereto and the Company shall within two months after the giving of such notice make good all defects and wants of repair or decoration to the satisfaction of the Lessor or its surveyor or agents for the time being
- (ii) To collect from each Lessee and from the lessees of the other flats their respective yearly rents and to pay the same to the Lessor by half yearly instalments on the 24th June and 25th

December in every year free of all deductions together with interest thereon at the rate of 4% over the base rate of Barclays Bank Plc in respect of any outstanding rent or rents PROVIDED

ALWAYS that this clause shall not prevent the Lessor from collecting the yearly rents from individual lessees should it desire by notice in writing served on the Lessees and on the Company

9. THIS Deed shall incorporate the regulations as to notices contained in Section 196 of the Law of Property Act 1925

10. IN this Deed reference to the Town and Country Planning Acts shall include the Town and Country Planning Acts 1947 to 1968 and any statutory modification or re-enactment thereof for the time being and any orders regulations or directions issued under or by virtue thereof

11. 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 rent exceeds THIRTY THOUSAND POUNDS (£30,000)

IN WITNESS whereof the Lessor and the Company have caused their respective Common Seals to be hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first above written

THE SCHEDULE

PART 1

1. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) at all time by day or by night to the extent necessary for the purpose of domestic use and convenience incident to the occupation of the demised premises only to go pass and repass with or without vehicles over and along the estate road coloured pink and forecourts coloured brown on the Plan 1 annexed hereto and on foot only over and along the paths serving the demised premises

subject to the payment by the Lessee of his due proportion of all costs charges and expenses in connection therewith as hereinbefore provided

2. Full right and liberty for the Lessee and all persons authorised by him (in common with all other persons entitled to the like right) to use when available the gardens of the Flats shown coloured green on Plan 1 for the purpose of rest and quiet recreation (not involving the playing of games) subject to such reasonable rules and regulations for the common enjoyment thereof as the Company may from time to time prescribe

3. The right to subjacent and lateral support and shelter and protection from the elements for the demised premises from the other flats in the block of which the demised premises forms part and from the foundations and roof thereof

4. The free and uninterrupted passage and running of water and soil gas electricity and telecommunications from and to the demised premises through and along the sewers drains and watercourses gutters cisterns cables pipes and wires which are now or may at any time within 80 years hereafter (being the perpetuity period applicable hereto) be in under or passing through the Flats or the Lessors adjoining land

5. The right for the Lessee with or without workmen and others at all reasonable times on reasonable notice (except in the case of emergency) to enter into and upon other parts of the Lessor's adjoining land for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses gutters cisterns cables pipes and wires solely serving the demised premises and of laying down any replacement sewers drains and watercourses gutters cisterns cables pipes and wires causing as little disturbance as possible and making good any damage caused thereby

6. The right for the Lessee with or without workmen and others at all reasonable times on reasonable notice (except in the case of emergency) to enter into and upon other parts of the property of the Lessor's adjoining

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land for the purpose of repairing maintaining renewing altering or rebuilding the demised premises or any part of the block of which the demised premises forms part giving subjacent or lateral support shelter or protection to the demised premises causing as little disturbance as possible and making good any damage thereby caused

7. The benefit of the respective covenants obligations and restrictions contained in the leases of any other part of the Flats granted or within 80 years hereafter to be granted by the Lessor

8. The right to keep a dustbin or to use any container provided by the Company for the deposit of household refuse in the dustbin area of the Flats

PART 2

1. Easements rights and privileges over and along and through the demised premises similar in all respects mutatis mutandis to those set forth in paragraphs 3 4 5 6 and 7 of Part 1 of the Schedule hereto

2. Power for the Lessor and the Company and their respective surveyors and agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter the demised premises for the purpose of performing and observing their respective covenants and obligations hereunder the Lessor or the Company (as the case may be) making good any damage thereby caused

3. The right at any time hereafter to erect any buildings upon any land adjoining or near to the demised premises or to alter rebuild and make additions to any of the adjoining or neighbouring buildings erected or to be erected on the said land in such manner as the Lessor shall think fit notwithstanding that the access of light or air to the demised premises may be obstructed or diminished

PART 3

1. Not to use the demised premises or permit the same to be used

for any illegal or immoral purpose or for any purpose whatsoever other than as a private residence in the occupation of one family only

2. Not to do or permit to be done any act or thing in or upon the demised premises or on any part of the common parts which may be or grow to be a nuisance or annoyance to the Lessor or the Company or any of the occupiers of the other flats

3. Not to do or permit to be done any act or thing in or upon the demised premises or on the common parts which may render void or voidable any policy or policies of insurance of the demised premises or of any part of the Flats or may operate to increase the premium payable in respect thereof

4. Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the demised premises

5. Not to play or use or permit to be played or used any piano Pianola gramophone wireless or television loud speaker or mechanical instrument of any kind between the hours of 12 midnight and 8.00 a.m. nor sing or carry on loud conversation or allow the same to be done in the demised premises so as to cause damage nuisance or annoyance to the Lessor or the Company or the Lessee of any part of the other flats

6. Not without the previous consent of the Lessor in writing to place or permit to be placed any name writing drawing sign board plate or placard of any kind in or upon or from the external walls or any window on the exterior of the demised premises so as to be visible from the outside of the Flats

7. Not to hang or expose any clothes or place to any flower box or flower pots or other like objects outside the demised premises or permit the same to be done and no mat shall be shaken outside the windows of the demised premises

8. Not to keep or permit to be kept any bird dog or other animal in

or upon the demised which may cause a nuisance damage or annoyance to the tenants or occupiers of any of the other flats or to which an objection shall be notified by the Company

9. Not to erect or permit to be erected any external wireless or television aerial in or upon the demised premises without prior consent in writing of the Lessor

10. Not to permit any vehicles goods or articles to obstruct common entrances common pathways common forecourts common accessways of the gardens of the Flats or the Lessor's adjoining land provided that this clause shall not prohibit the reasonable use by the Lessee of the visitors car parking spaces shown marked with a letter 'V' on the Plan 1 annexed hereto in such manner as to cause no congestion or inconvenience to other users thereof

11. Not to make or permit or suffer to be made any alterations to the external walls of the demised premises and not to paint or distemper any external part of the demised premises

12. To clean the windows of the demised premises at least once a month

PART 4

Subject to the due performance by the Lessee of his obligations to contribute to the costs charges and expenses of the Company as herein provided the Company will perform the duties and obligations set out below

A

1. Through its authorised officers to administer and generally carry out the functions necessary for the proper and efficient management of the Company in the interest of the owners of the Flats

2. The Company shall keep proper books of accounts of all costs charges and expenses incurred by it in carrying out its obligations under this part of the Schedule and an account shall be taken on the 31st day of March in each year during the continuance of this demise of the amount of the said

costs charges and expenses incurred since the date of the commencement of the term hereby created or of the last preceding account as the case may be

3. (a) The amount of the service charge shall be ascertained and certified by a certificate (hereinafter called "the certificate") signed by the Company's auditors or accountants or managing agents acting as experts and not as arbitrators annually and so soon after the end of the Company's financial year (and in any event within six months thereafter) as may be practicable and shall relate to such year in manner hereinafter mentioned

(b) The expression "the Company's financial year" shall mean the period from the 1st day of April in each year to the 31st day of March in the same year or such other annual period as the Company may in its discretion from time to time determine as being that in which the accounts of the Company shall be made up

4. A copy of the certificate for each such financial year shall be supplied by the Company to the Lessee. The certificate shall contain a summary of the Company's said expenditure and outgoings incurred by the Company during the Company's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the service charge and the certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes thereof of the matters which it purports to certify

5. As soon as practicable after the signature of the certificate the Company shall furnish the Lessee an account of the service charge payable by the Lessee for the year in question due credit being given therein for all interim payments made by the Lessee in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Lessee to the Company the amount of the service charge as aforesaid or any balance found payable or there shall be allowed by the Company to the Lessee any amount which may have been overpaid by the

Lessee by way of interim payment as the case may require

B

The Company will whenever reasonably necessary or whenever the Lessor its agents or surveyors for the time being consider it reasonably necessary and in any event within two months of any notice served under clause 8 of this Deed maintain repair redecorate renew cultivate or cleanse (as the case may be)

1. The gas and water pipes drains and electric cables and wires serving the Flats

2. The following areas or features shown on Plan 1:-

- (i) The parking spaces numbered 3-20 and the visitors parking bays coloured brown
- (ii) The external boundary fences erected or to be erected by the Lessor within the perpetuity period applicable hereto between the points marked A-B B-C C-D D-E (the "T" marks shown on Plan 1 relate to the existing boundary fences of adjoining properties not within the ownership of the Lessor)
- (iii) The garden areas and verges coloured green
- (iv) The forecourts coloured brown and blue

C

The Company will whenever reasonably necessary or whenever the Lessor its agents or surveyors for the time being consider it reasonably necessary and in any event within two months of any notice served under clause 8 of this Deed carry out the following obligations and duties:-

1. Maintain repair redecorate and renew:-

- (a) The external walls and structure and in particular the main load bearing walls and foundations roof (including the roof above the common entrance lobbies of the

Flats) storage tanks gutters rainwater pipes and any party walls of the Flats

- (b) The pathways serving the Flats and all gas and water pipes drains electric cables and other parts of the Flats so enjoyed or used by the lessees in common as aforesaid

2. Maintain repair and renew any lighting installed for the benefit of the Flats

3. Keep the garden area and verges coloured green on Plan 1 cultivated and maintained in a neat and tidy condition

4. The Company will not less frequently than once in every third year decorate with two coats of good quality paint or otherwise treat all such parts of the exterior of the Flats as ought to be or are usually so treated and will in the seventh year of the said term and thereafter in every subsequent seventh year during the said term paint with two coats of good quality paint whiten distemper and paper respectively all such interior parts of the Flats previously or as ought to be so painted whitened distempered and papered (except the interior of the demised premises) so that the painting whitening distempering papering or other treatment shall be of a good quality not inferior to that previously used on the parts so painted whitened distempered papered or treated

5. The Company shall at all times during the said term (unless such insurance shall be vitiated by any act or neglect of the Lessee) insure and keep insured the Flats in the names of the Lessor and the Lessee his mortgagees (according to their respective estates and interest) and the Company against the usual comprehensive risks with some insurance Company of repute nominated by the Lessor and through the agency of the Lessor including loss or damage by fire and loss or damage or liability to any person arising from the ownership or occupation or user of the Flats and all

other risks usually prescribed as property owners liability and such other risks (if any) as the Lessor or its agents may think fit in the full replacement value thereof (inclusive of architects' and surveyors' fees) and will in the event of the Flats or any part thereof being damaged or destroyed by any insured risk as soon as reasonably practicable apply the insurance monies payable in respect thereof in the repair rebuilding or reinstatement of the Flats or any part thereof in good and substantial manner under the direction and to the satisfaction of the Lessor or its surveyor for the time being and if the money to be received under any such policy of insurance shall be insufficient for the purpose to make good the deficiency out of the Company's own monies

6. The Company may at its option maintain in the dustbin area provided a container or containers for the deposit of household refuse and provide for it to be regularly emptied

PART 5

- (a) The Lessor is SUMMIT HOMES LIMITED whose registered office is situate at Berkley House Barnet Road London Colney in the County of Hertford AL2 1BG
- (b) The Lessee is MARTIN JOHN HOBERN of 18 School Close High Wycombe in the County of Buckingham
- (c) The Company is CORES END MANAGEMENT COMPANY LIMITED
- (d) The consideration mentioned in clause 1 is TWENTY-EIGHT THOUSAND NINE HUNDRED AND FIFTY POUNDS (£28,950)
- (e) The demised premises is all that the ground floor flat and parking space for identification only shown edged red on Plan 1 annexed hereto being Plot No. 4 on the Lessor's Cores End Road Estate (being more particularly shown on the specimen floor plan appearing on Plan 2 annexed hereto) excluding the sub-soil under the said parking space but including the ceiling plaster and

including the floor (but excluding the ceiling plaster) of the premises below (if applicable) and including the plaster of the external walls and further the internal walls dividing the rooms and parts of the demised premises and one half (severed vertically) of the internal walls of the demised premises dividing the demised premises from any other premises or common parts of the Flats and including the windows window frames glass and fastenings of the demised premises (and including the front door entranceway and stairway leading to the demised premises)

(f) The term mentioned in clause 1 is 99 years from the 25th December 1983

(g) (i) In this clause:

(1) the expression "rent period" shall mean one of the successive periods each of twenty-one years or fifteen years in the case of the last such period of the term hereby granted the first such period commencing on the date of the commencement of the said term

(2) the expression "the relevant date" shall mean in relation to the assessment of the rent to be paid during any rent period the date three months before the commencement of that rent period

(3) the expression "the value of the Premises" as used with reference to a specified date shall mean the open market value of the then unexpired portion of the term of years in the Premises hereby created

(ii) The annual rents hereby reserved in respect of the Premises shall be:-

(1) During the first rent period SEVENTY POUNDS (£70)

(2) During each rent period thereafter the rent reserved

during the preceding rent period or a one two-hundreth part of the value of the Premises on the relevant date whichever shall be the greater

PROVIDED that the Lessor shall give notice in writing to the Lessee (to be sent by pre-paid post to the address of the demised premises) at least two months prior to the commencement of each rent period of the Lessor's intention to increase the rent at the commencement of that rent period (the rent period in respect of which the rent is to be determined being herein referred to as "the new rent period") and such notice shall state the Lessor's valuation of the Premises on the relevant date and the corresponding annual rent calculated as aforesaid SAVE ALWAYS that time shall not be of the essence as regards the service of the notice by the Lessor and if for any reason whatsoever the Lessor fails to give notice as mentioned above before the expiration of the time thereon specified but gives such a notice at any time thereafter but within two years of the new rent period the subsequent provisions of this clause shall have effect for the purposes of determining the open market rental for the new rent period and if the determination of the value of the Premises is made after the commencement of the new rent period it shall be made on the basis of values prevailing at the commencement of that period and not those prevailing at the time of determination In the event of the Lessee not serving on the Lessor notice of objection as hereinafter provided such valuation by the Lessor shall be taken as the value of the Premises on the relevant date The Lessee shall have the right to object to such valuation by the Lessor by serving notice on the Lessor of his objection within one month of the receipt of the Lessor's notice and in the event of the

Lessee serving such a notice of objection the value of the Premises on the relevant date shall be such valuation as may be agreed between the Lessor and the Lessee but if the Lessor and the Lessee shall be unable to agree upon a valuation then the value of the Premises on the relevant date shall be such valuation as shall be determined by a valuer appointed jointly by the Lessor and the Lessee or in default of agreement by a valuer nominated by the President for the time being of the Royal Institution of Chartered Surveyors at the request of either the Lessor or the Lessee within four months of service of the Lessor's notice aforementioned Such valuer whether he be appointed by the Lessor and the Lessee jointly or by the President for the time being of the Royal Institution of Chartered Surveyors shall sit as an expert and not an arbitrator and shall afford to the Lessor and the Lessee an opportunity to make representations to him His determination shall be final and binding on the Lessor and the Lessee and the costs of the reference shall be in his discretion If the Lessee serves such a notice of objection and no such agreement has been reached or such assessment made by the date of commencement of the new rent period the Lessee shall continue to pay rent at the rate payable during the rent period immediately preceding the new rent period and on the quarter day next after such agreement is reached or such assessment is made the Lessee shall pay to the Lessor in addition to the rent then payable hereunder the difference between the rent based as hereinbefore provided on the valuation so agreed or assessed and the rent actually paid by the Lessee for the period from the date of the commencement of the new rent period to that quarter day

(iii) Such rents shall be payable in advance from the date

hereof (clear of all deductions whatsoever for taxes charges assessments impositions or outgoings of whatever description) by equal half yearly payments on the 24th day of June and 25th day of December in every year

Proviso:

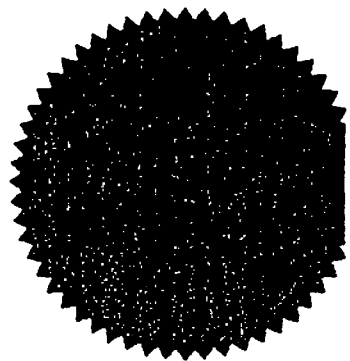
It is hereby agreed that in the event of the rent review provisions set out above infringing Rent Act Legislation so as to prevent the demised premises being sold at a premium the Lessor shall be under a duty to vary the frequency of the increase in ground rent or the amount thereof in its discretion in such a manner so as to permit the sale of the demised premises at a premium

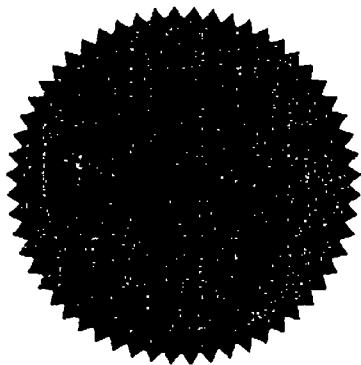
- (h) The sum mentioned in clause 3 (5) (a) is £60
- (i) The proportionate part mentioned in clause 3 (5) (d) is one-eighteenth

THE COMMON SEAL of
SUMMIT HOMES LIMITED
was hereunto affixed
in the presence of:

Director

Secretary



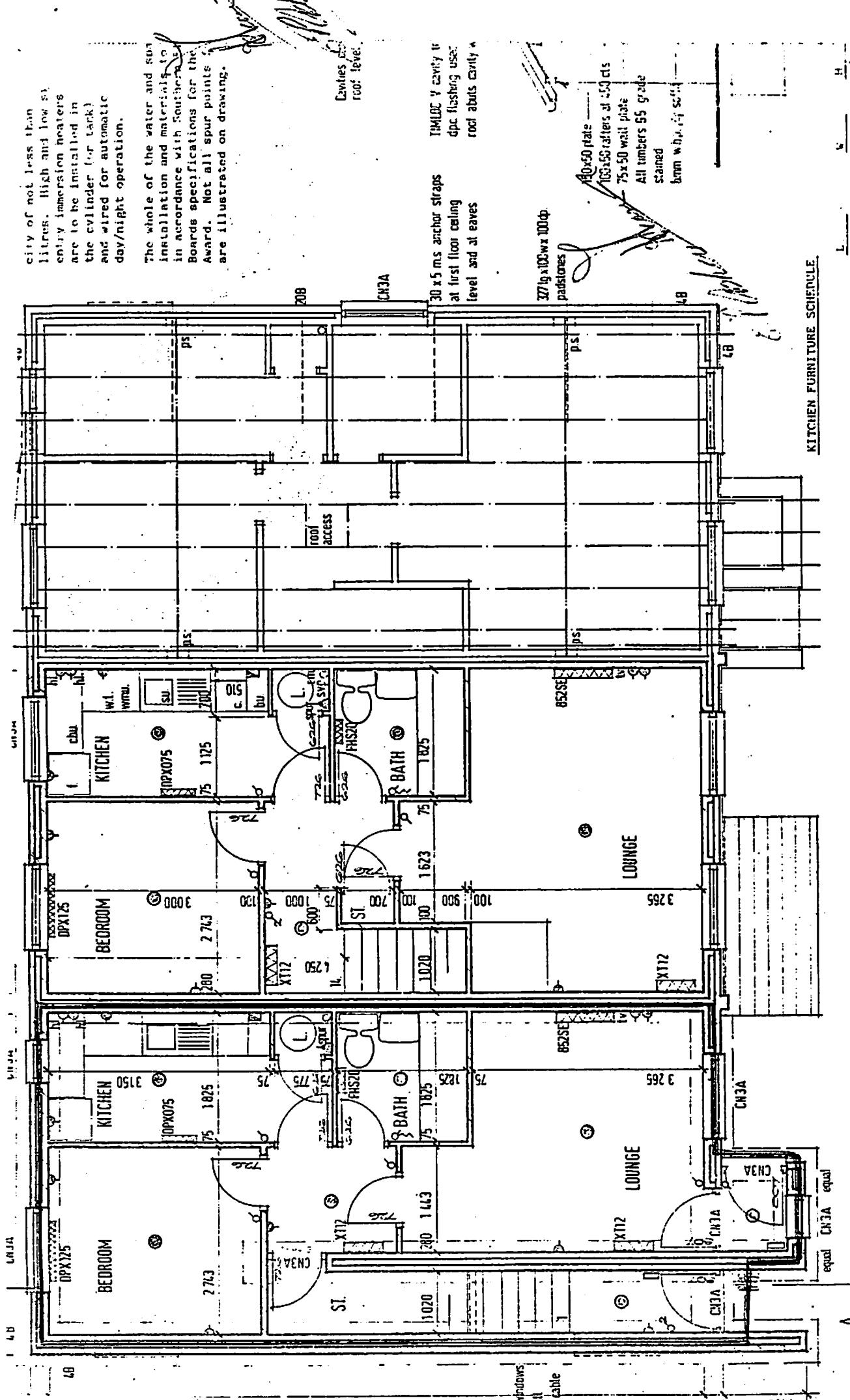


THE COMMON SEAL of
CORES END MANAGEMENT
COMPANY LIMITED was
hereunto affixed
in the presence of:

Director

Secretary

H.M. LAND REGISTRY
LEASEHOLD TITLE REGISTERED
TITLE NUMBER 804 712 00



city of not less than
litres. High and low s
entry immersion heaters
are to be installed in
the cylinder (or tank)
and wired for automatic
day/night operation.

The whole of the water and sun
installation and materials to
be in accordance with Southern
Boards specifications for the
Award. Not all spur points
are illustrated on drawing.

Cavities in
roof level.

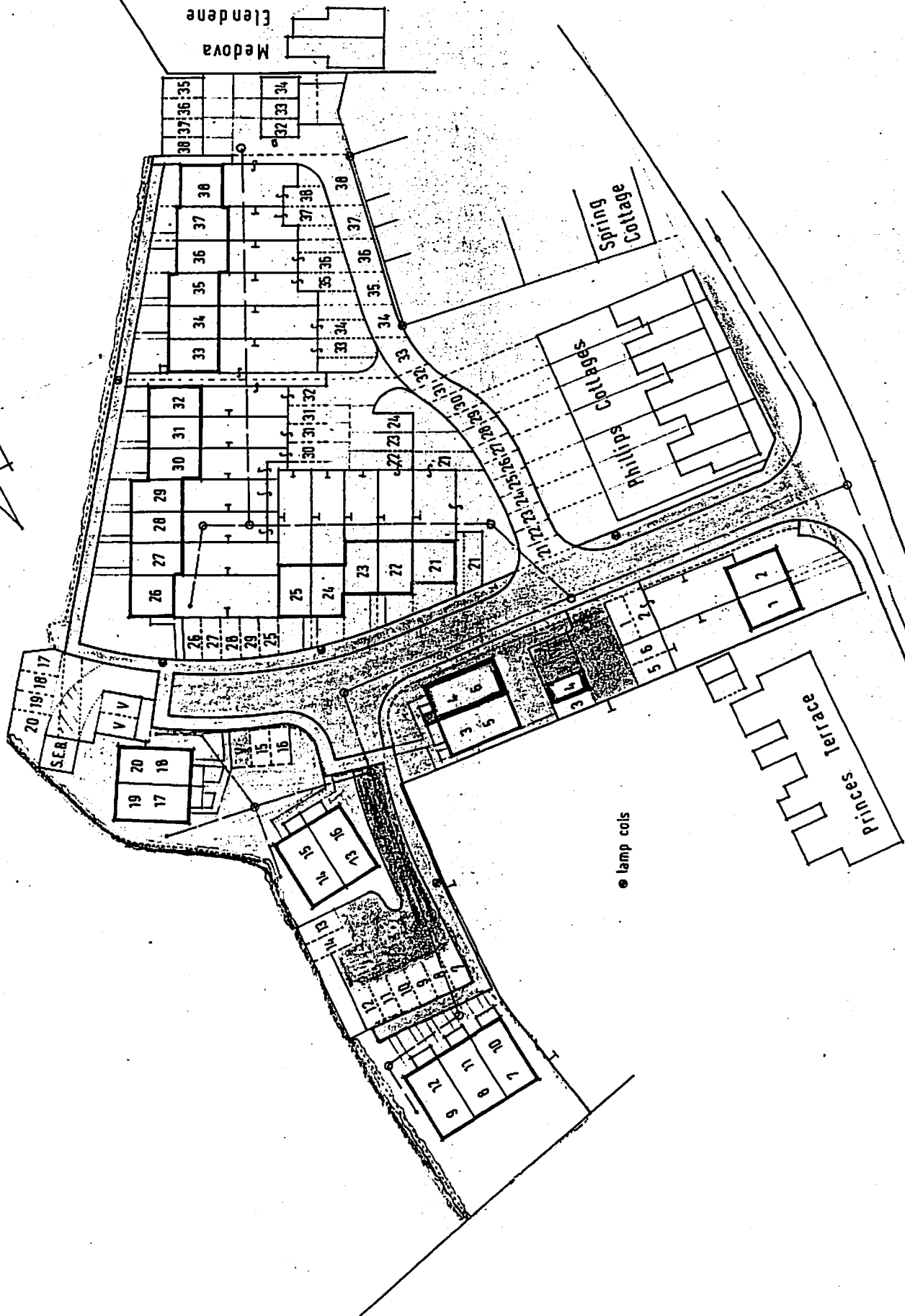
TIMELOC cavity in
dpc flashing used
roof abuts cavity in

130x50 plate
100x50 rafters at 450 c/s
75x50 wall plate
All timbers 65 grade
stained
brown w.b.a. 1:100

KITCHEN FURNITURE SCHEDULE

| | L | N | H |
|-----------------------|------|-----|-----|
| 1 No sink unit | 1200 | 600 | 850 |
| 1 No Corner base unit | 1200 | 600 | 850 |
| 1 No base unit | 270 | 600 | 850 |
| 1 No worktop | 900 | 600 | 850 |

* Indicates W.T. to be cut to suit site dimension



E. P. Coburn
Architect

A. BOUNDARY TO RHOADS BATH COTTAGE
 REVISED TO COME IN WITH THE PLAN.

Project **CORES END ROAD.**

END ROAD