

**57 Granite Court  
Longfield Centre  
Prestwich  
M25 1GW**

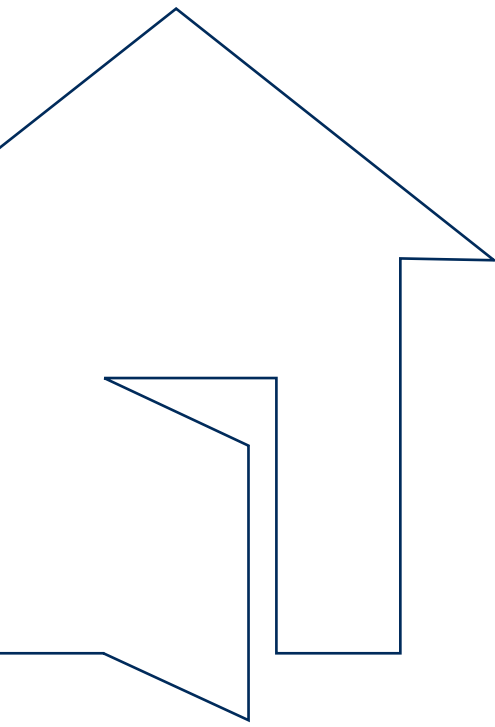
**HIP No: 90869**



**HIPcode**

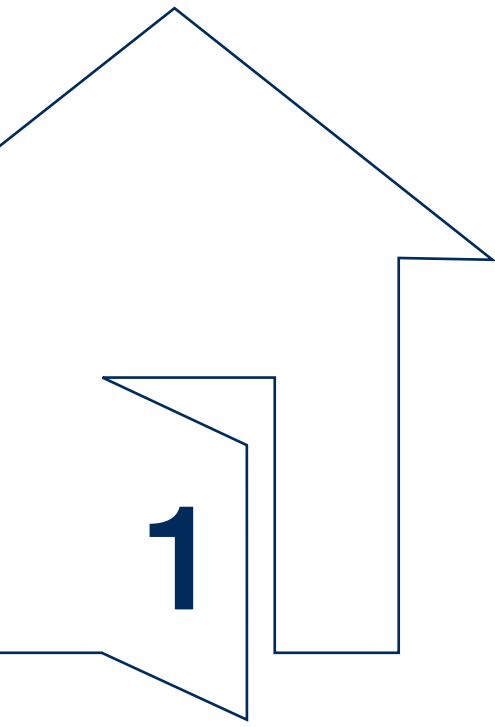
PSG is registered with the Property Codes  
Compliance Board as a subscriber to the  
Search and HIP Codes.

**Aubrey Isaacson  
Solicitors**



## contents

1. Index
2. Energy Performance Certificate
3. Sale Statement
4. Title Information including Leasehold/Commonhold (as applicable)
5. Local Authority and Water and Drainage Enquiries
6. Authorised Documents



# Index

## Home Information Pack Index

57 Granite Court  
Longfield Centre  
Prestwich  
M25 1GW

### Required Documents

| Home Information Pack document  | Date of document | (Inc.) - Included<br>(N/I) - Not Included<br>(N/A) – Not Applicable                                      | Further information/details of steps being taken to obtain documents not included |
|---|------------------|--|---|
| 1. Index  | 14/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 2. Energy Performance Certificate and Home Condition Report where applicable  | 14/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 3 Sale Statement  | 14/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| <b>4. Title &amp; Lease Information (as applicable)</b>   |                  |  |   |
| 4.1 Land Registry individual Register   | 19/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.2 Land Registry title plan  | 19/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.3 Official search of Land Registry index map  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 4.4 Deduction of title documents  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 4.5 The lease or proposed lease if a new property   | 19/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 4.6 Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| <b>5. Search Reports</b>  |                  |  |   |
| 5.1 Local land charges & local enquiries  | 19/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |
| 5.2 Optional/ additional local enquiries  |                  | <input type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input checked="" type="checkbox"/> N/A |   |
| 5.3 Water and drainage enquiries  | 19/08/08         | <input checked="" type="checkbox"/> Inc.<br><input type="checkbox"/> N/I<br><input type="checkbox"/> N/A |   |

## Authorised Documents

| Home Information Pack document  | Date of document | Further Information |
|---|------------------|---------------------|
| Please list any authorised documents that have been included relevant to this property below: |                  |                     |
| 1.  |                  |                     |
| 2.  |                  |                     |
| 3.  |                  |                     |
| 4.  |                  |                     |
| 5.  |                  |                     |
| 6.  |                  |                     |
| 7.  |                  |                     |
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| 10.   |                  |                     |
| 11.   |                  |                     |
| 12.   |                  |                     |
| 13.   |                  |                     |
| 14.   |                  |                     |
| 15.   |                  |                     |
| 16.   |                  |                     |



# Energy Performance Certificate



Granite Court  
57, Longfield Centre  
Prestwich  
MANCHESTER  
M25 1GW

Dwelling type: Top floor flat  
Date of assessment: 14 August 2008  
Date of certificate: 14 August 2008  
Reference number: 8618-6028-5610-4084-0096  
Total floor area: 49 m<sup>2</sup>

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

## Energy Efficiency Rating

|  | Current                 | Potential |
|--|-------------------------|-----------|
| <i>Very energy efficient - lower running costs</i> |                         |           |
| (92 to 100) <b>A</b>                               |                         |           |
| (81 to 91) <b>B</b>                                |                         |           |
| (69 to 80) <b>C</b>                                |                         |           |
| (55 to 68) <b>D</b>                                | <b>65</b>               | <b>67</b> |
| (39 to 54) <b>E</b>                                |                         |           |
| (21 to 38) <b>F</b>                                |                         |           |
| (1 to 20) <b>G</b>                                 |                         |           |
| <i>Not energy efficient - higher running costs</i> |                         |           |
| <b>England &amp; Wales</b>                         | EU Directive 2002/91/EC |           |

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

## Environmental Impact (CO<sub>2</sub>) Rating

|   | Current                 | Potential |
|---|-------------------------|-----------|
| <i>Very environmentally friendly - lower CO<sub>2</sub> emissions</i> |                         |           |
| (92 to 100) <b>A</b>  |                         |           |
| (81 to 91) <b>B</b>   |                         |           |
| (69 to 80) <b>C</b>   | <b>75</b>               | <b>76</b> |
| (55 to 68) <b>D</b>   |                         |           |
| (39 to 54) <b>E</b>   |                         |           |
| (21 to 38) <b>F</b>   |                         |           |
| (1 to 20) <b>G</b>  |                         |           |
| <i>Not environmentally friendly - higher CO<sub>2</sub> emissions</i> |                         |           |
| <b>England &amp; Wales</b>  | 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 (CO<sub>2</sub>) emissions. The higher the rating, the less impact it has on the environment.

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

|                          | Current                         | Potential                       |
|--------------------------|---------------------------------|---------------------------------|
| Energy use               | 235 kWh/m <sup>2</sup> per year | 225 kWh/m <sup>2</sup> per year |
| Carbon dioxide emissions | 1.7 tonnes per year             | 1.6 tonnes per year             |
| Lighting                 | £46 per year                    | £23 per year                    |
| Heating                  | £134 per year                   | £141 per year                   |
| Hot water                | £210 per year                   | £210 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.



Remember to look for the energy saving recommended logo when buying energy efficient products. It's a quick and easy way to identify the most energy efficient products on the market.

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

## About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by 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. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number: NHER002510  
Assessor's name: Mr Arthur-Lloyd Howarth  
Company name/trading name: HIPS (GMC) Ltd t/a PSG  
Address: Holland House,, 113-117 Holland Street, Bolton, BL1 8NX  
Phone number: 01204 593665  
Fax number:  
E-mail address: arthowarth@hotmail.com

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at [www.nher.co.uk](http://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 building. Different methods of calculation are used for homes and for other buildings. Details can be found at [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd)

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

## About the impact of buildings on the environment

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

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

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

### Visit the Government's website at [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd) to:

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



## Recommended measures to improve this home's energy performance

Granite Court  
57, Longfield Centre  
Prestwich  
MANCHESTER  
M25 1GW

Date of certificate: 14 August 2008  
Reference number: 8618-6028-5610-4084-0096

### 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   | (other premises below)                     | -                   | -             |
| Windows   | Fully double glazed                        | Average             | Average       |
| Main heating  | Boiler and radiators, electric             | Very poor           | Poor          |
| Main heating controls                                       | Programmer, room thermostat and TRVs       | Average             | Average       |
| Secondary heating   | None                                       | -                   | -             |
| Hot water   | Electric immersion, standard tariff        | Very poor           | Poor          |
| Lighting  | No low energy lighting                     | Very poor           | Very poor     |
| <b>Current energy efficiency rating</b>                     |  | <b>D 65</b>         |               |
| <b>Current environmental impact (CO<sub>2</sub>) rating</b> |  | <b>C 75</b>         |               |

## 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<br>(up to £500)                           | Typical savings<br>per year | Performance ratings after improvements |                      |
|---|-----------------------------|--|----------------------|
|   |                             | Energy efficiency                      | Environmental impact |
| 1 Low energy lighting for all fixed outlets                   | £17                         | D 67                                   | C 76                 |
| Sub-total   | £17                         |  |                      |
| <b>Higher cost measures</b>                                   |                             |  |                      |
| None  |                             |  |                      |
| Total   | £17                         |  |                      |
| <b>Potential energy efficiency rating</b>                     |                             | <b>D 67</b>                            |                      |
| <b>Potential environmental impact (CO<sub>2</sub>) rating</b> |                             |  | <b>C 76</b>          |

## Further measures to achieve even higher standards

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

|  |      |             |             |
|--|------|-------------|-------------|
| <b>Higher cost measures</b>                                  |      |             |             |
| 2 Change heating to Band A gas condensing boiler             | £158 | B 86        | B 85        |
| <b>Enhanced energy efficiency rating</b>                     |      | <b>B 86</b> |             |
| <b>Enhanced environmental impact (CO<sub>2</sub>) rating</b> |      |             | <b>B 85</b> |

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

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

### 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)

None

## About the further measures to achieve even higher standards

Further measures that could deliver even higher standards for this home.

#### 2 Band A condensing gas boiler

Changing the heating to use a mains gas boiler that provides both space and water heating will save money, as mains gas is currently cheaper than the fuel being used at present. A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat the property, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). This improvement is most appropriate when the existing heating system needs repair or replacement. 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 scheme<sup>1</sup>, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

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<sup>1</sup> For information on 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.



3

# Sale Statement

## Sale Statement

57 Granite Court  
Longfield Centre  
Prestwich  
M25 1GW

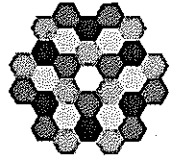
|   |  |
|---|--|
| 1. Is the property a flat or a house?                       | <input checked="" type="checkbox"/> Flat (incl. maisonette) <b>or</b><br><input type="checkbox"/> House (incl. bungalow)   |
| 2. If it is a flat, what type of building is it in?         | <input checked="" type="checkbox"/> Purpose built block<br><input type="checkbox"/> Converted house <b>or</b><br><input type="checkbox"/> Conversion of commercial premises  |
| 3. The property is (or will be):                            | <input type="checkbox"/> Freehold<br><input type="checkbox"/> Commonhold<br><input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 08 April 2002<br>With a term of 150 years   |
| 4. The title to the interest in the property being sold is: | <input checked="" type="checkbox"/> Registered at Land Registry<br><input type="checkbox"/> Unregistered   |
| 5a. Who is selling the property?                            | Name of Seller(s) Mark Mclean  |
| 5b. Capacity in which they are selling :                    | <input checked="" type="checkbox"/> The owner or owners<br><input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died<br><input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney)<br><input type="checkbox"/> Other (please give details): |
| 6. The property is being sold:                              | <input checked="" type="checkbox"/> With vacant possession<br><input type="checkbox"/> Subject to occupation where one or more properties in a subdivided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)  |

Date: 19/08/08



4

## Title Information including Leasehold/ Commonhold (as applicable)



Official copy  
of register of  
title

Title number MAN53632

Edition date 21.06.2006

- This official copy shows the entries in the register of title on 14 August 2008 at 12:33:38.
- 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 14 August 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Lytham Office.

## A: Property register

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

GREATER MANCHESTER : BURY

- 1 (21.06.2006) The Leasehold land demised by the lease referred to below registered on 21 June 2006 which comprises the third floor flat lying within the area edged red and tinted blue on the title plan of the above title filed at Land Registry and basement parking space number 44 edged red and tinted yellow on the supplementary title plan.
- 2 (21.06.2006) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 8 December 2005  
Term : 150 years (less 10 days) from 8 April 2002  
Parties : (1) Countryside Properties (Uberior) Limited  
(2) Radius (Prestwich) Management Company Limited  
(3) Mark McClean
- 3 (21.06.2006) 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.
- 4 (21.06.2006) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 (21.06.2006) The lessor's title is registered.

## 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 (21.06.2006) PROPRIETOR: MARK MCCLEAN of 2 Beechpark Close, Castleknock, Dublin 15, Eire.
- 2 (21.06.2006) The price, other than rents, stated to have been paid on the grant of the lease was £152,253.
- 3 (21.06.2006) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed on behalf of Radius (Prestwich) Management Company Limited care of Glaisyers, 6th Floor, Manchester House, 18/20 Bridge Street, Manchester M3 3BY by its Secretary or its Conveyancer.
- 4 (21.06.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 7 December 2005 in favour of IIB Homeloans Limited referred to in the Charges Register.

## C: Charges register

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

- 1 (21.06.2006) A Conveyance of the freehold estate in the land edged and numbered 1 in blue on the title plan dated 24 June 1870 made between (1) The Right Honourable John Wilson Patten (2) Sir Henry William Dashwood and Dame Sophia Dashwood and (3) Daniel Barratt contains restrictive covenants.  
  
NOTE 1:-The rentcharge thereby created and associated positive covenants have been extinguished.  
  
NOTE 2:- Abstract filed under LA182778.
- 2 (21.06.2006) A Conveyance of the freehold estate in the land edged and numbered 2,3 and 4 in blue on the filed plan and other land dated 24 June 1878 made between (1) The Right Honourable John Baron Winmarleigh and others (2) Sir Henry William Dashwood and Dame Sophia Dashwood and (3) Edward Hindley contains restrictive covenants.  
  
NOTE 1:-The rentcharge thereby created and associated positive covenants have been extinguished.  
  
NOTE 2:- Abstract filed under LA140969.
- 3 (21.06.2006) A Conveyance of the freehold estate in the land edged and numbered 3 in blue on the title plan and other land dated 22 July 1920 made between (1) James Jones and (2) John Wooton contains restrictive covenants which were expressed to be released by the Deed of Grant dated 15 April 1924 referred to below.  
  
NOTE 1: The rentcharge thereby created and the associated positive covenants have been extinguished.  
  
NOTE 2: Abstract filed under LA182778.



## C: Charges register continued

- 4 (21.06.2006) The land edged and numbered 4 in blue on the title plan is subject to a perpetual yearly rentcharge of £2.10s.0d. created by a Conveyance of the freehold estate in the land in this title and other land dated 24 September 1920 made between (1) James Jones and (2) Betty Yates.

The said Deed also contains covenants.

*NOTE: Copy filed under LA157180.*

- 5 (21.06.2006) The land edged and numbered 3 in blue on the title plan together with other land is subject to a perpetual yearly rentcharge of £5 created by a Deed of Grant dated 15 April 1924 made between (1) James Jones and (2) Fred Berry so far as the same is still subsisting.

The said Deed also contains covenants.

*NOTE: Abstract filed under LA182778.*

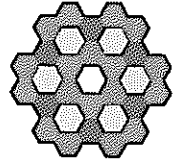
- 6 (21.06.2006) REGISTERED CHARGE dated 7 December 2005.

- 7 (21.06.2006) Proprietor: IIB HOMELOANS LIMITED (Incorporated in the Republic of Ireland) of 14-15 Quarry Street, Guildford GU1 3UY.

End of register

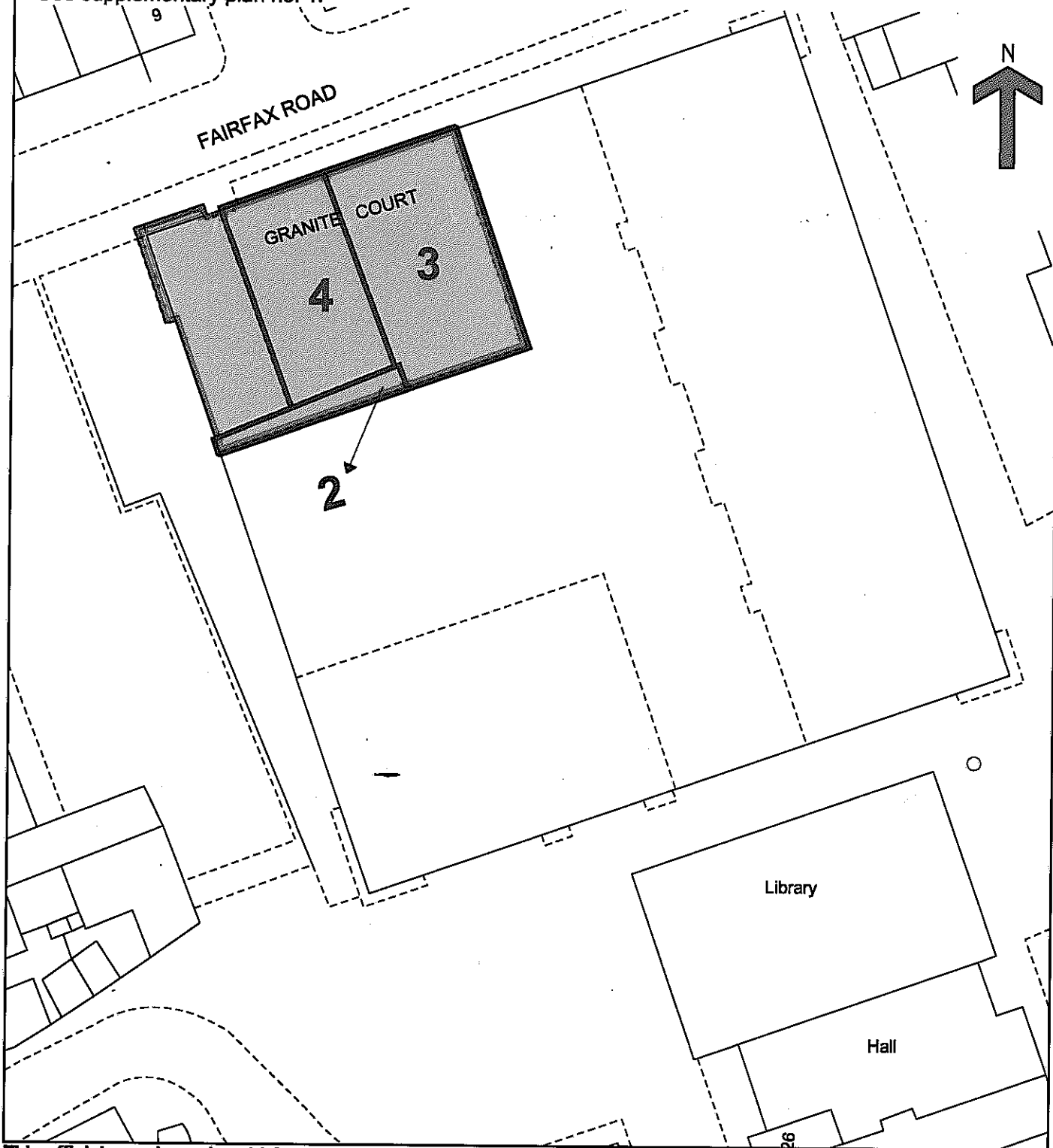
# Land Registry Official copy of title plan

Title number **MAN53632**  
Ordnance Survey map reference **SD8104SW**  
Scale **1:500** enlarged from 1:1250  
Administrative area **Greater Manchester: Bury**



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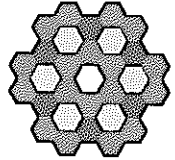
The land in this title lies within the area edged red hereon and is more particularly described in the lease or leases referred to in the property register.  
See supplementary plan no. 1.



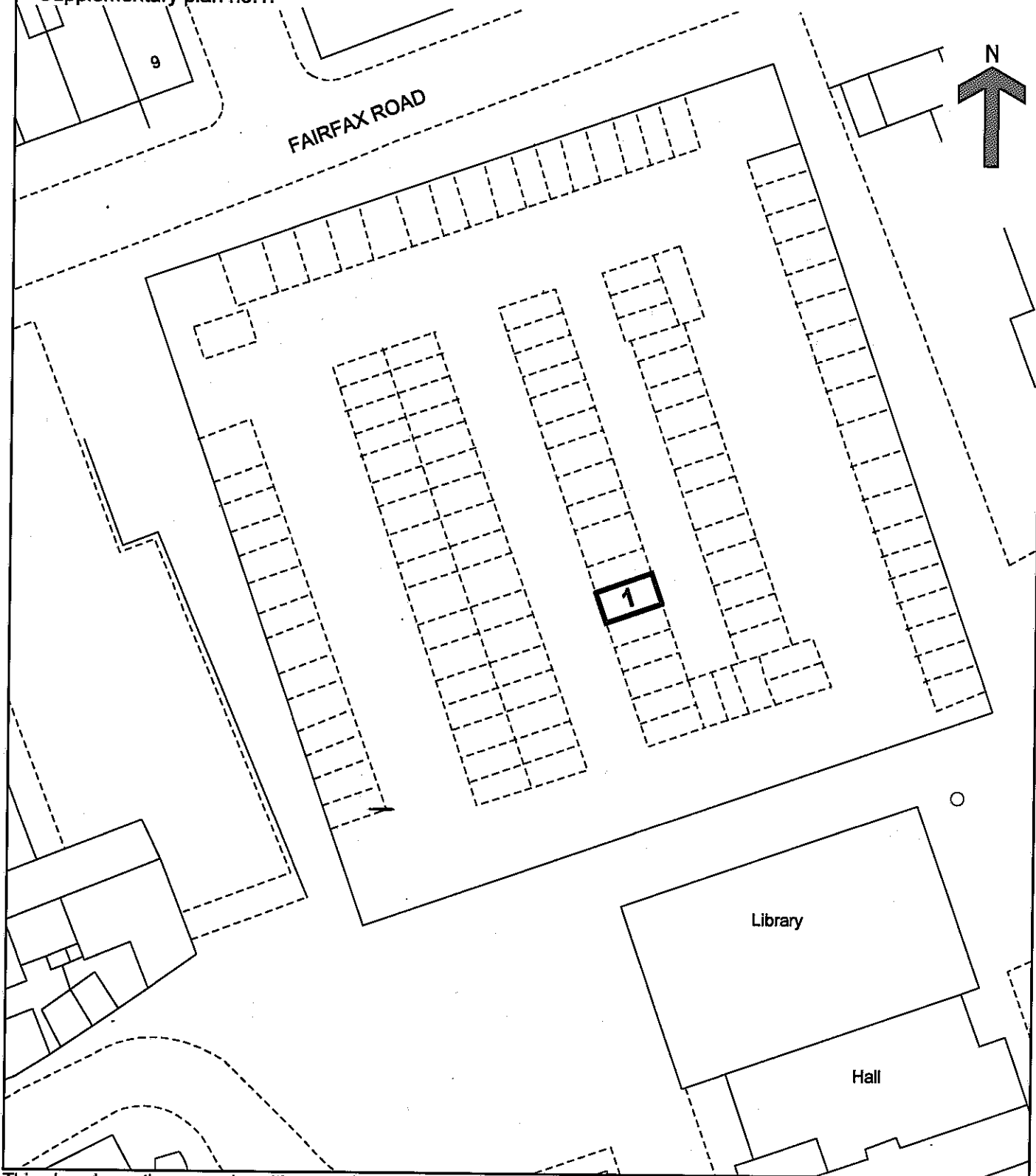
**This official copy issued on 14 August 2008 shows the state of this title plan on 14 August 2008 at 12:33:38. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).**  
This title plan shows the general position, not the exact line, of the boundaries. It 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 Land Registry, Lytham Office.**

# Land Registry Supplementary plan

Title number **MAN53632**  
Ordnance Survey map reference **SD8104SW**  
Scale **1:500** enlarged from 1:1250  
Administrative area **Greater Manchester: Bury**



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Supplementary plan no.1.



This 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.

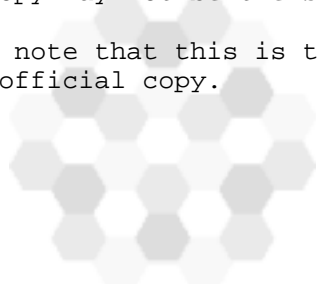
**These are the notes referred to on the following official copy**

Title Number MAN53632

The electronic official copy of the document follows this message.

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

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



## H. M. LAND REGISTRY

### Land Registration Act 1925 to 2002

ADMINISTRATIVE AREA : GREATER MANCHESTER - BURY

LESSORS TITLE NUMBER : GM960988

LESSEES TITLE NUMBER : (to be allocated)

PROPERTY : Plot No.57 and Parking Space no 44 (if any)

POSTAL ADDRESS AND POST CODE: Apartment 57 Granite Court, Longfield Centre  
Prestwich, Manchester M25 1GN

DATE : day of 2005

**THIS LEASE** is made on the date first above written **BETWEEN** the Lessor of the first part and the Lessee of the second part and the Management Company of the third part

#### WHEREAS:-

- 0.1 These recitals incorporate the definitions contained in Clause 1 of this Lease
- 0.2 The Lessor has or intends hereafter to grant leases of all the properties on the Estate subject to the Block Regulations to the intent that the Lessee for the time being of any of the said properties may enforce the observance of the Block Regulations by the lessee for the time being of every other property on the Estate
- 0.3 The Lessor has entered into an agreement for the sale of the freehold interest in the Block within one month of the completion of the grant of the last lease of a property in the Block subject to the provisions of the Landlord and Tenant Act 1987 (as amended)
- 0.4 The parties hereto have agreed that the Lessor shall grant and the Lessee shall accept a Lease of the Property
- 0.5 The Management Company has been formed for the purpose of maintaining managing and administering the Estate/Block and has agreed to become a party to the lease for the purpose hereinafter appearing and the Lessee is about to become a registered member of the Management Company



1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Lease the definitions in the Particulars are incorporated herein and in addition the following expressions shall have the following meanings:-

|                          |   |
|--------------------------|---|
| Additional Contribution" | any amount which the Lessor shall reasonably consider necessary for any of the purposes set out in the Fifth Schedule for which no provision has been made within the service charge and for which no reserve provision has been made under Paragraph 3.1.2 of the Fourth Schedule  |
| "Block"                  | The land edged green on the Plan 1 together with the building erected thereon comprising in total 150 flats known as Plots 1 – 150 together with the parking accommodation and the Communal Areas and the Private Accessway hereinafter defined   |
| "Block Regulations"      | the regulations for the Block set out in Part II of the Third Schedule as amended from time to time in accordance with this Lease   |
| "Certificate"            | the certificate referred to in Clause 7.8   |
| "Communal Areas"         | those parts of the Block laid out as communal gardens footpaths Private Accessway Visitor Parking Areas and bin store   |
| "Conduits"               | pipes downpipes sewers (excluding Estate Sewers) drains pumping stations soakaways channels gullies gutters watercourses conduits ducts flues wires cables and other service conducting media or apparatus for the supply or transmission of water sewerage electricity gas telephone and other communications media now or to be constructed within the Perpetuity Period in any part of the Property but shall not include any conduits belonging to any local or other Statutory Authority |
| Current Proportion"      | Eight Hundred and Eighty Five Pounds and Twenty Five Pence (£885.25) per annum  |
| "Current Service Charge" | One Hundred and Seventy Three Thousand Two Hundred and Ninety Six Pounds and Thirty Eight Pence (£173,296.38) per annum   |

|                     |   |
|---------------------|---|
| "Deed of Covenant"  | The Deed of Covenant annexed to this Lease  |
| "Development"       | the development of the Estate   |
| "Estate"            | The land comprised in the title number hereinafter referred to on 1 <sup>st</sup> January 2004 together with any other land which at the date hereof has been or is in course of being amalgamated with the title herein whether or not already disposed of by the Lessor |
| "Estate Roads"      | all roads verges and footpaths within the Development now or hereafter constructed within the Perpetuity Period and which are intended to become maintainable at public expense   |
| "Estate Sewers"     | all sewers within the Estate Roads now or hereafter constructed within the Perpetuity Period and which are intended to become maintainable at public expense  |
| "Flat"              | Plot No 57 being the flat on the third floor of the building within the Block and shown edged red on Plan 2 and described in Part 1 of the First Schedule   |
| "Form RX1"          | The application to HM Land Registry in the Form RX1 attached to this Lease at Annex A   |
| "Services"          | the services referred to in the Fifth Schedule  |
| "Half-Yearly Dates" | the first day of the Service Charge Year and the first day of the seventh month of the Service Charge Year being 1st July and 1st January at the date of this Lease   |
| "Headlease"         | A Lease made 8 April 2002 between The Metropolitan Borough of Bury and Almondcrest Limited and Grosvenorstar Limited  |
| "Interest"          | interest at the rate of four per cent above the base rate from time to time of Barclays Bank plc (compounded with the quarterly rests on the usual quarter days)  |
| "Lessee"            | MARK MCCLEAN <del>AND ALAN MCCLEAN</del> of 2 Beechpark Close Castleknowck Dublin 15  |

|                         |  |
|-------------------------|--|
| "Lessor"                | COUNTRYSIDE PROPERTIES (UBERIOR) LIMITED (Company Number 04814588) whose registered office is at 35 Old Queen Street London SW1H 9JD   |
| "Lift"                  | the lift within the Block  |
| "Management Company"    | RADIUS (PRESTWICH) MANAGEMENT COMPANY LIMITED (Company Number 5010815 whose registered office is at Countryside House The Drive Brentwood Essex CM13 3AT   |
| "Parking Accommodation" | The Undercroft Parking Space   |
| "Perpetuity Period"     | the period ending 80 years from 1 January 2004   |
| "Plan 1"                | the plan annexed hereto and marked "Plan 1"  |
| "Plan 2"                | the plan annexed hereto and marked "Plan 2"  |
| "Plan 3"                | the plan annexed hereto and marked "Plan 3"  |
| "Planning Acts"         | the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Consequential Provisions) Act 1990 and all statutes regulations and orders made pursuant thereto  |
| "Planning Permission"   | Planning Permission reference number 40190102 dated 7 February 2003 together with any subsequent variation   |
| "Premium"               | One Hundred and Fifty Two Thousand Two Hundred and Fifty Three Pounds (£152,253.00)  |
| "Private Accessway"     | the private unadopted accessway within the Block shown cross-hatched black on the Plan   |
| "Property"              | means the Flat and the Undercroft Parking Space  |
| "Proportion"            | A proportion based upon the percentage the aggregate square footage of the Property bears to the aggregate square footages of each unit of accommodation within the Estate capable of enjoying the benefit of the Services or any of them subject to variation in accordance with paragraph 1 of the |



Fourth Schedule

|                             |   |
|-----------------------------|---|
| "Regulations"               | The Block Regulations   |
| "Rent"                      | One Hundred and Fifty Pounds per annum (£150.00)<br>(subject to review as herein provided)  |
| "Service Charge"            | The total cost of the Services as are appropriate to<br>the Property set out or referred to in the Fifth<br>Schedule  |
| "Service Charge Adjustment" | the adjustments to the Service Charge as set out in<br>Paragraph 4 of the Fourth Schedule   |
| "Service Charge Year"       | 1st July – 30 <sup>th</sup> June or such other 12 month period<br>which the landlord chooses from time to time  |
| "Statutory Authorities"     | the Local Authority and any authority or body<br>corporate responsible for the provision of water<br>sewerage electricity gas telephone cable television<br>and other communication media |
| "Surveyor"                  | any Chartered Surveyor or member of the RICS who<br>may be employed by the Lessor in respect of any<br>matter set out in the Fifth Schedule or any other<br>matter in this Lease          |
| "Term"                      | 150 years (less 10 days) from 8 April 2002  |
| "Undercroft Parking Space"  | coloured green and numbered 44 on Plan 3 and<br>described in Part 2 of the First Schedule   |
| "VAT"                       | value added tax payable by virtue of the Value Added<br>Tax Act 1994  |
| "Visitor's Parking Spaces"  | the Visitor Parking Spaces shown marked 'VPS' on<br>Plan 3 ( if any )   |

1.2 Interpretation

1.2.1 References

References herein to Clauses Schedules and Paragraphs are references to the Clauses and the Schedules to this Lease and the Paragraphs contained in any Schedule hereto

1.2.2 Clause Headings

The Clause headings in this Lease are for ease of reference only and are not to be used for the purpose of construing this Lease

1.2.3 Joint and Several Covenants

If the Lessee is more than one person all covenants agreements and obligations on the Lessee's part shall be construed as joint and several

1.2.4 Gender and Number

Words importing the masculine gender shall where necessary be construed as importing the feminine gender and words importing the singular number shall where necessary be construed as importing the plural number and vice versa

1.2.5 Rights granted to the Lessee

Rights and easements granted to the Lessee are granted also to those authorised by the Lessee but in common with the Lessor and all others having the like or similar right

1.2.6 Rights reserved to the Lessor and the Management Company

Rights and easements excepted and reserved to the Lessor and the Management Company are excepted and reserved also (where appropriate) in favour of the owner or owners for the time being of the Development and the Estate and any part or parts thereof capable of being benefited and all person authorised by it or them and where appropriate each of the Statutory Authorities and all other persons having the like or similar right

1.2.7 Successors in Title

References to the Lessor and the Lessee in this Lease shall where the context so admits include their respective successors in title

1.2.8 Obligations of Lessee

Any obligation on the Lessee not to do anything shall be deemed to include an obligation not to permit anything to be done where it is (reasonably) within the Lessee's control to permit or prevent the same to be done

1.2.9 Regulations

The Lessor and the Management Company shall have the right to impose and amend reasonable regulations regarding the use and enjoyment of properties on the Estate from time to time in accordance with this Lease

1.2.10 Legislation

A reference to particular legislation is a reference to that legislation as amended consolidated or re-enacted from time to time unless otherwise expressly stated

2. DEMISE

In consideration of the Premium (the receipt whereof is hereby acknowledged) the Lessor hereby demises with full title guarantee to the Lessee the Property TOGETHER WITH the rights specified in Part III of the First Schedule (to the exclusion of any implied rights pursuant to Section 62 of the Law of Property Act 1925 and subject however to the Lessee's covenants hereinafter contained) but EXCEPTING AND RESERVING unto the Lessor the Management Company and the owners and occupiers of the properties within the Estate the rights specified in the Second Schedule TO HOLD the same unto the Lessee from the date hereof for the residue of the Term SUBJECT TO the burden of the covenants or agreements already entered into by the Lessor with the lessee of any other property on the Estate/Block and to all rights and easements appertaining to any other land adjoining the Estate PAYING THEREFOR to the Lessor during the first 25 years of the Term the Rent specified in the Particulars and thereafter such Rent as shall be determined pursuant to Clause 6 without any deduction or set-off (except only such as the Lessee may be authorised by law to make notwithstanding any contract to the contrary) by equal half-yearly payments in advance on the Half-Yearly Dates in every year the first payment being a proportionate payment for the half year current at the date hereof to be made on the execution of this Lease

3. LESSEE'S COVENANTS WITH THE LESSOR AND THE MANAGEMENT COMPANY

The Lessee hereby covenants separately with each of the Lessor and the Management Company as follows:-

- 3.1 to observe and perform the obligations set out in the Third Schedule
- 3.2 to pay to the Lessor the Rent and as reviewed in accordance with Clause 6 half yearly in advance on the Half-Yearly Dates and on the date hereof to pay a due proportion of that Rent
- 3.3 in respect of every Service Charge Year to pay on demand the Proportion of the Service Charge to the Lessor by two equal instalments in advance on the Half-Yearly Dates
- 3.4 to pay to the Management Company or Lessor on demand the Proportion of the appropriate Service Charge Adjustment pursuant to the Fourth Schedule Provided that in respect of the Service Charge Year current at the date hereof the Lessee shall on the execution hereof pay the due proportion of the Current Service Charge
- 3.5 to pay to the Management Company or Lessor on demand the Proportion as the case may be of any Additional Contribution that may be levied by the Management Company or Lessor
- 3.6 to make all payments due pursuant to this Lease to the Lessor or the Management Company by bank standing order or such other method as may be agreed between the parties hereto
- 3.7 on the date hereof to apply to become a member of the Management Company

- 3.8 on any Transfer agreement or devolution of the Term or the residue thereof to require that the person or persons to whom the Term has been transferred assigned or otherwise devolved applies for membership of the Management Company
- 3.9 to observe and perform all covenants on the Charges Register of the Title above referred to insofar as they are subsisting and enforceable and relate to the Property (other than those relating to any financial charges) and to indemnify the Management Company and the Lessor against all actions costs claims and demands in respect of any breach thereof
- 3.10 to lodge or procure that there shall be lodged the Form RX1 with the Lessee's application to H M Land Registry for registration of the Lessee's title to the Lease and the Property

#### 4. MAINTENANCE COVENANTS BY THE MANAGEMENT COMPANY AND THE LESSOR

The Management Company and the Lessor (where appropriate) hereby covenant with the Lessee and separately with the Lessor as follows:-

- 4.1 the Management Company and the Lessor will during the Term carry out the works and provide the Services specified in the Fifth Schedule appropriate to the Property as hereinbefore mentioned provided always that:-
  - 4.1.1 the Lessee shall have paid the Proportion of the Service Charge and any Service Charge Adjustment and Service Charge Proportion or Additional Contribution due
  - 4.1.2 the Lessee shall not be in material breach of any of his covenants herein contained
  - 4.1.3 in the case of any item of disrepair the Management Company and the Lessor shall not be liable for breach of this covenant until the Lessee has given written notice thereof to the Management Company or the Lessor and the Management Company or the Lessor has had a reasonable opportunity to remedy the same
  - 4.1.4 if at any time the Management Company and the Lessor shall reasonably consider that it would be in the general interest of the lessees of the properties on the Estate so to do the Management Company and the Lessor shall have power to discontinue any of the matters specified in the Fifth Schedule which in its opinion shall have become impracticable obsolete unnecessary or excessively costly provided that in deciding whether or not to discontinue any such matter the Management Company and the Lessor shall consider the views and wishes of the majority of the lessees of the properties on the Estate

#### 5. COVENANTS BY THE LESSOR WITH THE MANAGEMENT COMPANY AND THE LESSEE

The Lessor hereby covenants with the Lessee and the Management Company BUT PROVIDED THAT nothing contained in this Lease shall operate to prevent the Lessor from developing the remainder of the Development for residential commercial and other building purposes as follows:-

- 5.1 that the Estate and the Development will be completed and the curtilage laid out in accordance with the plans and specifications approved by the local planning authority



- 5.2 that the Lessor or the Management Company will when called upon by the appropriate authority (or earlier if the Lessor shall think fit) procure that the adoptable Estate Roads and adoptable Estate Sewers upon which the Block abuts or which serve the Block shall be made up to adoption standard and completed to the satisfaction of the relevant authority and will indemnify the Management Company and the Lessee against all liability in respect thereof
- 5.3 that the Lessee paying the Rent hereby reserved and all other moneys payable hereunder and performing and observing the covenants conditions and agreements herein contained and on the Lessee's part to be performed and observed shall peaceably hold and enjoy the Property during the Term without any interruption by the Lessor or any person rightfully claiming under or in trust for it
- 5.4 that if the Management Company shall fail to carry out its obligations hereunder the Lessor will itself comply with the Management Company's obligations and shall be entitled to recover the costs of so doing out of the Service Charge and the Lessee will on being so required by the Lessor pay the Service Charge to the Lessor
- 5.5 that any lease granted by the Lessor of any other properties on the Estate shall contain covenants and regulations to be observed by the lessees thereof substantially in the same terms as those to be observed by the Lessee as contained in this Lease
- 5.6 that any of the properties and/or any Parking Accommodation in the Block shall not be let otherwise than on terms whereby there is paid in respect of each such property throughout the term of the lease the Rent and a Service Charge computed in respect of such property in accordance with the Fourth Schedule
- 5.7 that the Lessor shall not include or permit to be included any part of the structure of the Block in the demise of any flats in the Block which are let after the date of this Lease
- 5.8 The Lessor covenants with the Lessee to comply with all the terms and conditions on the part of the Lessor contained in the Headlease

#### 6. RENT REVIEW PROVISIONS

The annual Rent payable as from the 1st day of January 2002 for the ensuing twenty-five years of the Term shall be determined as follows:-

- 6.1 the Lessor shall determine the capital value of the Property on the 1st day of January Two thousand and twenty Seven and on the expiry of each successive period of twenty-five years and shall notify the Lessee of such determination in writing
- 6.2 the rent payable in respect of each of the periods of twenty-five years following each such determination shall be one thousandth (1/1000) part of the capital value
- 6.3 "capital value" in this Clause 6 shall mean the price which could be obtained in the open market for a lease of the Property for a term of 150 years but otherwise upon the terms of this Lease and on

the assumption that the Property were in good and complete repair

- 6.4 if the Lessee shall object to the Lessor's determination he shall serve written notice of such objection together with his own determination within one calendar month of the date of the Lessor's notice
- 6.5 if the Lessor and the Lessee shall fail to agree within one calendar month of the Lessee's notice the matter shall be referred to the Surveyor for determination and if the Lessee shall not accept such determination the Parties shall appoint an independent Surveyor (whose decision shall be final and binding upon both Parties) to determine the capital value and such Surveyor shall act as an Expert and not as an Arbitrator and in case the Parties shall fail to agree upon the appointment of an independent Surveyor such Surveyor shall be appointed by the President of the Royal Institution of Chartered Surveyors on the application of either Party
- 6.6 the fees of the Surveyor for such determination shall be borne equally by the Lessor and the Lessee

Provided that the Rent hereby reserved shall always be at least £1.00 less than the figure specified under the provisions of the Rent Act 1977 or any statutory modification or re-enactment thereof for the time being in force or any other relevant legislation so as to prevent the Lessee from assigning the benefit of this Lease at a premium

7. PROVISOS

Provided always and it is hereby agreed as follows:-

7.1 For re-entry

If the Rent or the Proportion of the Service Charge or any Service Charge Adjustment or any Additional Contribution or any part thereof respectively shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenants on the Lessee's part herein contained shall not be performed and observed then and in any such case it shall be lawful for the Lessor at any time thereafter to re-enter upon the Property or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Lessor in respect of any breach of the Lessee's covenants herein contained

7.2 Exclusion of liability for damage or loss

Neither the Management Company or the Lessor shall not be liable or responsible for any damage suffered by the Lessee or any servant agent or workman of the Lessee or any member of the Lessee's family or any guest of his through any defect or want of repair in any fixture Conduit machinery or thing in or upon the Estate or the Development or any part thereof (including the Property) or through the neglect fault or misconduct of any servant employed by the Management Company and the Lessor in connection with the Estate or the Development except insofar as such liability may be covered by insurance effected by the Management Company and the Lessor pursuant to Paragraphs 8 and 9 of the Fifth Schedule

### 7.3 References of dispute to Surveyor

In case of dispute between the Lessee and any lessee tenant or occupier of any part of the Estate not hereby demised or (after completion of the Development) between the Lessee and any owner or occupier of any adjoining or neighbouring property relating to any part of the Estate or such adjoining property such dispute shall be decided by the Management Company or Lessor referred (if the Management Company and the Lessor so requires) to the Surveyor and the decision of the Management Company and the Lessor or the Surveyor (as between the Lessee and any other lessee tenant or occupier of any part of the Estate) shall be final and binding and the Surveyor shall be entitled to require to be paid his proper fee in respect of each such reference such fee to be borne as the Surveyor shall award

### 7.4 Power to impose or vary Regulations

The Management Company and the Lessor may at any time or times during the Term in the interests of good estate management impose such regulations of general application regarding the Estate or the properties therein as it may in its absolute discretion think fit (but so that any such regulations shall not conflict with this Lease) and the Management Company and the Lessor shall have power in their absolute discretion to revoke amend or add to those regulations or any additions thereto or substitutions therefore

### 7.5 Suspension of Rent

If the Property or any part thereof shall at any time during the Term be destroyed or damaged by fire or any other risk covered by the insurance effected pursuant to Paragraph 8 of the Fifth Schedule so as to be unfit for habitation and use and the policy or policies of insurance so effected shall not have been vitiated or payment of the policy moneys refused in whole or in part in consequence of any act or default of the Lessee the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Property shall again be rendered fit for habitation and use and any dispute concerning this Clause shall be determined by a single arbitrator in accordance with the Arbitration Act 1996 or any statutory enactments in that behalf for the time being in force

### 7.6 Exclusion of implied obligations

The Lessee accepts the obligations of the Management Company and the Lessor for the performance of the matters specified in the Fourth Schedule and the Fifth Schedule substitution for and to the entire exclusion of any implied obligations on the part of the Management Company or the Lessor in respect of any such matters

### 7.7 Limitation of future easements

In this Lease where reference is made to rights or easements which constitute future rights or easements in connection with Conduits which do not at the date hereof exist the said reference shall be deemed only to apply to such easements and rights as shall come into existence during



the Perpetuity Period

7.8 Surveyor's certificate

Wherever in this Lease there is any provision for a surveyor or other person to give a certificate or decision such certificate or decision shall extend only to matters of fact and shall not extend to any question of law but subject thereto any such certificate or decision shall be final and binding

7.9 Value Added Tax

Wherever in this Lease there is a covenant by the Lessee to pay expenditure expenses outgoings charges costs fees or any like expression incurred or payable by the Lessor all such expressions shall include all VAT or any imposition replacing the same incurred or payable by the Lessor in connection with the subject matter of the covenant and this Lease shall be construed accordingly

7.10 Limitation of Management Company Lessor's or Lessee's Obligations

7.10.1 The Management Company and the Lessor shall not be liable for any breach of their respective covenants in this Lease unless and until a notice in writing has been received by the Management Company or the Lessor as appropriate specifying the breach and the Management Company or the Lessor has had a reasonable opportunity to remedy the same

7.10.2 The Lessee shall not be entitled:

7.10.2.1 to enforce any of the Management Company or the Lessor's covenants respectively while any sums payable by the Lessee to them under this Lease are in arrear or the Lessee is otherwise in substantial breach of the Lessee's covenants under this Lease

7.10.2.2 to set off any sum or sums against the payment of rent and/or service charge or make any deduction whatsoever in respect of any sum or sums which the Lessee may consider is owing to the Lessee by the Lessor or the Management Company save as may be properly accounted for within the Service Charge provisions

7.10.3 The Lessor (here meaning Countryside Properties (Uberior) Limited shall remain liable on its covenants contained in Clause 5 only for so long as the Lessor remains the proprietor of the freehold interest in the Estate

7.11 Lessee's acknowledgement

The Lessee accepts:

7.11.1 that all payments due from the Lessee to the Lessor or the Management Company pursuant to this Lease shall be made without set-off or deduction and any concerns of the Lessee which might otherwise have led to the Lessee making a set-off or deduction shall be raised as a separate matter with the Lessor or the Management Company as the case may be



7.11.2 save as referred to in Clause 5.4 of this Lease the obligations of the Management Company for the performance of the matters specified in the Fourth and Fifth Schedules are in substitution for and to the entire exclusion of any implied obligations on the part of the Lessor in respect of any such matters

## 8. THE MANAGEMENT COMPANY'S LESSOR'S POWERS OF INVESTMENT

8.1 The Management Company and the Lessor hereby declare that it will hold all Service Charge monies (until the same are spent) in trust for the Lessee and the lessees of the other properties in the Estate in the same proportions as such Service Charge moneys shall have been paid

8.2 The Management Company and the Lessor shall have power at its discretion to invest in deposits with or loans to a Bank or Building Society or with a Local Authority at interest or to invest in the purchase of fixed interest government securities of the United Kingdom or the Government of Northern Ireland having a final redemption date not later than five years after the date of acquisition sums representing the reserve created pursuant to Paragraph 2.7 of the Fifth Schedule and to withdraw the same from deposit or realise the same as required in order to meet expenses referred to in those Paragraphs or to meet any temporary deficiency in the moneys available to meet the expenditure referred to in Paragraphs 3.1 of that Schedule

8.3 The Management Company and the Lessor may at its discretion:-

8.3.1 place or invest such sums or any part thereof jointly with other funds on a single account or holding

8.3.2 place such sums or investments in the name of a nominee

8.3.3 exercise the same powers of investment in respect of Service Charge monies which are intended for current expenditure and do not represent reserves

## 9. SERVICE OF NOTICE

The provisions of Section 196 of the Law of Property Act 1925 shall apply to the service of any notices under the provisions of this Lease

## 10. ENFORCEMENT BY THIRD PARTY

ANY person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1997 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists or is available apart from that Act including (without limitation) rights of successors in title of the parties hereto

## 11. NEW TENANCY

11.1 This Lease takes effect subject to the provisions in Sections 3 to 16 (inclusive) and Section 21 of the Landlord and Tenant (Covenants) Act 1995

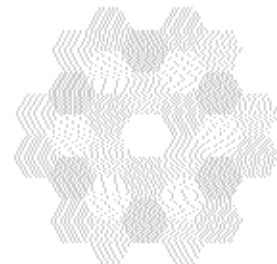
11.2 Upon receipt of any application from any person who at any time prior to the date of such application was entitled to the reversion immediately expectant upon the term granted by this Lease for the release of any covenant in respect of the whole or any part of the Property the Lessee shall consent to (and shall not serve any notice objecting to) such release

11.3 If at any time any part of the provisions of this Lease is or becomes invalid illegal or unenforceable in any respect the validity legality and enforceability of the remaining provisions shall not be in any way affected or impaired thereby

12. JOINT TENANTS

If the Lessee is more than one person the Lessee hereby declares that they shall hold the Property upon trust to sell the same and to hold the net proceeds of sale and the net income thereof in trust for themselves as joint tenants and the Lessee declares that the survivor can give a valid receipt for capital money arising on a disposition of the Property

IN WITNESS whereof this Lease has been executed as a Deed



## THE FIRST SCHEDULE – DESCRIPTION OF PROPERTY

### Part I

#### Description of the Flat

1. The Flat includes (for the purpose of obligation as well as grant):-
  - 1.1 the internal plastered coverings and plaster work of the walls bounding the Flat and all window glass (but not the doors and door frames and windows and window frames fitted therein) and
  - 1.2 the plastered coverings and plaster work of the walls lying within the Flat and the doors and door frames fitted therein
  - 1.3 the plastered coverings and plaster work of the ceilings and floorboards and other surfaces of the floors (and staircases where the Flat is not on the ground floor) thereof and
  - 1.4 all Conduits in the Block which serve exclusively the Flat and
  - 1.5 all fixtures and fittings in or about the Flat (other than landlord's fixtures and fittings) and not hereinafter expressly excludedbut excludes:-
  - 1.6 any part or parts of the building within the Block of which the Flat forms part (other than any Conduits expressly included) lying above the said surfaces of the ceilings or below the said surfaces of the floors and
  - 1.7 any of the main timbers and joists of the said building within the Block or any of the external structural walls therein except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included and
  - 1.8 any Conduits in the Block which do not serve exclusively the Property

### Part II

#### Description of Undercroft Parking Space

1. The Undercroft Parking Space shall include for the purpose of the grant only the macadam surface thereof but excludes:-
  - 1.1 any part or parts of the building within the Block of which the Undercroft Parking Space forms part lying above the surfaces of the ceilings or below the surfaces of the floors and
  - 1.2 any of the main timbers and joists of the said building within the Block or any of the external structural walls therein except such of the plastered surfaces thereof and
  - 1.3 any Conduits in the Block which do not serve exclusively the Undercroft Parking Space.

### Part III

#### Rights granted to the Lessee

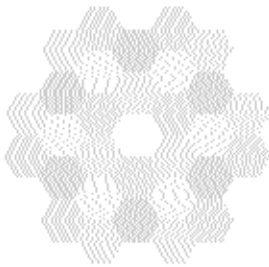
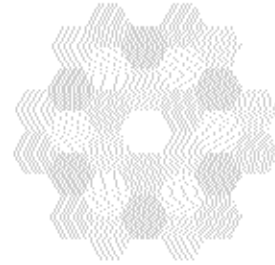
The rights for the Lessee (in common with the Lessor the Management Company and all others authorised by the Lessor or the Management Company or entitled to the like right) at all times and for all purposes incidental to the occupation and enjoyment of the Property:-

1. The right from time to time to pass and repass on foot only over any common stairways passages landings accessways and pathways forming part of the Block
2. The right with or without vehicles for all reasonable purposes connected with the use of the Property (but only up to the date of adoption) to go pass and re-pass firstly along the Estate Roads and secondly over the Private Accessway to gain access to and egress from the Property
3. The right (but only up to the date of adoption) of passage and running of gas electricity water and soil from and to the Property in through and along any Conduits now laid or hereafter within the Perpetuity Period laid within the Estate which do not serve exclusively the Property
4. The right with agents and workmen at reasonable hours in the daytime after reasonable notice (except in case of emergency when no notice shall be required) to enter into and upon other parts of the Block for the purpose of inspecting repairing maintaining decorating or renewing any part of the Property including any Conduits which serve exclusively the Property the Lessee making good all damage thereby occasioned
5. The right to subjacent and lateral support shelter and protection for the Property from the remainder of the Block not hereby demised
6. The right to use any common television aerial/dish service internal telephone system door porter system electronically operated entrance doors and gates and other apparatus from time to time installed in the Block for the use of residents of the Block subject to the Lessee complying with the relevant provisions of any agreement from time to time made between the Management Company Lessor and the persons or corporation installing supplying or maintaining the same and any rules which the Management Company Lessor and the persons or corporation installing supplying or maintaining the same and any rules which the Management Company Lessor may from time to time make in respect thereof and also paying to the Management Company Lessor or any such corporation such rent or charge as the Management Company Lessor or such person or corporation may require in respect thereof
7. To use on foot only the entrance hall staircases landings and Lift (if any) giving access to the Flat
8. The right to use the gardens forming part of the Communal Areas for the purpose of quiet recreation not involving the playing of ball games and recreation subject to any regulations which may be made from time to time by the Management Company and the Lessor
9. The right to use the designated bin store within the Block for the purpose of placing sacks or bins or other suitable containers approved by the Management Company and the Lessor
10. The benefit of the respective covenants obligations and restrictions contained in the leases of the other properties in the Block granted by the Lessor within the Perpetuity Period PROVIDED



ALWAYS that none of the rights granted by this Schedule shall apply to or be exercised over any electricity sub-station sites or land or apparatus of any Local or other Statutory Authorities or of any other persons having similar rights and included in the Block and the Estate

11. The right for the Lessee's visitors to park one roadworthy private motor car on a Visitor's Parking Space marked "VP" on the Plan for short term parking on a first come first served basis and subject to any regulations made by the Management Company and the Lessor



## THE SECOND SCHEDULE

### Rights Excepted and Reserved

1. The right of passage and running of gas electricity water and soil from and to the remainder of the Block or any part thereof in through and along the Conduits in or upon the Property or any part thereof
2. The right for the Lessor and their servants agents and workmen at all reasonable times to enter the Property for the purpose of inspecting repairing maintaining decorating or renewing any part of the Block (whether hereby demised or not) including all Conduits in or upon the Block or any part thereof
3. The right for the Lessor at any time or times to rebuild reconstruct or alter the Estate and the Block or any part thereof (other than the Property) or any buildings adjoining or adjacent to the Estate and the Block or to erect new buildings on any property so adjoining or so adjacent in such manner as the Lessor shall think fit notwithstanding that the access of light and air to the Property may thereby be interfered with
4. The right to subjacent and lateral support shelter and protection and protection from the Property for the other parts of the Block not hereby demised
5. The right for the Lessor and the Management Company to connect to any common television aerial door entry system or other apparatus referred to in Paragraph 5 of Part II of the First Schedule
6. The right from time to time granted to any person or corporation to enter the Property for the purpose of inspecting repairing maintaining renewing or removing such common television aerial service internal telephone system electronically operated doors and gates door porter system or other apparatus the person or corporation exercising such right making good all damage thereby occasioned
7. The right for the Local or other Statutory Authorities to enter into the Property with or without workmen plant and machinery for the purpose of laying maintaining repairing or replacing drains pipes cables sewers and other conducting media and the right also to erect street lighting telephone or other apparatus required by such Authority in connection with services to be supplied and maintained in the neighbourhood and for any other purpose of a like kind and also the right thereafter to use the same by such Authority for the said purpose causing as little damage as possible and making good all damage thereby occasioned

## THE THIRD SCHEDULE

### Part I

#### Lessee's Covenants

##### 1. TO PAY INTEREST AND COSTS

- 1.1 If the Rent or the Service Charge or any Service Charge Adjustment or any Additional Contribution or any part thereof payable by the Lessee shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) to pay to the Lessor or the Management Company Interest upon such sum or sums as shall remain unpaid calculated on a day to day basis from the date of the same becoming due to the date of payment but without prejudice to the operation of the proviso for re-entry hereinbefore contained or any other right of action of the Lessor or the Management Company in respect of non-payment of Rent or Proportion of the Service Charge or Service Charge Adjustment or Additional Contribution
- 1.2 To pay to the Lessor or the Management Company as the case may be on a full indemnity basis all proper costs and expenses incurred by the Lessor or the Management Company or its respective Solicitors in enforcing the payment of any Rent or Service Charge Service Charge Adjustment or Additional Contribution or other moneys payable by the Lessee under the terms of the Lease

##### 2. TO PAY OUTGOINGS

To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which now are or during the Term shall be assessed charged or imposed on or payable in respect of the Property or any part thereof or on the Lessor the Management Company tenant owner or occupier in respect thereof and also to pay a due proportion (to be conclusively determined by the Surveyor) of any such item as aforesaid which may be assessed charged or imposed on or payable in respect of the Property together with the other properties or other parts of the Estate (but not in respect of the entirety of the Estate).

##### 3. TO REPAIR THE FLAT AND CONDUITS AND TO MAINTAIN THE PARKING ACCOMMODATION

- 3.1 At all times during the Term to maintain and keep the Flat clean and in good repair and condition and in particular as occasion requires thoroughly to clean all windows within the Flat and all cisterns serving the Flat and to keep all Conduits for the exclusive service of the Flat in good repair and condition and free from obstruction Provided that:-
- 3.1.1 the Lessee will not paint or otherwise interfere with the outside surfaces of the front door of the Flat or of the windows therein and
- 3.1.2 before repairing the Conduits will give notice to the Management Company or the Lessor stating the nature of the defect or damage thereto and in repairing the same will comply in all respects

with the requirements of the Surveyor or the Management Company or the Lessor and of all Local or other Statutory Authorities having jurisdiction in the matter

- 3.2 At all times during the Term to keep the Parking Accommodation clean and undamaged and to make good or pay to the Management Company or the Lessor the cost of making good any damage other than fair wear and tear caused thereto

4. TO DECORATE

Once in every seven years and in the last three months of the Term whensoever and howsoever determined to the reasonable satisfaction of the Management Company or the Lessor or the Surveyor in a suitable and workmanlike manner to prepare and decorate with good quality materials all the interior parts of the Flat

5. TO COMPLY WITH STATUTES AND REGULATIONS

At his own expense to execute and do all such works as may be directed in pursuance of any statutory enactment or otherwise by any national local or public authority or body to be executed or done at any time during the Term upon or in respect of the Property whether by the Lessor the Management Company or the Lessee thereof

6. TO OBTAIN CONSENTS FOR WORKS

At his own expense to obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Lessee to the Property or any part thereof or any user thereof during the Term and to pay the reasonable fees costs and charges of the respective Solicitors and Surveyors for the time being of the Lessor or the Management Company in relation to any planning application inspection or approval or otherwise in connection therewith and to keep the Lessor and the Management Company indemnified in respect of any breach or non-observance thereof

7. NOT TO ALTER

Not to alter the internal planning of the Property or the height elevation or appearance of the Property nor at any time make any alterations or additions thereto nor cut maim or remove any of the party or other walls or partitions or the principal or load bearing timbers or iron and steel or other supports of the Property nor to carry out any development on the Property nor change the user thereof (within the meaning of any legislation for the time being related to Town and Country Planning) without the previous written licence of the Lessor or the Management Company Provided that such plans and specifications of any such alterations or works as the Lessor shall deem necessary shall be first submitted to the Lessor or the Management Company for its approval and the Lessee shall pay the fees of the Surveyor for approving the plans and specifications and inspecting the works and shall also pay the proper legal costs of the Lessor or the Management Company in connection with any such licence



8. ASSIGNMENT OR SUB-LETTING

8.1 Not to transfer or assign or underlet or part with or share possession of any part of the Property (as distinct from the whole) other than in accordance with 8.4 of this Schedule.

8.2 Not to underlet the Property otherwise than with the prior written consent of the Lessor or the Management Company and in a form containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis and first approved in writing by the Lessor or the Management Company such approval not to be unreasonably withheld or delayed PROVIDED THAT the Lessee shall be entitled to grant assured shorthold tenancies of the Property for periods of three years or less containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis without the need for such consent.

8.3 Not to transfer or assign or underlet or part with possession of the Property as a whole (save for an assured shorthold tenancy expressed to be for a term of one year or less containing a covenant by the underlessee to observe and perform the covenants and conditions contained in this Lease mutatis mutandis) without first procuring that the assignee or underlessee enters into the Deed of Covenant (in duplicate) with the Lessor and the Management Company subject to compliance by the Lessee with the provisions of Paragraphs 9 and 10 of this Schedule and to pay the reasonable costs of the Lessors' and the Management Company's Solicitors for the preparation of such a deed of covenant

8.4 Not to transfer or assign or underlet or part with possession of the Parking Accommodation other than to a Lessee of a Flat within the Block

9. RENT ON UNDERLETTING

Not at any time during the Term to underlet or permit the Property to be underlet except upon terms that the underlessee shall be liable to pay throughout the term of such underlease not less than the aggregate of the Rent the Proportion of the Service Charge the Service Charge Adjustment and the Additional Contribution

10. COVENANTS IN UNDERLEASE

To cause to be inserted in every underlease (whether mediate or immediate) except in the case of an underletting at a rack rent without payment of a premium for a period not exceeding seven years a covenant by the underlessee with the Lessor and with the Lessee to observe and perform all the covenants and conditions in this Lease contained (except the covenants for the payment of Rent Service Charge and Rentcharges) with a condition permitting re-entry in case of any breach of any of the said covenants or conditions (except as aforesaid)

11. REGISTRATION OF DISPOSITIONS AND CHARGES

11.1 Upon every underletting assignment or transfer of the Property or the creation of any mortgage or charge thereon or upon the devolution of the Term howsoever arising within one month thereafter

to give to the Lessor or its Solicitors a notice in writing with full particulars thereof and to produce to the Lessor certified copies of every document evidencing such disposition and to pay to the Lessor a reasonable fee (but not less than Twenty Five Pounds (£25.00) together with VAT thereon for the registration of every such notice and the Lessor covenants with the Lessee that upon receipt of such notice duly given as aforesaid and upon payment of all unpaid Rent and the Service Charge and Service Charge Adjustment it shall give to the person lodging the same a certificate in accordance with the restriction contained in the Form RX1

- 11.2 Upon every underletting of the Property or on such occasion when the Property shall not be the principal residence of the Lessee (whilst the Lessee is the lessee for the purposes hereof) within one month of vacation of the Property by the Lessee to give to the Lessor or its solicitors a notice in writing with full particulars of the Lessee's permanent place of residence

12. TO PERMIT INSPECTIONS

To permit the Lessor and the Management Company or its or their agents either alone or with workmen at any reasonable hour in the daytime after reasonable notice except in the case of emergency to enter the Property and examine the state of repair and condition thereof and to take an inventory of the Lessor's fixtures and fittings therein and that the Lessee will repair and make good all defects or want of repair and decoration for which notice in writing shall be given by the Lessor or the Management Company to the Lessee within three calendar months (or sooner in the case of emergency) after the giving of such notice and if the Lessee shall at any time make default in the performance of any of the covenants hereinbefore contained for or relating to the repair or decoration of the Property it shall be lawful for the Lessor or the Management Company (but without prejudice to the right of re-entry under Clause 7.1) to enter upon the Property and repair or decorate the same at the expense of the Lessee in accordance with the covenants and provisions hereof and the expenses of such repairs or decorations shall be repaid by the Lessee to the Lessor or the Management Company as the case may be on demand

13. PERMIT ENTRY FOR REPAIRS

To permit the Lessor and the Management Company or their tenants or occupiers of the adjoining or neighbouring properties of the Lessor the Management Company or the respective agents or workmen of the persons aforesaid at reasonable hours in the daytime after reasonable notice (except in the case of emergency) to enter upon the Property for the purpose of executing repairs improvements or alterations to or upon any part of the Property or of the said neighbouring property or for the purpose of constructing laying down altering cleansing emptying removing renewing or maintaining any existing or new Conduits in or upon the Estate or any part thereof including the Property but making good to the Lessee all damage thereby occasioned and the Lessee will not remove or interfere with any such Conduits Provided that any new Conduits shall be located in a position which will least interfere with the enjoyment by the Lessee of the amenities of the Property

14. TO PAY COSTS OF NOTICES

To pay to the Lessor or the Management Company on demand all costs charges and expenses

(including legal costs and surveyor's fees) which may be incurred by the Lessor or which may become payable by the Lessor or the Management Company in respect of the preparation or service of a Schedule of Dilapidations or under or in contemplation of any proceedings in respect of the Property under Sections 146 and 147 of the Law of Property Act 1925 or in the preparation or service of any notice thereunder respectively notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

15. TO PAY COSTS OF CONSENTS

To pay all reasonable costs and expenses of the Lessor and the Management Company (if appropriate) (including their respective solicitor's and surveyor's costs and fees) incurred in granting any consent under this Lease and in the preparation of the Deeds of Covenant referred to in Paragraph 7.3 of this Schedule

16. NOT TO VOID INSURANCE

Not to do or permit or suffer any act matter or thing in or upon the Property which may render any increased or extra premium to be payable for the insurance of the Block or which may make void or voidable any policy for such insurance and to indemnify the Lessor and the Management Company against any increased or additional premium which by reason of any such act or default of the Lessee may be required for effecting or keeping up any such insurance and in the event of the Property or the Block or any part thereof being damaged or destroyed by fire or any other risk insured in accordance with the provisions hereinafter contained at any time during the Term and the insurance money under any insurance policy effected thereon in accordance with such provisions being wholly or partially irrecoverable by reason solely or in part of any act of default of the Lessee then and in every such case the Lessee will forthwith pay to the Lessor or the Management Company as the case may be the whole or (as the case may require) a fair proportion of the cost of rebuilding and reinstating the same Any dispute as to the proportion to be so contributed by the Lessee or otherwise in respect of or arising out of this provisions is to be referred to arbitration in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

17. TO PERMIT LETTING NOTICE

To permit the Lessor or its or their surveyors or agents at any time during the last three months of the Term howsoever determined to exhibit suitable notice boards in any part of the highway frontage of the Property is to be let or sold and also at all convenient hours in the daytime by appointment if reasonably possible to enter into with and to show the Property to any person desiring to view the same and to allow any person producing a written authority from the Lessor or their surveyors or agents to enter and view the same

18. TO YIELD UP IN REPAIR

At the expiration or sooner determination of the Term to yield up to the Lessor the Property together with all additions and improvements made thereto in the meantime so decorated repaired cleansed maintained amended and kept as aforesaid



19. NOT TO OBSTRUCT ENTRANCES

Not to do or suffer to be done anything which might hinder or prevent free access with or without vehicles to the entrance to the Block and in particular not to park or allow the parking of any motor vehicle on any part of the Block except upon the Parking Accommodation or in the Visitor's Parking Spaces and then only for one private motor car or motor cycle

20. TO FORWARD NOTICES

Forthwith to give notice to the Management Company and the Lessor of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Lessee or any underlessee of the Flat or the Parking Accommodation and if so required by the Management Company and the Lessor to produce the same and where reasonably required by the Management Company and the Lessor make or join in making such applications or representations in respect thereof as are referred to in Paragraph 5.2 of the Fifth Schedule

21. NOT TO ERECT AERIALS

Not to erect or cause or permit to be erected upon the exterior of the Flat or upon any exterior part of the Block any satellite television dish or any wireless television or other aerial or other apparatus for receiving wireless telegraphic or other signals and not to cause or permit any such aerial or apparatus wholly or in part to project from the interior of the Flat

22. TO PAY OR CONTRIBUTE TO REPAIRS NECESSITATED BY LESSEE'S DEFAULT

To repay to the Management Company and the Lessor all costs charges and expenses incurred by the Management Company and the Lessor in repairing renewing and reinstating any part of the Block not hereby demised or any Conduits serving the Block so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act of negligence or default of the Lessee

23. NOT TO OBSTRUCT WINDOWS

Not to stop up darken or obstruct any windows or lights belonging to the Block or any adjoining or neighbouring buildings belonging to the Lessor or the Management Company nor knowingly permit any new window light opening doorway path passage drain or other encroachment or easement to be made or attempted to be made forthwith upon first becoming aware thereof to give notice in writing to the Management Company and the Lessor and at the request of the Management Company and the Lessor to adopt such means as may be reasonably required or deemed proper for preventing such encroachment or the acquisition of any such easement

24. TO OCCUPY AS PRIVATE RESIDENCE

Not without the Lessor's consent to use or occupy the Flat:-

24.1 otherwise than as a private dwelling occupied by only one family

24.2 without prejudice to the general application of Clause 24.1 hereof not to carry on in the Flat or any part thereof any business as defined by Section 23(2) of the Landlord and Tenant Act 1954 or any statute amending or re-enacting the same

25. BALCONY

25.1 Not to place any excessive weight (and for the purpose hereof this shall mean a combined weight which may exceed 3.00kN/m<sup>2</sup>) on the balcony (if any) of the Property nor permit anything to be placed on the balcony which might create wind resistance thus placing an additional weight burden on the balcony

25.2 For the safety of residents within the Block and the Development to anchor to the balcony floor any furniture or loose item placed or stored on a balcony on a temporary or permanent basis

26. TO OBSERVE THE REGULATIONS

The Lessee covenants with the Lessor and the Management Company at all times during the Term to observe the Block Regulations

27. USE OF THE PARKING ACCOMMODATION

27.1 Not to use the Parking Accommodation except for the parking of a roadworthy private motor car

27.2 Not to carry out or permit to be carried out any repairs to any motor vehicle for the time being parked on the Parking Accommodation or on a Visitors Parking Space other than minor repairs which can be carried out without causing any noise or nuisance

27.3 Not to store on or in the Parking Accommodation or on any Visitors Parking Space or in any vehicle for the time being thereon any petrol oil or other inflammable material except for petrol and oil in the tanks of such vehicle

28. COMPLIANCE WITH TERMS OF HEADLEASE

The Lessee covenants with the Lessor and the Management Company to comply with all the terms and conditions on the part of the Lessee (except as to rent) contained in the Headlease

Part II

Block Regulations to be observed by the Lessee

1. Not to construct or place any additional building or other erection on the Flat or make any external alteration or addition to the Property without the written consent of the Management Company Lessor to a detailed drawing thereof PROVIDED THAT on any such application for approval as aforesaid the Lessee shall pay to the Management Company Lessor such reasonable fee for the consideration of such application as the Management Company Lessor shall from time to time prescribe whether the approval of the Management Company Lessor to such application be given or not

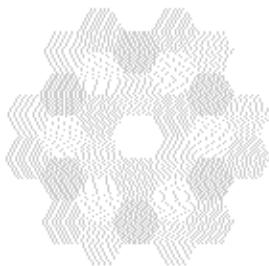
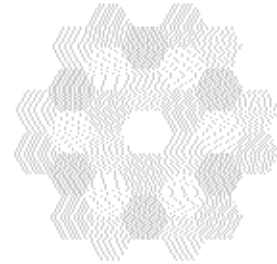
2. Not to construct or place any additional Building or other erection on the Parking Accommodation

3. Not without the written consent of the Lessor to use the Property or suffer the same to be used for the purpose of any manufacture trade or business of any description or for any purpose other than as a private dwelling in single family occupation and the Parking Accommodation for the purpose of parking one private motor car nor place or suffer to be placed on any part of the Flat any showboard placard or nameplate

4. Not to do or suffer to be done any act or thing in or about the Property which shall or may grow to the annoyance nuisance damage or disturbance of the Management Company and the Lessor or the owner or occupier of any part of the remainder of the Block and the Estate
5. Not to place or keep dustbins or refuse bags or the like other than in the bin store provided for such purpose to keep the said bin store in a neat and tidy condition
6. Not without the written consent of the Lessor or the Management Company to erect or display any notice offering the Property for sale or letting within a period of two years from the date hereof
7. Not to leave or park or permit to be left or parked any caravan boat motor car motorcycle bicycle or other vehicle on or in a parking space belonging to the Lessee or the Visitor's Parking Space except for one private roadworthy motor car in each Space
8. Not to erect or place television aerials on the roof or exterior of the Flat nor to erect or place any aerial satellite receiver or similar apparatus for the reception or transmission of television or radio signals on any part of the Flat so as to be visible from the remainder of the Block or the Estate or which might cause interference with the reasonable enjoyment of the remainder of the Block or the Estate
9. Not to keep or allow any vehicles to stand on the Private Accessway or the communal gardens footpaths roads and parking courts within the Estate nor to do anything which would obstruct the easy access over the same
10. Not to use any electrical device which has not an effective suppressor fitted thereto
11. Not without the written consent of the Management Company and the Lessor (which consent may be revoked or withdrawn at any time) to keep any animal bird or reptile in the Property
12. Not to place any item in nor to obstruct the entrance hall staircase and landings or accessways giving access to the Property
13. To close cover all floors of the Flat with carpet and underfelt or (in the bathroom and kitchen only) vinyl or sound absorbing tiles except while the same shall be removed for cleaning repairing or decorating the Flat or for some temporary purpose
14. Not to place or fix outside the windows of the Flat any sun blinds window boxes flower pots or other articles without the written consent of the Management Company and the Lessor and not to put hang or permit to be hung any clothing or other articles upon the outside of the Flat or the Block
15. Not to allow any radio or television or any musical or mechanical instrument to be played or any music or singing to take place in or on the Property so as to be an annoyance to the Lessor the Management Company or the tenants and occupiers of the other properties in the Block and not to allow any musical or mechanical instrument to be played or any music or singing to take place in the flats in the Block at all between the hours of eleven p.m and eight a.m
16. Not to waste water supplied to the Property
17. Not to use the Lift for any purpose other than access to and egress from the Property by the

Lessee and persons authorised by the Lessee PROVIDED THAT the Lift shall not be used to transport items of furniture and other bulky items to or from the Flat (except for the purposes of the Lessee moving into the Flat or vacating the same on any disposal)

18. Not to use or permit to be used any barbeque on any part of the Property or any balconies private terraces the Communal Areas or any common parts of the Block
19. Not to permit any washing to be hung on any balconies private terraces the Communal Areas or any common parts of the Block
20. Not to store or permit to be stored any item whatsoever in any loft area accessible from the Property





## THE FOURTH SCHEDULE

### Computation of the Service Charge

1. The Service Charge shall be a sum equal to the total cost of the aggregate Service Charge for the whole of the Block for each Service Charge Year (computed in accordance with this Schedule) and the sum due in respect of the Property shall be the Proportion PROVIDED ALWAYS that if it should at any time otherwise become necessary or equitable to do so then the Proportion payable shall be recalculated in such manner as the Lessor or the Management Company shall consider to be equitable and shall notify the lessees accordingly and in such a case as from the date specified in the notice (which for the avoidance of doubt can be a date prior to the date of the notice) the new proportion notified to the Lessee in respect of the Property shall be substituted for the current Proportion set out in the Particulars and the new proportions notified to the other lessees in respect of the other properties shall also be substituted for those set out in their leases
2. The Service Charge in respect of each Service Charge Year shall be computed not later than the beginning of June immediately preceding the commencement of the Service Charge Year (other than the Service Charge for the Service Charge Year current at the date of this Lease which has already been computed) and shall be computed in accordance with Paragraph 3 of this Schedule
- 3.1 The Service Charge shall consist of a sum comprising:-
  - 3.1.1 the expenditure estimated as likely to be incurred in the Service Charge Year by the Management Company or the Lessor for the purposes mentioned in the Fifth Schedule
  - 3.1.2 an appropriate amount as a reserve for or towards those of the matters mentioned in the Fifth Schedule as are likely to give rise to expenditure after such Service Charge Year being matters which are likely to arise either only once during the then unexpired Term or at intervals of more than one year during such unexpired Term including (without prejudice to the generality of the foregoing) such matters as the decorating of the exterior of the Block the repair of the structure thereof and the repair of the Conduits
  - 3.1.3 a reasonable sum to remunerate the Management Company or the Lessor for its administrative and management expenses in respect of the Estate (including a profit element) such sum if challenged by any lessee to be referred for determination by an independent Chartered Accountant appointed on the application of the Lessor or the Management Company by the President of the Institute of Chartered Accountants in England and Wales acting as an expert
  - 3.1.4 but reduced by such amount (if any) as the Management Company or the Lessor at the date of computation intends to draw from reserve during the Service Charge Year PROVIDED THAT the Service Charge for the first Service Charge Year shall be computed on the basis of Paragraphs 3.1.1 and 3.1.3 above
- 4.1 After the end of each Service Charge Year the Management Company or the Lessor shall determine the Service Charge Adjustment calculated as set out in the following Paragraph 4.2



- 4.2 The Service Charge Adjustment shall be the amount (if any) by which the respective estimates under Paragraphs 3.1 of this Schedule shall have exceeded or fallen short of the actual expenditure in the Service Charge Year
- 4.3 The Lessee shall be allowed or shall on demand pay as the case may be the Proportion of the Service Charge Adjustment
5. Subject to the provisions of Paragraphs 3.1.3 of this Schedule a certificate signed by the Management Company or the Lessor and purporting to show the amount of the Service Charge or the amount of the Service Charge Adjustment for any Service Charge Year shall be conclusive of such amount save as regards manifest errors
6. The Management Company or the Lessor shall arrange for accounts of the Service Charge in respect of each Service Charge Year to be prepared and shall supply to the Lessee a summary of such accounts
7. If in the opinion of the Management Company or the Lessor it should at any time become necessary or equitable to do so the Management Company or the Lessor shall recalculate the proportions of the Service Charge appropriate to the properties in the Estate in such manner as the Management Company or the Lessor shall consider to be equitable and shall notify the lessees accordingly and in such case as from the date specified in the notice the new proportion notified to the Lessee in respect of the Property shall be substituted for that set out in Paragraph 1 of this Schedule and the new proportions notified to the other lessees in respect of the other properties shall also be substituted for those set out in the corresponding provision of their leases
8. The Management Company or the Lessor may change the commencement date of the Service Charge Year from time to time and will notify the Lessee accordingly

## THE FIFTH SCHEDULE

### Purposes for which the Service Charge is to be applied

#### 1. DECORATION AND REPAIR OF STRUCTURE AND MAINTENANCE OF GROUNDS

- 1.1 As often as may in the opinion of the Management Company and the Lessor be necessary to prepare and decorate in appropriate colours with good quality materials in a workmanlike manner all the outside rendering wood and metalwork of the building comprising the flats within the Block, and the Development usually decorated
- 1.2 To keep the structural walls ceilings and floors of the said buildings within the Block and the Development and the whole of their structure roof foundations and all Conduits and boundary walls and fences within the block and Development (but excluding such parts thereof as are included in the Property by virtue of the definition contained in Part I of the First Schedule and the corresponding parts of all other flats and maisonettes in the Block) in good repair and condition
- 1.3 Properly to cultivate and preserve in good order and condition the Communal Areas and to keep the Private Accessway the communal gardens footpaths roads parking courts visitors parking spaces fences screens and walls within the Block and the Development properly maintained and surfaced

#### 2. DECORATION AND REPAIR OF COMMON PARTS

- 2.1 To keep the entrance hall staircase and landing (if any) leading to the flats in the Block and used in common by the lessees and occupiers of such flats and all Conduits now laid or hereafter to be laid in or upon the Block or any part thereof (other than those serving exclusively individual properties therein) and the Development in good repair and condition and as often as may in the opinion of the Management Company or the Lessor be necessary in a suitable and workmanlike manner to prepare and decorate with good quality materials the interior of the said common parts
- 2.2 To keep the common parts aforesaid suitably furnished lit and cleaned and supplied with electricity

#### 3. PAYMENT OF OUTGOINGS

- 3.1 To pay all existing and future rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description which are now or during the Term shall be assessed charged or imposed or payable on or in respect of the entirety of the Block and the Development or the curtilage or common parts thereof and in the event of the curtilage or common parts or any parts thereof or such property being assessed or charged together with any other property or properties to pay a due proportion thereof to be conclusively determined by the Management Company and the Lessor
- 3.2 To pay all costs and expenses incurred by the Management Company and the Lessor in maintaining a supply of cold water to the Block and Development.

#### 4. EMPLOYMENT OF STAFF

Unless prevented by any cause beyond the control of the Management Company and the Lessor to keep such staff to perform such services as the Management Company and the Lessor shall

think necessary (including (without prejudice to the generality of the foregoing) the housing of such Staff) in or about the Block but so that the Management Company and the Lessor shall not be liable to the Lessee for any act default or omission by such staff and to pay or make such provision as the Management Company and the Lessor shall think fit for pensions annuities or retirement or disability benefits for staff on the termination of their employment

5. PAYMENT OF COSTS INCURRED IN MANAGEMENT

To make provision for the payment of all costs and expenses incurred by the Management Company and the Lessor:-

- 5.1 in the running and management of the Block and the collection of the rents and service charges in respect of the properties therein and in the enforcement of the covenants and conditions and regulations contained in the leases of the properties in the Block and
- 5.2 in making such applications and representations and taking such action as the Management Company and the Lessor shall reasonably think necessary in respect of any notice or order or proposal for a notice or order served under any statute order regulation or bye-law on the Lessee or any underlessee of the Property or on any lessee of any other of the properties in the Block or on the Management Company and the Lessor in respect of the Block or the Communal Areas or all or any of the properties therein and
- 5.3 in the determination of the Management Company's and the Lessor's remuneration referred to in Paragraph 3.3 of the Fourth Schedule
- 5.4 in the preparation and audit of the Service Charge accounts
- 5.5 in the payment of the costs fees and expenses paid to any Agent Accountant or legal representative appointed by the Management Company and the Lessor in connection with the provision of the Services set out in this Schedule

6. TELEVISION AERIAL/SATELLITE DISH AND OTHER COMMON SYSTEMS

To pay all expenses of providing maintaining repairing renewing servicing or otherwise relating to any common television aerial/satellite dish service internal telephone system door entry/porter system electronic doors and gates or other apparatus (if any of the foregoing are installed) including any fees or charges payable to any contractor person or corporation in respect of the same

7. ENFORCING COVENANTS OF OTHER LESSEES IN FAVOUR OF THE MANAGEMENT COMPANY LESSOR

If so required by and lessee of a property in the Block to enforce the covenants and conditions contained herein on the part of the Lessee or the similar covenants and conditions entered into or to be entered into by the lessees of other properties in the Block in favour of the Management Company and the Lessor so far as the same affect the property demised to the lessee requiring such enforcement and on such lessee indemnifying the Management Company and the Lessor against all costs and expenses in respect of such enforcement and (if so required by the Management Company and the Lessor) giving reasonable security for such costs and expenses



8. INSURANCE

To keep the Block (including the lessor's fixtures and fittings and the furnishings of the common parts thereof but not the contents of any property therein) insured against loss or damage by fire lightning explosion earthquake storm flood escape of water riot civil commotion subsidence heave or landslip and such other risks as the Management Company and the Lessor shall think fit for a sum equal to not less than the full replacement value thereof including loss of ground rent and all architect's surveyor's and other fees necessary in connection therewith in some insurance office of repute and through such agency as the Management Company and Lessor shall in its discretion decide and to have the Lessee and the lessees of the other flats included in the policy as insured persons and to produce to the Lessee on request the policy of insurance and the receipt for the current premium and forthwith to utilise the proceeds received of any such policy as far as the same will extend to rebuild or reinstate the Block and the Lessee hereby authorises the Management Company or the Lessor to receive the insurance moneys for this purpose but without prejudice to the Lessee's liability to pay or contribute to the costs thereof as hereinbefore provided in the event of the insurance money being wholly or partially irrecoverable by reason of any act or default of the Lessee his servants agents guests invitees or licensees PROVIDED THAT the Block shall be deemed to be insured for a sum equal to the full replacement value thereof notwithstanding that any policy of insurance in force contains a provision whereby the first part of any loss shall not be borne by the Insurers (hereinafter called "an excess provision") so long as the Management Company and the Lessor are satisfied that the inclusion of such an excess provision in any policy of insurance is in the general interest of the lessees of the flats in the Block having regard to the additional costs of insuring without such an excess provision

9. THIRD PARTY INSURANCE

To effect insurance against the liability of the Management Company and the Lessor to third parties and against such other risks and in such amount as the Management Company and the Lessor shall think fit (but not against the liability of individual lessees as occupiers of the flats in the Block)

10. LIFT

10.1 To pay and discharge any electricity charges assessed in respect of the Lift.

10.2 To effect such additional insurance as may be required in respect of the Lift and to pay any rental and/or service payment in its maintenance in accordance with any rental and/or service agreement

10.3 To accumulate such sums from time to time as the Lessor shall consider desirable for the purpose of accumulating a reserve fund as a reasonable provision against the prospective costs and expenses of major repair to or overhaul or replacement of the Lift

11. PAYMENT OF TAXES

To pay any taxes which may be assessed or charged on the Service Charge or the income arising from any investment of the same

12. COST OF DISCONTINUANCE

To pay any costs incurred in or resulting from the discontinuance of any matters pursuant to Clause 4.1.4

13. JOINT EXPENDITURE

To reimburse to the adjoining owner (which expression shall include the Lessor the Management Company and their successors in title being the owner or owners of any adjoining property and any agent or administration company or trustee employed by them) a due proportion of any expenditure incurred by the adjoining owner which relates both to any such adjoining property and to the Block and falls within any of the purposes mentioned in this Schedule Provided always that where any such expenditure is incurred it shall be apportioned in such manner as may be agreed between the Management Company and the Lessor or the Surveyor and the adjoining owner's surveyor or in default of agreement determined by an independent surveyor to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors as the application of the Management Company and the Lessor who shall act as an expert and whose determination shall be final and binding on the parties

14. PAYMENT OF INTEREST

To pay all interest costs and expenses that may be incurred by the Management Company or the Lessor in the event of the Management Company or the Lessor having to arrange a loan to maintain a credit balance in the Service Charge fund from a bank or other institution or in the event of the Management Company and the Lessor making a loan from its own funds paying such interest costs and expenses as are no more than those currently chargeable for such commercial transactions

15. OTHER SERVICES AND EXPENSES

To carry out all repairs to any other part of the Block for which the Management Company or the Lessor may be liable and to provide and supply such other services for the benefit of the Lessee and the lessees of other properties in the Block and to carry out such other repairs and such improvement works additions and to defray such other costs (including the modernisation or replacement of plant and machinery) as the Management Company and the Lessor shall consider necessary to maintain the Block as good class residential flats or otherwise desirable in the general interest of the Lessee and the lessees of other properties in the Block

DATED \_\_\_\_\_ 200

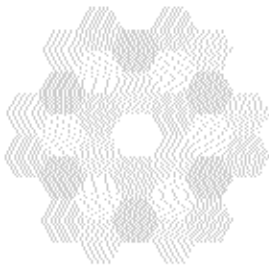
[       ]

and

COUNTRYSIDE PROPERTIES (UBERIOR) LIMITED

- and -

RADIUS (PRESTWICH) MANAGEMENT LIMITED



DEED OF COVENANT

relating to



THIS DEED OF COVENANT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BETWEEN \_\_\_\_\_ of \_\_\_\_\_ (hereinafter called "the Transferees") of the first part and **COUNTRYSIDE PROPERTIES (UBERIOR) LIMITED** whose registered office is at 35 Old Queen Street London SW1H 9JD (hereinafter called "the Lessor") of the second part and **RADIUS (PRESTWICH) MANAGEMENT LIMITED** whose registered office is at Countryside House aforesaid (hereinafter called "the Management Company") of the third part

WHEREAS:-

(1) By a lease (hereinafter called "the Lease") dated [ \_\_\_\_\_ ] and made between (1) the Lessor (2) the Management Company and (3) [ \_\_\_\_\_ ] (hereinafter called "the Original Lessee") the property now known as [postal address of flat] including Parking Accommodation number (hereinafter called "the Demised Premises") was demised by the Lessor to the Original Lessee upon the terms and conditions there in contained

(2) The Lease contained requirements to the effect that upon an assignment thereof the assignee should enter into a direct covenant with the Lessor and the Management Company to observe and perform the covenants and conditions contained therein to the effect that the assignee and his successors in title would from the date of an assignment or transfer duly observe and perform all covenants restrictions and stipulations therein contained and on the part of the Original Lessee to be observed and performed in favour of the Lessor and the Management Company

(3) By a transfer of even date herewith and made between the Original Lessee of the one part and the Transferees of the other part the Demised Premises is being transferred to the Transferees for the residue of the term created by the Lease

NOW THIS DEED WITNESSETH (in pursuance of the provisions of the Lease) as follows:-

1. THE Transferee hereby covenant with the Management Company and the Lessor that they and their successors in title will at all times from the date hereof duly observe and perform the covenants restrictions and stipulations therein contained and on the part of the Original Lessee to be observed and performed in favour of the Lessor and the Management Company (whether running with the Lease or of a purely personal or collateral nature) to the same extent as if they the Transferee were the Original Lessee

IN WITNESS whereof the Transferee have hereunto executed this document as a deed the day and year first before written

SIGNED as a Deed by \_\_\_\_\_ )  
Transferee \_\_\_\_\_ )  
in the presence of: - \_\_\_\_\_ )



**EXECUTED as a DEED by  
COUNTRYSIDE PROPERTIES  
(UBERIOR) LIMITED acting by  
two of its Directors or a Director  
and the Company Secretary**

Director

  
AUTHORISED SIGNATORY  
G P SHILLINGLAW

~~Director/Company Secretary~~



**EXECUTED as a DEED by  
RADIUS (PRESTWICH)  
MANAGEMENT COMPANY  
LIMITED acting by two of its  
Directors or a Director and the  
Company Secretary**

Director

  
I K  
AUTHORISED SIGNATORY

~~Director/Company Secretary~~

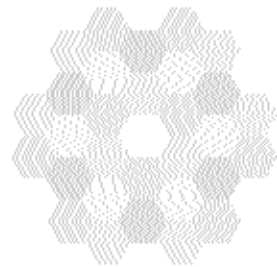
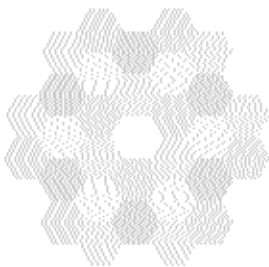
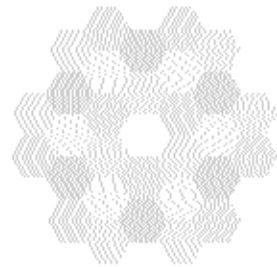
IK

**SIGNED by the  
THE LESSEE  
in the presence of**





ANNEX A  
DRAFT FORM OF RX1



**Application to enter  
a restriction**

Land Registry

**RX1**

*If you need more room than is provided for in a panel, use continuation sheet CS and attach to this form.*

|   |   |
|---|---|
| <b>1. Administrative area and postcode if known</b><br>GREATER MANCHESTER : BURY  |   |
| <b>2. Title number(s)</b><br>GM906721   |   |
| <b>3. If you have already made this application by outline application, insert reference number:</b> <div style="border: 1px solid black; width: 200px; height: 20px; float: right;"></div>   |   |
| <b>4. Property</b> <i>Insert address or other description.</i><br><br>The restriction applied for is to affect <i>Place "X" in the appropriate box and complete as necessary.</i><br><input type="checkbox"/> the whole of each registered estate<br><input checked="" type="checkbox"/> the part(s) of the registered estate(s) shown on the attached plan by <i>State reference e.g. "edged red".</i><br>red edging<br><input type="checkbox"/> the registered charge(s) dated _____ in favour of _____<br>referred to in the Charges Register                                  |   |
| <b>5. Application and fee</b> <i>A fee calculator for all types of applications can be found on Land Registry's website at www.landregistry.gov.uk/fees</i><br><br>Restriction _____ Fee paid £ 40.00<br><br><b>Fee payment method:</b> <i>Place "X" in the appropriate box.</i><br>I wish to pay the appropriate fee payable under the current Land Registration Fee Order:<br><input type="checkbox"/> by cheque or postal order, amount £ _____ made payable to "Land Registry".<br><input type="checkbox"/> by Direct Debit under an authorised agreement with Land Registry. | <b>FOR OFFICIAL USE ONLY</b><br>Record of fee paid<br><br>Particulars of under/over payment<br><br>Fees debited £ _____<br><br>Reference number _____ |
| <b>6. Documents lodged with this application</b> <i>If this application is accompanied by either Form API or FRI please only complete the corresponding panel on Form API or DL. Number the documents in sequence; copies should also be numbered and listed as separate documents, alternatively you may prefer to use Form DL. If you supply the original document and a certified copy, we shall assume that you request the return of the original; if a certified copy is not supplied, we may retain the original document and it may be destroyed.</i>                     |   |
| <b>7. The applicant is:</b> <i>Please provide the full name of the person applying for the restriction.</i><br><br><b>The application has been lodged by:</b><br>Land Registry Key No. (if appropriate) 1810990<br>Name (if different from the applicant) Glaisyers<br>Address/DX No. 6th Floor, Manchester House, 18-20 Bridge Street<br>Manchester M3 3BY<br>DX. 14364 - MANCHESTER<br>Reference _____<br>E-mail glaisyers.com<br>Telephone No. 0161 832 4666   | <b>FOR OFFICIAL USE ONLY</b><br>Codes Dealing<br>Status   |
| Fax No. 0161 832 1981   |   |

8. **Where you would like us to deal with someone else** *We shall deal only with the applicant, or the person lodging the application if different, unless you place "X" against one or more of the statements below and give the necessary details.*

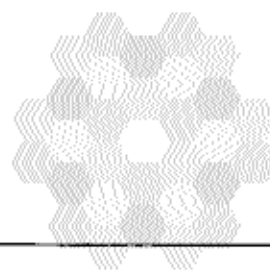
- Send title information document to the person shown below
- Raise any requisitions or queries with the person shown below
- Return original documents lodged with this form (see note in panel 6) to the person shown below  
*If this applies only to certain documents, please specify.*

Name  
Address/DX No.

Reference  
E-mail

Telephone No.

Fax No.



9. **Entitlement to apply for a restriction** *Place "X" in the appropriate box.*

- The applicant is the registered proprietor of the registered estate/charge referred to in panel 4.
- The applicant is the person entitled to be registered as proprietor of the registered estate/charge referred to in panel 4. **Complete panel 12.**
- The consent of the registered proprietor of the registered estate/charge referred to in panel 4 accompanies this application or the applicant's conveyancer certifies that he holds this consent. **Complete panel 11.**
- The consent of the person entitled to be registered as proprietor of the registered estate/charge referred to in panel 4 accompanies this application or the applicant's conveyancer certifies that he holds this consent. **Complete panels 11 and 12.**
- Evidence that the applicant has sufficient interest in the making of the entry of the restriction applied for in panel 10 accompanies this application. **Complete panel 13.**

10. **The applicant applies to enter the following restriction against the registered estate/charge referred to in panel 4:** *Please set out the form of restriction required. Schedule 4 to the Land Registration Rules 2003 contains standard forms of restrictions. Use this form to apply for a standard form of restriction (as set out in Schedule 4 to the Land Registration Rules 2003) or, where appropriate, a restriction in another form. If the restriction is not a standard form of restriction, the registrar must be satisfied that the terms of the proposed restriction are reasonable and that applying the proposed restriction would be straightforward and not place an unreasonable burden on him. If the restriction requires notice to be given to a person, requires a person's consent or certificate or is a standard form of restriction that refers to a named person, include that person's address for service.*

*No disposition of the registered estate (other than a charge) by the Proprietor of the registered estate or by the Proprietor of any registered charge is to be registered without the written consent signed on behalf of Radius Prestwich Management Company Limited care of Glaisyers, Solicitors, 6th Floor, Manchester House, 18-20 Bridge Street, Manchester, M3 3BY by its Secretary or its Conveyancer".*

No disposition of the registered estate (other than a charge) by the Proprietor of the registered estate or by the Proprietor of any registered charge is to be registered without the written consent signed on behalf of Radius Prestwich Management Company Limited care of Glaisyers, Solicitors, 6th Floor, Manchester House, 18-20 Bridge Street, Manchester, M3 3BY by its Secretary or its Conveyancer".

**11. Evidence of consent** *Please complete this panel if instructed to do so in panel 9. Place "X" in the appropriate box.*

- The [registered proprietor of][person entitled to be registered as the proprietor of] the registered estate/charge referred to in panel 4 consents to the entry of the restriction and that person or their conveyancer has completed panel 15.
- I am the applicant's conveyancer and certify that I hold the consent referred to in panel 9.
- The consent referred to in panel 9 is contained on page \_\_\_\_ of the document numbered \_\_\_\_ referred to in [panel 6][Form AP1][Form DL].

**12. Evidence of entitlement to be registered as proprietor** *Please complete this panel if instructed to do so in panel 9. Place "X" in the appropriate box.*

- I am the applicant's conveyancer and certify that I am satisfied that the applicant/person consenting to this application is entitled to be registered as proprietor and that I hold the originals of the documents that contain evidence of that person's entitlement, or an application for registration of that person as proprietor is pending at Land Registry.
- Evidence that the applicant/person consenting to this application is entitled to be registered as proprietor is contained in the document(s) numbered \_\_\_\_ referred to in [panel 6][Form AP1][Form DL].

**13. Evidence that the applicant has sufficient interest** *Please complete this panel if instructed to do so in panel 9.*

- State brief details of the applicant's interest in the making of the entry of the restriction applied for in panel 10.

- Evidence of this interest is contained in the document(s) numbered \_\_\_\_ referred to in [panel 6][Form AP1][Form DL].

**14. Signature of applicant  
or their conveyancer** \_\_\_\_\_

**Date** \_\_\_\_\_

**15. Consent**

Consent to the entry of the restriction specified in panel 10 is given by:

**Names** *BLOCK CAPITALS*

**Signatures**

1.

1.

2.

2.

3.

3.

DATED 8<sup>th</sup> December 20045

COUNTRYSIDE PROPERTIES (UBERIOR) LIMITED

and

RADIUS (PRESTWICH) MANAGEMENT COMPANY LIMITED

and

MARK MCCLEAN AND ALAN MCCLEAN



This is to certify  
that this is a true  
copy of the original  
DIXON LAW SOLICITORS

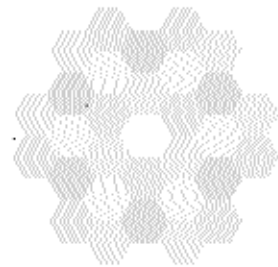


UNDERLEASE

relating to

Plot number 57 and Parking Space number 44 (if any)

at Radius Prestwich



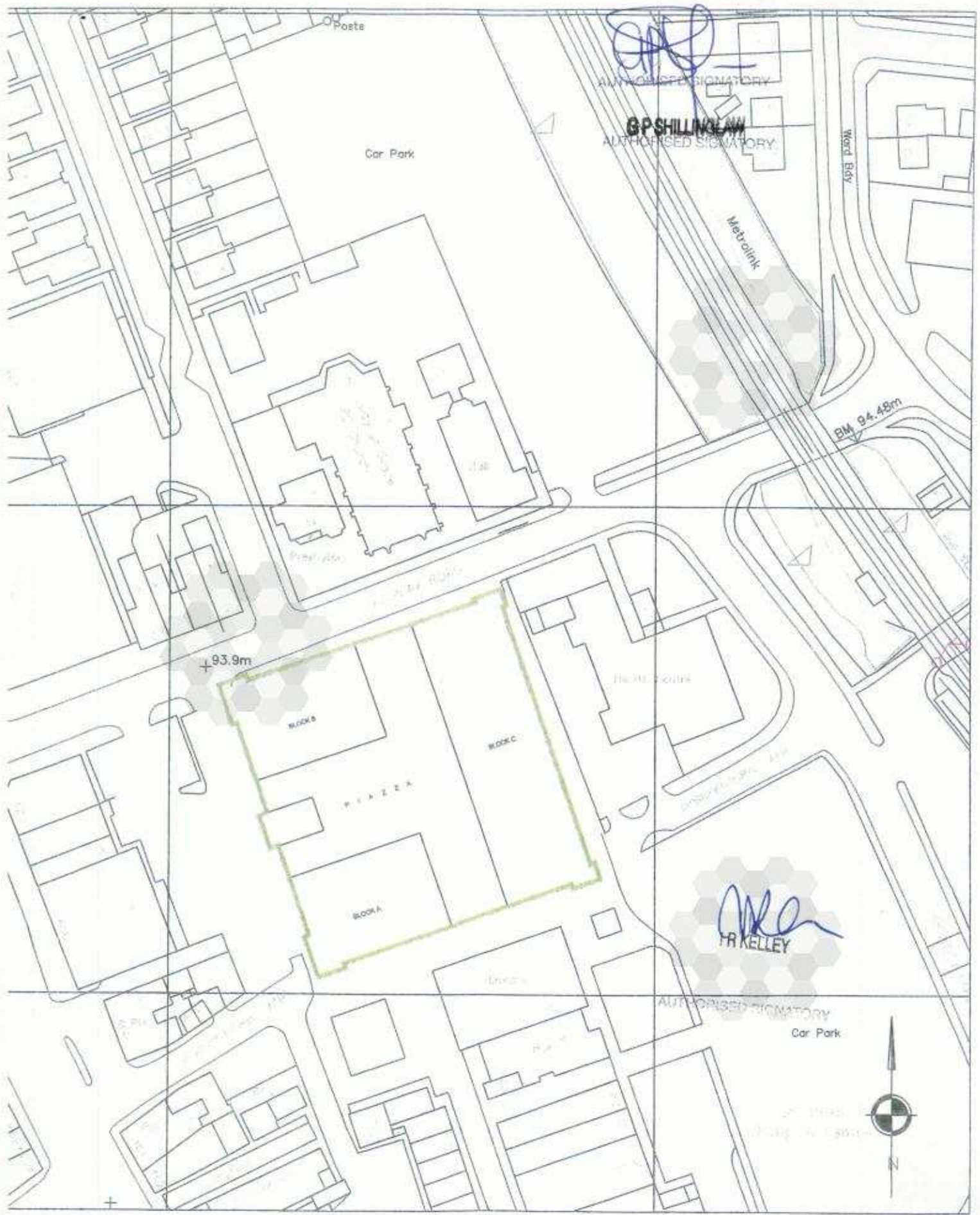
GLAISYERS

[www.glaisyers.com](http://www.glaisyers.com)

S O L I C I T O R S

6th Floor Manchester House  
18-20 Bridge Street  
Manchester  
M3 3BY  
Ref: mch/10764





*[Handwritten Signature]*  
AUTHORISED SIGNATORY  
**GPSHILLING**  
AUTHORISED SIGNATORY

*[Handwritten Signature]*  
MR KELLEY  
AUTHORISED SIGNATORY



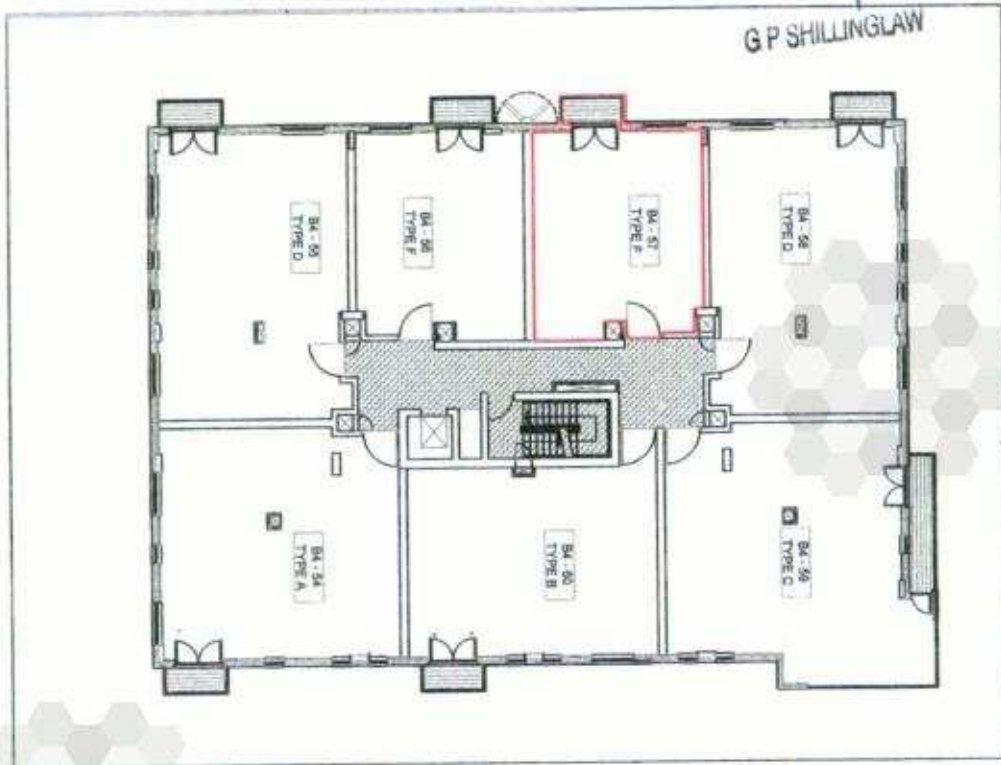
PLAN 1



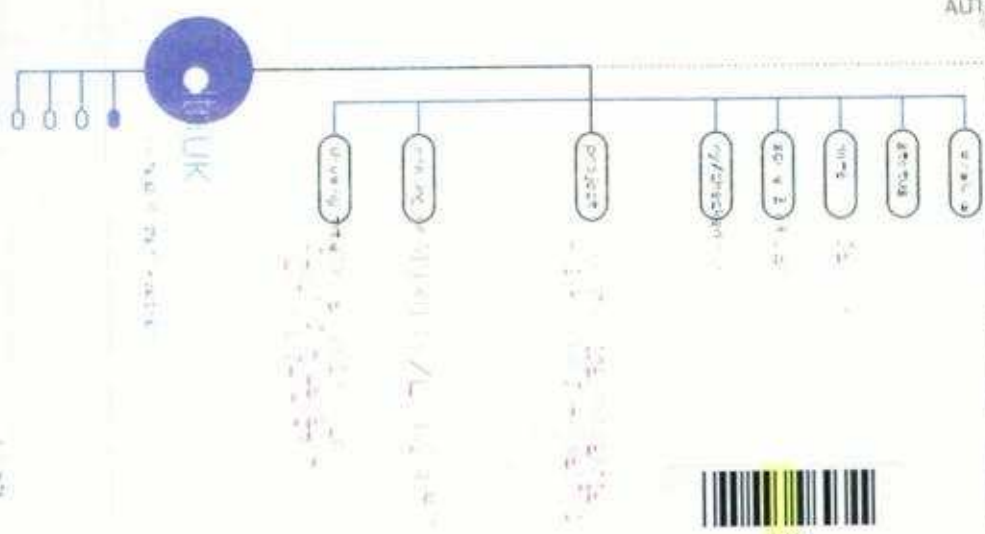
CONVEYANCING PLAN - BLOCK B LEVEL 4

AUTHORISED SIGNATORY  


G P SHILLINGLAW



AUTHORISED SIGNATORY  

|  |                       |  |                       |
|--|-----------------------|--|-----------------------|
|  | OPTIONAL IMPROVEMENTS |  | COMMON INFRASTRUCTURE |
|  | STAIRWAYS             |  | ACT NUMBER            |
|  | COMMON INFRASTRUCTURE |  | AS IT APPEARS         |
|  | COMMON INFRASTRUCTURE |  | CONCRETE AND MASONRY  |
|  | COMMON INFRASTRUCTURE |  | GLAZING               |
|  | COMMON INFRASTRUCTURE |  | GLAZING               |
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PLAN 2.









5

# Local Authority and Water and Drainage Enquiries

## ENQUIRIES OF LOCAL AUTHORITY



|   |   |
|---|---|
| <p><b>Search prepared for:</b><br/><b>HIPS (GMC) LTD</b><br/><b>Holland House 113-117 Holland Street</b><br/><b>Astley Bridge</b><br/><b>Bolton</b><br/><b>BL1 8NX</b></p> <p>Tel: 01204 593665 Fax: 01204 591866</p> | <p>Search Number: 2650368<br/>Your Reference: HIP1-90869-MCLEAN</p> |
|---|---|

|   |  |
|---|--|
| <p><b>Property:</b><br/>GRANITE COURT<br/>57 LONGFIELD CENTRE<br/>PRESTWICH<br/>MANCHESTER<br/>M25 1GW</p> <p>UPRN: NOT AVAILABLE</p> | <p>Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)</p> <p>Name of vendor: MARK MCLEAN</p> <p>Name of estate agent: AUBREY ISAACSON</p> <p>Name of HIP Provider: PROPERTY SEARCH GROUP</p> <p>Name of solicitor/conveyancer: HYDE &amp; PARTNERS</p> <p>Your personal data * name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.</p> |
|---|--|

**Other roadways, footpaths and footways:**

POPPYTHORN LANE  
FAIRFAX ROAD  
SIDE ACCESS  
PUBLIC PATHS OR BYWAYS

**Search prepared by and any enquiries to:**  
**HIPS (GMC) LTD**  
**Holland House 113 - 117 Holland Street**  
**Bolton**  
**BL1 8NX**

Tel: 01204 593665 Fax: 01204 591866

**On behalf of The Property Search Group**  
Signed:  
  
Date: 19/08/2008

Information obtained at BURY METROPOLITAN BOROUGH COUNCIL .  
For further information contact The Property Search Group.

**ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:**

GRANITE COURT  
57 LONGFIELD CENTRE  
PRESTWICH  
MANCHESTER  
M25 1GW

**LOCAL LAND CHARGE REGISTER ENTRIES:**

1. CLEAN AIR ACT 1956 SECTION 11  
SMOKE CONTROL ORDER
2. HIGHWAYS ACT 1980 (AS AMENDED) - SECTION 38 & SECTION 278  
AGREEMENT DATED 24/03/2004 BETWEEN BURY METROPOLITAN BOROUGH COUNCIL, ALMONDCREST LIMITED, GROSVENOR STAR LIMITED LOCAL GOVERNMENT ACT 2000 - SECTION 2 & LOCAL GOVERNMENT ACT 1972 - SECTION 111 CONTAINING COVENANTS UNDER LOCAL GOVERNMENT (MISCELLANEOUS PROVISIONS) ACT 1982 - SECTION 33  
REGISTERED 01/09/2005
3. TOWN & COUNTRY PLANNING ACT 1990 - SECTION 106  
PLANNING OBLIGATION DATED 05/08/2003 BETWEEN BURY METROPOLITAN BOROUGH COUNCIL, ALMONDCREST LTD, GROSVENOR STAR LTD & COUNTRYSIDE RESIDENTIAL (NORTH WEST) LTD RESTRICTING OR REGULATING THE USE OF LAND  
PLANNING REFERENCE 38602  
REGISTERED 01/09/2005
4. TOWN & COUNTRY PLANNING ACT 1990 - SECTION 106A  
SUPPLEMENTAL AGREEMENT DATED 24/03/2004 BETWEEN BURY METROPOLITAN BOROUGH COUNCIL, ALMONDCREST LTD, GROSVENOR STAR LTD & COUNTRYSIDE RESIDENTIAL (NORTH WEST) LTD RESTRICTING OR REGULATING THE USE OF LAND  
PLANNING REFERENCE 40190  
REGISTERED 01/09/2005

THIS IS SUPPLEMENTAL TO AN AGREEMENT DATED 05/08/2003 BETWEEN BURY METROPOLITAN BOROUGH COUNCIL, ALMONDCREST LTD, GROSVENOR STAR LTD & COUNTRYSIDE RESIDENTIAL (NORTH WEST) LTD

**PLANNING REGISTER ENTRIES SINCE: 01/08/1977**

1. 06481/78 RETAIL STORE WITH ANCILLARY STORAGE, PREPARATION & STAFF FACILITIES, 3 SHOP UNITS, PUBLIC TOILETS, CAR PARKING & SERVICING AREA  
PG/C 03/08/1978
2. 08645/79 APPROVAL OF RESERVED MATTERS - RETAIL STORE WITH ANCILLARY STORAGE, PREPARATION & STAFF FACILITIES, 3 SHOP UNITS, PUBLIC TOILETS, CAR PARKING & SERVICING AREA  
PG/C 18/10/1979
3. 09456/79 REVISED SCHEME (DETAILS ABOVE)  
PG/C 13/12/1979  
(FORMER SAINSBURYS STORE)
4. 11451/80 EXTENSION TO UNLOADING BAY & BULK STOCK AREA  
PG/C 15/01/1981
5. 11609 PUBLIC CONVENIENCE  
APPROVED 12/02/1981
6. 0737/ADV TWO INTERNALLY ILLUMINATED SHOP (FASCIA) SIGNS & ONE HANGING SIGN  
APPROVED 12/02/1981
7. 11622/81 SHOP FRONT  
PG/C 12/02/1981
8. 0833/81/ADV INTERNALLY ILLUMINATED SHOP SIGN  
APPROVED 12/11/1981
9. 22275/89 RELOCATABLE BUILDING  
PG/C 16/03/1989
10. 25344/90 TEMPORARY PORTACABIN IN SERVICING YARD  
PG/C 24/01/1991

11. 35465/99 TWO ADVERTISEMENT UNITS - INTERNALLY ILLUMINATED WITHIN WALL MOUNTED UNITS  
PG/C 03/08/1999
12. 35880/99 INSTALLATION OF ADDITIONAL REFRIGERATION PACKS & CONDENSORS SITUATED ON ROOF OF STORE  
PG/C 14/12/1999
13. 38602/01 DEMOLITION OF EXISTING UNITS & NEW TWO STOREY MIXED USE DEVELOPMENT (CLASS A1 - SHOP, CLASS A3 - FOOD & DRINK, CLASS D2 - ASSEMBLY & LEISURE) TOGETHER WITH PERIMETER LANDSCAPING & REAR SERVICE AREA  
PG/C 13/05/2002
14. 39140/02 PROPOSED TEMPORARY PORTACABIN, RELOCATION OF EXISTING PHARMACY ONTO AN EXISTING ADJACENT CAR PARK  
PG/C 18/09/2002
15. 39724/02 OUTLINE PLANNING APPLICATION - DEMOLITION OF EXISTING BUILDING, ERECTION OF NEW MIXED USE DEVELOPMENT COMPRISING BASEMENT CAR PARK, GROUND FLOOR A1 - RETAIL, D2 - ASSEMBLY & LEISURE & C3 - APARTMENTS ON UP TO 5 FLOORS (99 APARTMENTS)  
WITHDRAWN 13/01/2003
16. 40190/02 DEMOLITION OF EXISTING BUILDINGS & NEW BUILD MIXED USE DEVELOPMENT COMPRISING OF RETAIL, FOOD & DRINK & LEISURE ON GROUND FLOOR (CLASSES A1, A3 & D2) WITH RESIDENTIAL DEVELOPMENT ABOVE (145 UNITS) & BASEMENT CAR PARK  
PG/C 05/08/2003
17. 41160/03 TEMPORARY TWO STOREY SALES & MARKETING SUITE  
PG/C 12/09/2003
18. 41510/03 EXTERNALLY ILLUMINATED ADVERTISEMENTS  
PG/C 03/02/2004

**BUILDING REGULATION APPLICATIONS SINCE: 01/07/2002**

1. 03/0050 INITIAL NOTICE - NEW BUILD DETAIL  
REFUSED 20/01/2003
2. 03/0128 130 DWELLINGS & RETAIL UNIT  
REFUSED 03/02/2003
3. 03/0325 INITIAL NOTICE - NEW BUILD RETAIL UNIT  
REFUSED 19/03/2003
4. 04/0557 150 APARTMENTS ON 8 FLOORS ABOVE GROUND FLOOR RETAIL & BASEMENT RESIDENTIAL PARKING  
APPROVED 28/07/2005

**OTHER DETAILS:**

PLEASE NOTE THE FOLLOWING INFORMATION:

THE METROLINK LIGHT RAILWAY LIES NORTH EAST OF THE PROPERTY WITHIN 100 METRES & IS ZONED AS WILDLIFE LINKS & CORRIDORS EN6/4

PRESTWICH METROLINK STATION IS LOCATED WITHIN 200 METRES TO THE SOUTH EAST OF THIS DEVELOPMENT & IS ZONED AS WILDLIFE LINKS & CORRIDORS EN6/4 TOWN CENTRE POLICY AREA PR1

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.



**PART I - STANDARD ENQUIRIES  
(APPLICABLE IN EVERY CASE)**

**1. PLANNING AND BUILDING REGULATIONS**

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:

- (a) a planning permission;
- (b) a listed building consent;
- (c) a conservation area consent;
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulation approvals;
- (g) a building regulation completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

**INFORMATIVE:**

If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.

**1.2 Planning Designations & Proposals.**

What designations of land use for the property or the area, and what specific proposals for the property are contained in any current adopted or proposed development plan?

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

**2. ROADS**

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

- (a) highways maintainable at public expense:

SEE PAGE 2

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

NONE SINCE 01/08/1977

SEE PAGE 2

PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

PLEASE CONTACT YOUR LOCAL PSG OFFICE

**INFORMATIVE:**

The owner or occupier of the property should be asked to produce any such certificate.

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

TOWN CENTRE POLICY AREA PR1  
MAIN SHOPPING AREA OF TOWN CENTRE S1/2  
PRIME SHOPPING AREA S2/2  
PRIME SHOPPING FRONTAGE S2/2

BURY NEW ROAD LIES SOUTH WEST OF THE PROPERTY WITHIN 100 METRES & IS ZONED AS STRATEGIC ROUTE NETWORK HT2/1

THE LAND LYING EAST OF THE PROPERTY WITHIN 200 METRES IS ZONED AS PROPOSED METROLINK CAR PARK HT3/4/3 WILDLIFE LINKS & CORRIDORS EN6/4 TOWN CENTRE POLICY AREA PR1

POPPYTHORN LANE - YES  
FAIRFAX ROAD - YES  
SIDE ACCESS - YES  
PUBLIC PATHS OR BYWAYS - NONE ABUTTING OR CROSSING THE PROPERTY

|   |      |
|---|------|
| (b) subject to adoption and supported by a bond or bond waiver;   | NONE |
| (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or  | NONE |
| (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?   | NONE |
| If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property. |      |

**3. OTHER MATTERS**

**From records inspected, do any of the following matters apply to the property?**

**3.1 Land required for Public Purposes**

Is the property included in land required for public purposes? NO

**3.2 Land to be acquired for Road Works**

Is the property included in land to be acquired for roadworks? NO

**3.3 Drainage Agreements and Consents**

Do either of the following exist in relation to the property:

(a) an agreement to drain buildings in combination into an existing sewer by means of a private sewer; or NO

(b) an agreement or consent for (i) a building; or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main? NO

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.

**3.4 Nearby Road Schemes**

Is the property (or will it be) within 200 metres of any of the following:

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme; NO

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; NO

(c) the outer limits of construction works of a proposed alteration or improvement to an existing road, involving: (i) construction of a roundabout (other than a mini-roundabout); or (ii) widening by construction of one or more additional traffic lanes; NO

(d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes; NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by the construction of one or more additional traffic lanes; NO

about); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

*Note: A mini-roundabout is a roundabout having a one-way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches*

### 3.5 Nearby Railway Schemes

Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

NONE

### 3.6 Traffic Schemes

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:

- (a) permanent stopping up or diversion;
- (b) waiting or loading restrictions;
- (c) one way driving;
- (d) prohibition of driving;
- (e) pedestrianisation
- (f) vehicle width or weight restriction;
- (g) traffic calming works including road humps;
- (h) residents' parking controls;
- (i) minor road widening or improvement;
- (j) pedestrian crossings;
- (k) cycle tracks; or
- (l) bridge building?

In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.

3.6 (a) - (l) PLEASE REFER TO SEARCH REPORT INSURANCE POLICY

### 3.7 Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health?

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

NONE REGISTERED

### 3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NONE REGISTERED

### 3.9 Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:

- (a) an enforcement notice;
- (b) a stop notice;
- (c) a listed building enforcement notice;
- (d) a breach of condition notice
- (e) a planning contravention notice

NONE REGISTERED

NONE REGISTERED

NOT APPLICABLE

NONE REGISTERED

NONE REGISTERED

|  |                 |
|--|-----------------|
| (f) another notice relating to breach of planning control;   | NONE REGISTERED |
| (g) a listed building repairs notice;  | NOT APPLICABLE  |
| (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; | NOT APPLICABLE  |
| (i) a building preservation notice;  | NONE REGISTERED |
| (j) a direction restricting permitted development;   | NONE REGISTERED |
| (k) an order revoking or modifying a planning permission;  | NONE REGISTERED |
| (l) an order requiring discontinuance of use or alteration or removal of buildings or works;   | NONE REGISTERED |
| (m) a tree preservation order; or  | NONE REGISTERED |
| (n) proceedings to enforce a planning agreement or planning contribution?  | NONE REGISTERED |

**3.10 Conservation Area**

Do any of the following apply in relation to the property:

|  |                   |
|--|-------------------|
| (a) the making of the area a conservation area before 31st August 1974; or | 3.10 (a) - (b) NO |
| (b) an unimplemented resolution to designate the area a conservation area? |                   |

**3.11 Compulsory Purchase**

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

NONE REGISTERED

**3.12 Contaminated Land**

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property):

|   |                 |
|---|-----------------|
| (a) a contaminated land notice;   | NONE REGISTERED |
| (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:  |                 |
| (i) a decision to make an entry;  | NONE REGISTERED |
| (ii) or an entry; or  | NONE REGISTERED |
| (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? | NONE REGISTERED |

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

**3.13 Radon Gas**

|  |    |
|--|----|
| Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency? | NO |
|--|----|

**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).

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) website ([www.hpa.org.uk/radiation/radon/index.htm](http://www.hpa.org.uk/radiation/radon/index.htm)). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

A guide containing further information about Radon Affected Areas is available free from DEFRA

PSG and its employees have a business or personal relationship with the following involved in the sale of the property  
NONE

#### **SEARCH CODE:**

##### **Important Protection**

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. 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, PSG is confirming that they operate 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 the search organisation 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, for further information please refer to [www.propertycodes.org.uk/searchcode/compilers/html](http://www.propertycodes.org.uk/searchcode/compilers/html).
- 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.

##### **How do PSG handle complaints**

We have a formal written complaints procedure for handling complaints speedily and fairly, if you wish to make a complaint, it will be handled as follows:

- The complaint will be acknowledged within 5 working days of its receipt. Please address your complaint as described on page 1 of this report or alternatively email [serviceimprovement@propertysearchgroup.co.uk](mailto:serviceimprovement@propertysearchgroup.co.uk).
- A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request, we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

##### **Keeping to the Search Code**

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your search organisation failing to keep to the Code.

#### **IMPORTANT INFORMATION**

##### **Contact Details**

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report or visit us at [www.thehipalliance.com](http://www.thehipalliance.com).

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk) or telephone: 020 7917 1817 or Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

## SEARCH REPORT INSURANCE POLICY FIRST TITLE PLC

### 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 full terms and conditions of the Search Report Indemnity 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 circumstances which existed in the records of an Appropriate body and affected the land at the Policy Date but was not fully disclosed in a personal search report. See coverage statement in paragraph 2 of the policy.

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

Among others, the insurance given under the Search Report Insurance Policy does not cover:

- . environmental contaminants or hazardous waste on or under the Land
- . loss or damage arising by reason of enforcement of environmental protection legislation
- . the existence of radon gas on or under the Land. All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy.

Please read this part of the report 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 and 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 at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote policy reference SRIP/05/07. 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 Property Search Group as part of its service. SRIP/05/07

## The Property Search Group - Terms and Conditions

The Property Search Group as part of its core business activities supplies Property Information Services for its clients on the Conditions set out below. These conditions cannot be varied unless agreed in writing by a director of PSG Franchising Ltd.

### 1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our charges for providing the services, which will be notified to you at the point of order.

"Confirmation of order" means either when we confirm acceptance of your "Order" whether by telephone, facsimile or electronic means or when we supply you with the "Report" whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the "Services", which you place by completing an "Order Form" and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" means our "Order Form" which may be updated from time to time or an approved alternative.

"Property" means the property address of location for which you require a report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from PSG Franchising Ltd or a "Third Party Report".

"Third Party Report" means any "Report" that we procure from a third party on your behalf.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/ we/our" mean PSG Franchising Ltd or one of our franchise offices, together The Property Search Group or PSG.

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide them with a report either on their own behalf or as an agent of the Client.

1.2 Headings used in these conditions are for the convenience only and shall not affect their interpretation.

1.3 If there is a conflict between an order and the Conditions, the Order will prevail.

### 2. The Services

2.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

2.2 Each Order if accepted by us will constitute a separate and severable contract.

2.3 We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

2.4 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated.

However, time of delivery of Reports is not of the essence.

2.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

### 3 Charges

3.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

3.2 The Customer shall be liable for payment of Services, whether their Client has paid monies or not. All invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge outstanding sums at 1.75% monthly and to recover costs associated with the same.

### 4. Your Obligations

4.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

4.2 You agree that any Report that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us.

4.3 You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.

4.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of the Reports will prevail.

### 5. Cancellation

5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

### 6 Intellectual Property Rights

6.1 Any and all Intellectual Property Rights in the Property Search Group Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

### 7 Limitation of Liability

7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate

Access to certain information is not freely available when conducting the Personal Search. We supply unique individual indemnity insurance (at no additional cost) covering these questions up to the value of the property subject of the search. Please note that commercial properties are limited to a maximum £500,000 per claim. Such cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available on request from your local office

7.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

7.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

7.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring

7.5 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £10,000,000 arising out of any single

or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records. 7.6 In the event that the Search Report is used as part of a Home Information Pack, we acknowledge their further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

### 8. Force Majeure

8.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly.

### 9. Assignment

9.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

9.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

### 10. General

10.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

10.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

10.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

10.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

10.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

10.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

10.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

## Drainage and Water Enquiry

Responses as required by the Home Information Pack Regulations (No. 2) 2007

The information in this document refers to: -

**Property: GRANITE COURT 57 LONGFIELD CENTRE PRESTWICH  
MANCHESTER M25 1GN**

**This document was produced by: -**

**United Utilities  
Property Searches  
Stephens Way  
Goose Green  
Wigan  
WN3 6PJ**

**Telephone 0870 7510101**

**Facsimile 0870 7510102**

**e-mail - [property.searches@uuplc.co.uk](mailto:property.searches@uuplc.co.uk)**

**DX 719690 Wigan 8**

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 530971

**This document was ordered by: -**

**Client PSG Egerton  
Address Holland House  
113-117 Holland Street  
Astley Bridge  
Bolton  
BL1 8NX**

**Client Ref: HIP1-90869-MCLEAN**

**FAO:**

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. All of these are held by United Utilities.

United Utilities Property Searches is 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; and
- (iii) any negligent or incorrect recording of that interpretation in the search report
- (iv) compensation payments

United Utilities Water PLC  
Registered In England & Wales No. 2366678  
Registered Office Haweswater House, Lingley Mere  
Business Park, Lingley Green Avenue, Great Sankey,  
Warrington, WA5 3LP.

Received Date 15/08/2008 Response Date 19/08/2008

**Question  
Number****Q 1 Interpretation of Drainage and Water Enquiry**

Answer **Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667.**

Informative Not Applicable

**Q 2 Enquiries and Responses**

Answer **This drainage and water search complies with the requirements of Statutory Instrument 2007 No 1667 Schedules 6 and 8 to Regulation 8(I) as it contains the enquiries and the appropriate responses set out in Part 2 of Schedule 8.**

**The records were searched by Tom Atree of United Utilities who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.**

**This search report was prepared by Tom Atree of United Utilities who has no, nor not likely to have, any personal or business relationship with any person involved in the sale of the property.**

Informative The Terms and Conditions under which this response to enquiries is provided are laid out in Appendix 2.

**Residential Drainage and Water Search Complaint Procedure**

United Utilities PLC offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made by telephone, in writing or by e-mail using the contact details for United Utilities Property Searches on page 1 of this report.

As a minimum standard United Utilities will:-

- endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond.
- if you are not happy with our initial response, we will advise you write in via email, fax or letter explaining the reasons why you are not satisfied.
- investigate and research the matter in detail and provide a written substantive response within 5 working days of receipt of your written complaint.
- depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.
- if we fail to give you a written response within 5 working days, will pay you £10 compensation regardless of the outcome of your complaint.
- if your complaint is found to be justified, or we have made any substantive errors in your search result, we will automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.
- if your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay, you will receive the search free of charge.
- if you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for responding.

Received Date 15/08/2008 Response Date 19/08/2008



**Question  
Number**

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

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

**Informative** Public sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

The Sewerage Undertaker is not generally responsible for rivers, watercourses, ponds, culverts or highway drains. If any of these are shown on the copy extract they are shown for information only.

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, if any.

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

The presence of a public sewer running within the boundary of the property may restrict further development within it.

The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

**Q 4**      **Does foul water from the property drain to a public sewer?**

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

**Informative** 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. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

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.

**Question  
Number**

**Q 5** Does surface water from the property drain to a public sewer?

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

**Informative** 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. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.

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.

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

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

**Informative** 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.

**Question  
Number**

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

**Answer** The public sewer map 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.

**Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.  
The presence of a public sewer running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.  
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.  
Assets other than public sewers may be shown on the copy extract, for information only.

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

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

**Informative** 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 measure 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, if any.  
Assets other than public sewers may be shown on the copy extract, for information only.

**Question  
Number**

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

**Answer** **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.**

**Informative** Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.  
Prior to 2003 United Utilities had sewerage agency agreements with the local authorities therefore details of any agreements/consents or rejections may not have been forwarded on to our offices before this date.

**Q 10** **Where relevant, please include a copy of an extract from the map of waterworks.**

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

**Informative** The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.  
Assets other than public water mains may be shown on the plan, for information only.  
Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.  
If an extract of the public water main record is enclosed it 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.  
The presence of a public water main running within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Water Undertaker or its contractors needing to enter the property to carry out work.

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

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

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

**Question  
Number**

**Q 12** Who are the Sewerage and Water Undertakers for the area?

**Answer** **United Utilities plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; [www.unitedutilities.com](http://www.unitedutilities.com), is the sewerage undertaker for the area.**

**United Utilities plc, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP, Tel; 01925 237000, Internet; [www.unitedutilities.com](http://www.unitedutilities.com), is the water undertaker for the area.**

Informative Not Applicable

**Q 13** Is the property connected to mains water supply?

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

Informative Details of private supplies are not kept by the Water Undertaker. The situation should be checked with the current owner of the property.

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

**Answer** **The map of waterworks indicates that there are water mains, resource mains or discharge pipes within the boundaries of the property.**

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

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

**Q 15** What is the current basis for charging for sewerage and water services at the property?

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

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker 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 Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: [www.ofwat.gov.uk](http://www.ofwat.gov.uk).



**Question  
Number**

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

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

**Informative** Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.  
It is policy to meter all new water connections. This would result in charges being levied according to the measured tariff.  
The Water Undertaker may install a meter at the premises where a buyer makes a change of use of the property or where the buyer uses water for:  
\* Watering the garden, other than by hand (this includes the use of sprinklers)  
\* Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.  
\* In a bath with a capacity in excess of 230 litres (measured to the centre line of the overflow).  
\* In a shower unit of a type specified in paragraph 4c of the table in Regulation 5 of the Water Fitting Regulations.  
\* A reverse osmosis unit.

**Q 17** Is a surface water drainage charge payable?

**Answer** **Records confirm that a surface water drainage charge is payable for the property at £34.00 for each financial year.**

**Informative** Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.  
Where surface water charges are payable but if on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.  
Drainage charges are subject annual review and amounts may change.

**Q 18** Please include details of the location of any water meter serving the property.

**Answer** **Records indicate that the property is served by a water meter, which is located within the dwelling house which is or forms part of the property, and in particular is located in the 4th floor meter cupboard.**

**Informative** Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

United Utilities, PO Box 246, Warrington, WA55 1EA, Tel: 0845 3037744, Internet;  
[www.unitedutilities.com](http://www.unitedutilities.com)

**Question  
Number**

**Q 19** Who bills the property for sewerage services?

**Answer** The property is billed for sewerage services by United Utilities plc, P.O. Box 453, Warrington, WA55 1SE, Tel: 0845 602 0406, Internet: [www.UnitedUtilities.com](http://www.UnitedUtilities.com)

Informative Not applicable

**Q 20** Who bills the property for water services?

**Answer** The property is billed for water services by United Utilities plc, P.O. Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: [www.UnitedUtilities.com](http://www.UnitedUtilities.com)

Informative This is the company to notify the change of occupant to, on completion of sale.

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

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

Informative 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 Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Director General of Water Services.

These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.

Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included in the At Risk Register.

Properties may be at risk of flooding but not included in the Register where flooding incidents have not been reported to the Sewerage Undertaker.

Public sewers are defined as those for which the Sewerage Undertaker 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 Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

**Question  
Number****Q 22**      **Is the property at risk of receiving low water pressure or flow?****Answer**      **Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.****Informative**      The boundary of the property has been determined by reference to the Ordnance Survey record.

"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 Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).

The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap. The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap.

The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served.

For two properties, a flow of 18 litres/minute at a pressure of 10 metres head on the customers' side of the main stop tap is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing Handbook.

Allowable exclusions:

The Water Undertaker 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. Water Undertakers should exclude from the reported DG2 - (Low Pressure Register) figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Water Undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

Water Undertakers should not report under DG2 - (Low Pressure Register) low pressures caused by planned maintenance.

It is not intended that Water Undertakers identify the number of properties affected in each instance. However, Water Undertakers must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 - (Low Pressure Register) 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); fire fighting and action by a third party.

However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Low pressure incidents of short duration:

Properties affected by low pressures that 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 - (Low Pressure Register) figures.

**Question  
Number**

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

**Answer** The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances and a report is attached.

**Informative** Water Undertakers 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 in the kitchen. 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. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12. The Water Undertaker carries out 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 Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at [www.dwi.gov.uk](http://www.dwi.gov.uk). If you require further advice regarding these failures please see Question 12 for contact details.

**Question  
Number**

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

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

**Informative** Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.  
For contact details please see Question 12.

**Q 25** Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

**Answer** **The nearest Sewage Treatment Works is 1.35 miles (2.17km), West South West of the property. The name of the Sewage Treatment Works is BOLTON WWTW, and the owner is United Utilities.**

**Informative** The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated i.e. the property may not necessarily drain to this works.  
The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works.  
It should be noted therefore that there may be a private sewage treatment works closer than the one detailed above that has not been identified. As a responsible utility operator, United 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.unitedutilities.com](http://www.unitedutilities.com)



## **Appendix 1 - General Interpretation**

1. (1) In this Schedule-

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

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

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

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

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

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

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

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

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

- (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and
- (b) is not a public sewer;

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

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

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

"lateral drain" means-

- (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or
- (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

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

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

- (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and
- (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

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

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

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

- (a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);
- (b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

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

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

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

- (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or
- (b) giving or taking a supply of water in bulk;

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

"Sewerage Undertaker" means the company appointed to be the Sewerage Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

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

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

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

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

"water supply zone" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the company appointed to be the Water Undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

**Appendix 2****DRAINAGE AND WATER ENQUIRY (DOMESTIC)****TERMS AND CONDITIONS**

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

**Definitions**

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

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

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

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

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

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

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

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

**Agreement**

1.1 The Company agrees to supply the Report to the Customer and to allow it to be provided to the Client and the Purchaser subject, in each case, to these terms. The scope and limitations of the Report are described in paragraph 2 of these terms. The Customer shall be responsible for bringing these terms to the attention of the Client and the Purchaser as necessary.

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

**The Report**

2. 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 first produced and sent to the Customer.

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 to The Company.

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 which The Company cannot ensure is accurate, complete or valid and for which it accepts no liability.

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 their correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

**Liability**

3.1 The Company shall not be liable to the Customer, the Client or the Purchaser for any failure defect or non-performance of its obligations arising from any failure of or defect in any machine, processing system or transmission link or anything beyond The Company's reasonable control or the acts or omissions of any party for whom The Company is not responsible.

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will

remain with that company in respect of the accuracy of the information supplied. A company that supplies information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties..

3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance.

**Copyright and Confidentiality**

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

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

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

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

4.5 The Customer the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses, costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.

**Payment**

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

**General**

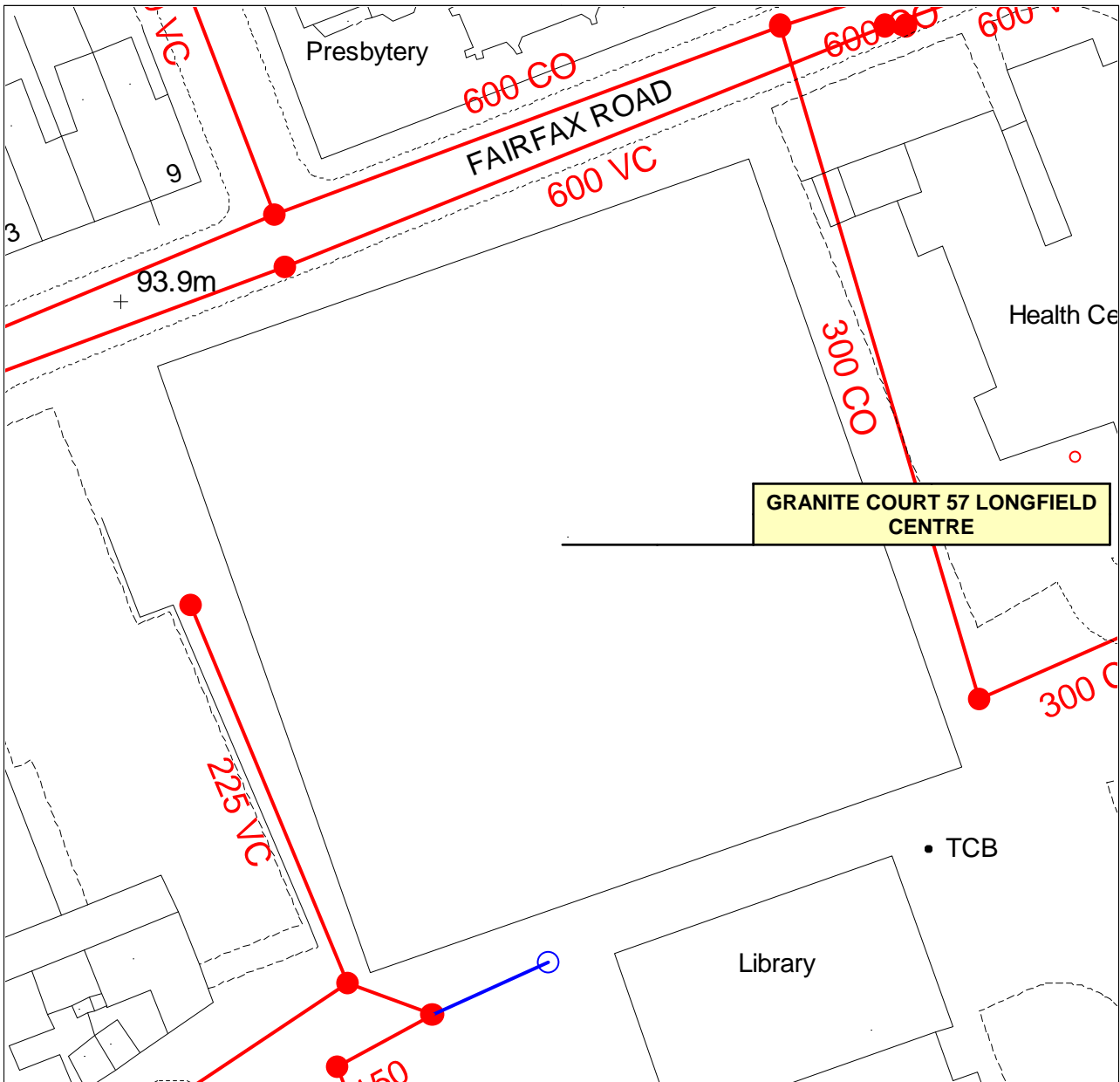
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.

6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.

6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations

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



**GRANITE COURT 57 LONGFIELD CENTRE PRESTWICH MANCHESTER M25 1GN**

**Extract from the Map of Public Sewers**



**Legend**  
Red or Brown - Foul Sewers  
Blue - Surface Water Sewers

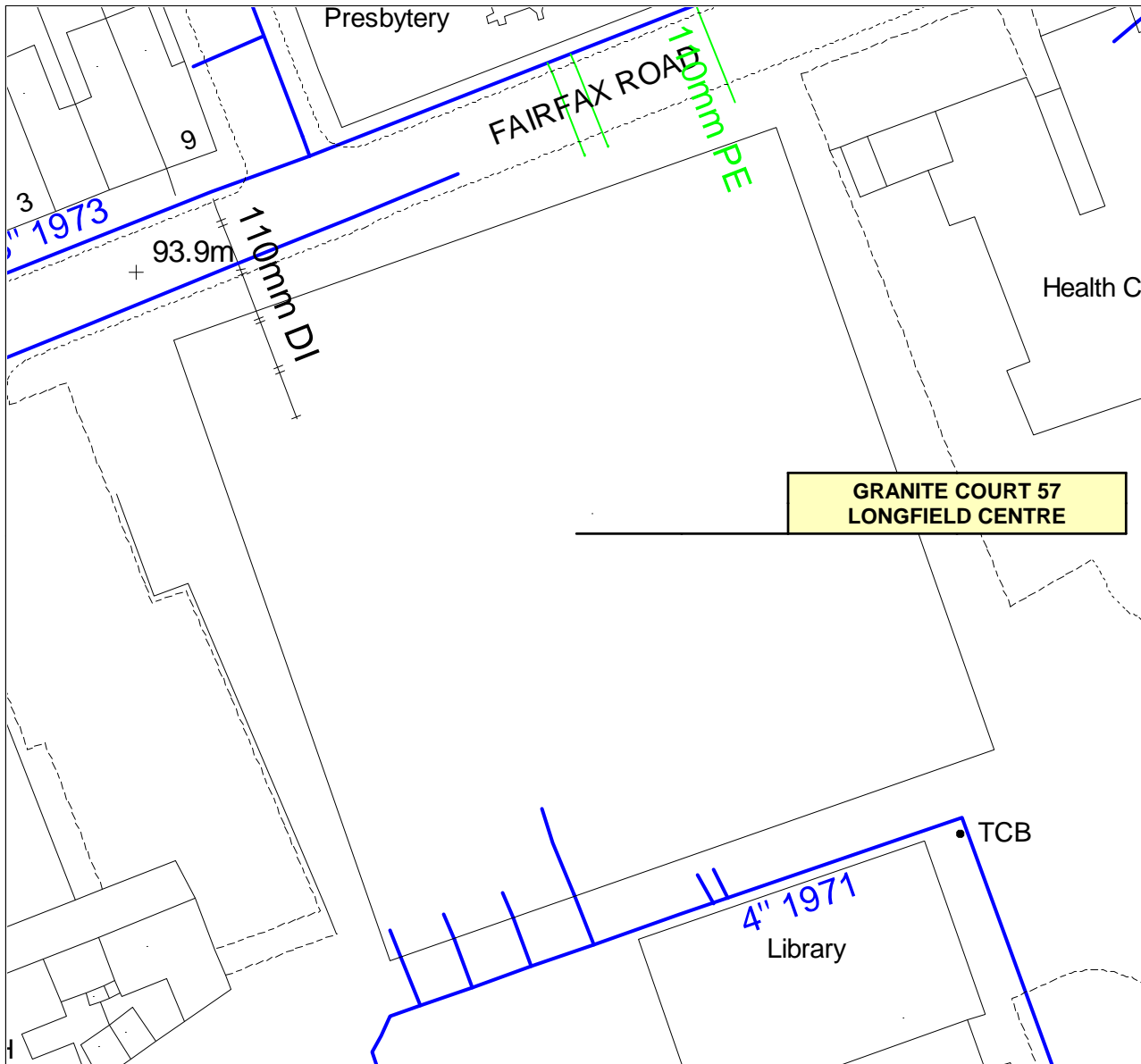
|  |                             |
|--|-----------------------------|
|  | Abandoned Sewer             |
|  | Public Sewers               |
|  | Mersey Valley Sludge main   |
|  | Highway Drain               |
|  | Private Sewers              |
|  | Pumping Main                |
|  | Section 104 Sewers          |
|  | District or Parish Boundary |
|  | Development Outline         |

Mapping By Tom Altree









The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private pipes sewers or drains may not be recorded. United Utilities will not accept any liability for any damage caused by the actual positions being different from those shown.

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Received Date 15/08/2008 Response Date 19/08/2008



**GRANITE COURT 57 LONGFIELD CENTRE PRESTWICH MANCHESTER M25 1GN**

|  |  |
|--|--|
| <b>Extract From the Map of Water Mains</b>   |  |
| <br><b>WATER MAINS RECORDS</b><br><br>Mapping By Tom Altree | <b>Legend</b>  |
|  |  Distribution Mains                      |
|  |  Trunk Mains                             |
|  |  Non Potable Mains                       |
|  |  Proposed Mains                          |
|  |  Disused Mains (these may still be live) |
|  District or Parish Boundary                               |  |
|  Development Outline                                       |  |

The position of underground apparatus shown on this plan is approximate only and is given in accordance with the best information currently available. The actual positions may be different from those shown on the plan and private service pipes may be shown by a broken blue line. United Utilities will not accept any liability for any damage caused by the actual positions being different from those shown.

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Water Quality failure report for United Utilities water quality supply zone Z283.

The following samples failed during the calendar year ending 31/12/2007: -

| <b>Parameter Tested</b> | <b>No. of<br/>Samples<br/>Taken</b> | <b>No. of<br/>Samples<br/>Failed</b> |
|-------------------------|-------------------------------------|--------------------------------------|
| Aluminium               | 36                                  | 1                                    |
| Coliform bacteria       | 109                                 | 1                                    |
| Iron                    | 36                                  | 2                                    |
| Manganese               | 36                                  | 1                                    |

**United Utilities investigate all infringements of water quality standards thoroughly and take appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately and advise them not to drink the water until the risk had been removed.**

Water samples are taken from customers' taps, at addresses selected at random within a zone (zones can contain approximately 50,000 properties). The results of analysis given in the report relate to samples taken from a small selection of addresses in the water supply zone in which the property is located, and not necessarily the property itself. There is only a small possibility that the results of samples reported were taken from the property in question.

The sampling requirements and water quality standards are specified in Government legislation.

#### **Key facts on water quality**

Here are some key facts on substances many customers are particularly concerned about. For more detailed information visit [www.unitedutilities.com](http://www.unitedutilities.com) or telephone **0845 746 1324**, minicom 0808 143 0295.

#### **Lead**

There is virtually no lead in water as it leaves treatment works. Lead in drinking water originates from lead service pipes and plumbing, mainly found in older houses. Occasionally a problem occurs due to the inappropriate use of lead based solders on modern fittings. The extent of lead pick-up depends on the nature and extent of plumbing materials and the water. Where United Utilities has identified a risk the water has been treated, as far as is practical, to minimise the pick-up of lead in water. However, the best way of reducing lead in water is to replace lead pipes.

#### **Hardness**

Water hardness depends on the amount of calcium and magnesium in the water. Underground waters are usually harder than river or lake sources. Hard water makes it more difficult to get a lather when using soap and it can cause deposits in kettles. These deposits are not harmful to health. Most of our supplies are 'soft'.

#### **Aluminium**

Aluminium is present widely in the environment and exists naturally in lakes, rivers and reservoirs. It is also used at some water treatment works to remove impurities and harmful micro organisms. Any aluminium is removed at a later stage of the treatment process. The 200 µg/l standard for aluminium is not a health standard, but is based on concentrations which affect the water's appearance. Drinking water contains less than 5% of the daily dietary intake of aluminium. For example, a cup of tea may contain 20 to 200 times more aluminium than the water it was made from.

#### **Coliform bacteria**

These bacteria are usually harmless in themselves, but if present show that if there is a possibility of contamination of drinking water, or disinfection is not working properly. Some of the bacteria we find are from dirty taps in houses, but in all cases where we find bacteria we respond urgently to make sure the water is safe.

#### **Iron and Manganese**

Naturally occurring iron and manganese from upland reservoirs can be a problem in some places. Some iron also comes from the poor condition of older mains. Very high concentrations of iron and manganese can cause discolouration of washing. The presence of iron and manganese has no health significance.



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# Authorised Documents



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intentionally blank

**This Home Information Pack was compiled by:**



In the event of any queries please contact:

**PSG Manchester NW**

**Tel: 01204 403238 Fax: 01204 405486**

**Or email: [manchesternw.hips@propertysearchgroup.co.uk](mailto:manchesternw.hips@propertysearchgroup.co.uk)**

#### **Important Information**

The Home Information Pack (HIP) Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on information included within a Home Information Pack provided on residential property within England and Wales. It sets out minimum standards which organisations providing HIPs have to meet. This information is designed to introduce the HIP Code for you.

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

#### **The Code's main commitments**

The HIP Code's key commitments say that the HIP Provider will

- Provide HIPs promptly and include the most up-to-date available information when compiled.
- Handle complaints speedily and fairly.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all HIP services comply with relevant laws, regulations and industry standards.

#### **Keeping to the HIP Code**

How HIP Providers 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 HIP Provider failing to keep to the Code.

#### **Contact Details**

For further information on the Property Code Compliance Board or to obtain a copy of the full HIP code contact:

Property Codes Compliance Board  
212 Piccadilly  
London  
W1J 9HG

Tel: 020 7917 1817  
Email: [info@propertycodes.org.uk](mailto:info@propertycodes.org.uk)

You can also obtain more information about the Property Codes Compliance Board from our website at: [www.propertycodes.org.uk](http://www.propertycodes.org.uk)



**HIPcode**

PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.



[www.TheHIPAlliance.com](http://www.TheHIPAlliance.com)