



HOME INFORMATION PACK

 **CHIPS**
SURVEYORS

T: 01243 521729

E: info@chips.uk.com

CHIPS Surveyors Ltd
Old Market House
Market Avenue
Chichester PO19 1JR

www.chips.uk.com

HOME INFORMATION PACK



**FLAT 4 HEATHER COURT, STOCKBRIDGE ROAD, CHICHESTER,
WEST SUSSEX, PO19 8HJ**

Date: 20 January 2009

Homes | Land | Energy

 **SAVA**
certification scheme
Registered Member

Insert address of property to be sold below and include postcode.

Flat 4 Heather Court
Stockbridge Road
Chichester
West Sussex
PO19 8HJ

About this form:

- Under the Home Information Pack (No. 2) Regulations 2007, you must include an index which lists all the documents included in your Home Information Pack.
- You may use this form as an index. Required documents need to be included in all cases where relevant: authorised documents do not. Please seek professional advice if you are unsure about what to include in your Home Information Pack.
- All the documents in your Home Information Pack must be listed in the index, whether or not they are required or authorised.
- Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that a required document is missing, which document it is and the reason why.
- Where the document exists and can be obtained, the index should indicate the steps being taken to obtain it and the date by which you expect to obtain the document, updating this date if it changes. It should also indicate the reason for a delay or any likely delay.
- The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.
- Someone can complete this form on behalf of a seller.
- The Regulations tell you what documents are required to go in the Home Information Pack, and which documents are authorised to be included. Documents that are neither required or authorised should not be included in the Pack and advertising material should not be included. Guidance on the Regulations is available at www.homeinformationpacks.gov.uk

PART 1 – General – Required Documents

Please look at each document listed in column 1 and then complete the relevant entry in either column 2 or column 3

Column 1	Column 2	Column 3
Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information	If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
1. Index	<input checked="" type="checkbox"/>	
2a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/> 15 January 2009	
2b. Predicted Energy Assessment	<input type="checkbox"/>	
3. Sale statement	<input checked="" type="checkbox"/>	
Title information		
4. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/> 12 January 2009	
5. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/> 12 January 2009	
6. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
7. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
8. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input checked="" type="checkbox"/> 16 January 1987	
Search reports		
9. Local land charges	<input checked="" type="checkbox"/> 14 January 2009	
10. Local enquiries	<input checked="" type="checkbox"/> 14 January 2009	
11. Drainage and water enquiries	<input checked="" type="checkbox"/> 13 January 2009	

Part 2 – Commonhold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) reason why not included; steps being taken to obtain it; date when it is expected to be obtained; any reason for further delay and further date by which the document is expected.
1. Land Registry individual register and title plan for common parts	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
2. Land Registry copy of commonhold community statement	<input type="checkbox"/>	
3. Management rules and regulations outside the commonhold community statement	<input type="checkbox"/>	
4. Requests for payment towards commonhold assessment for the past 12 months	<input type="checkbox"/>	
5. Requests for payment towards reserve fund for the past 12 months	<input type="checkbox"/>	
6. Requests for payment towards insurance for common parts for the past 12 months (if separate to commonhold assessment or reserve fund)	<input type="checkbox"/>	
7. Name and address of managing agents and/or other manager (current and any proposed)	<input type="checkbox"/>	
8. Amendments proposed to the commonhold community statement, and other rules	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
9. Summary of works affecting the commonhold (current and any proposed)	<input type="checkbox"/>	
10. Where the commonhold interest has not been registered at the Land Registry: the proposed commonhold community statement and an estimate of costs expected of the the unit-holder in the first 12 months	<input type="checkbox"/>	

Part 3 – Leasehold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. The lease, being either: <ul style="list-style-type: none"> • an “official” copy • the original lease or a true copy of it; or • an edited information document 	<input type="checkbox"/>	

PART 4 – Authorised Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information
Please list any authorised documents that have been included relevant to this property below:	
1.	<input type="checkbox"/>
2.	<input type="checkbox"/>
3.	<input type="checkbox"/>
4.	<input type="checkbox"/>
5.	<input type="checkbox"/>
6.	<input type="checkbox"/>
7.	<input type="checkbox"/>
8.	<input type="checkbox"/>
9.	<input type="checkbox"/>

Energy Performance Certificate

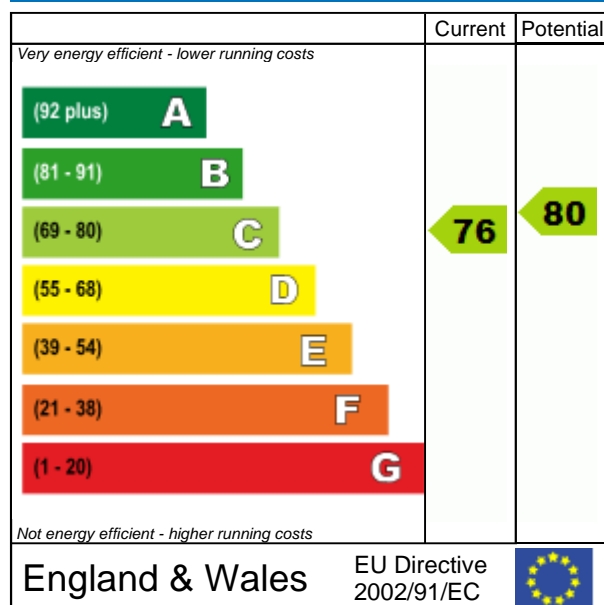


Flat 4 Heather Court
Stockbridge Road
CHICHESTER
PO19 8HJ

Dwelling type: Ground floor flat
Date of assessment: 15 January 2009
Date of certificate: 15 January 2009
Reference number: 0454-2865-6597-0591-4411
Total floor area: 41 m²

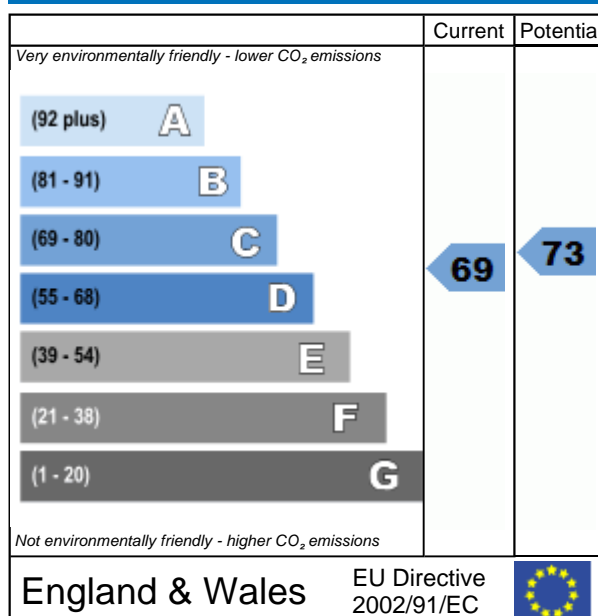
This home's performance is rated in terms of the energy use per square metre of floor area, energy efficiency based on fuel costs and environmental impact based on carbon dioxide (CO₂) emissions.

Energy Efficiency Rating



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

Environmental Impact (CO₂) Rating



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

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

	Current	Potential
Energy use	321 kWh/m ² per year	283 kWh/m ² per year
Carbon dioxide emissions	2.0 tonnes per year	1.7 tonnes per year
Lighting	£33 per year	£22 per year
Heating	£142 per year	£134 per year
Hot water	£124 per year	£101 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.



The address and energy rating of the dwelling in this EPC may be given to EST to provide information on financial help for improving its energy performance.

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

About this document

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

Assessor's accreditation number: SAVA001251
Assessor's name: Mr David Haines
Company name/trading name: CHIPS Surveyors
Address: Old Market House, Market Avenue, Chichester, W. Sussex, PO19 1JR
Phone number: 01243 521 729
Fax number:
E-mail address: davidh@chips.uk.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 as above. You can get contact details of the accreditation scheme from their website at www.nher.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

Flat 4 Heather Court
Stockbridge Road
CHICHESTER
PO19 8HJ

Date of certificate: 15 January 2009
Reference number: 0454-2865-6597-0591-4411

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	Solid, no insulation (assumed)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Electric storage heaters	Poor	Very poor
Main heating controls	Manual charge control	Poor	Poor
Secondary heating	Portable electric heaters	-	-
Hot water	Electric immersion, off-peak	Poor	Poor
Lighting	Low energy lighting in 50% of fixed outlets	Good	Good
Current energy efficiency rating		C 76	
Current environmental impact (CO₂) rating		C 69	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvements	
		Energy efficiency	Environmental impact
1 Increase hot water cylinder insulation to 160mm	£16	C 77	C 71
2 Low energy lighting for all fixed outlets	£8	C 78	C 72
Sub-total	£24		
Higher cost measures			
3 Fan-assisted storage heaters	£17	C 80	C 73
Total	£41		
Potential energy efficiency rating		C 80	
Potential environmental impact (CO₂) rating			C 73

Further measures to achieve even higher standards

None

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

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

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

Lower cost measures (typically up to £500 each)

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

1 Hot water cylinder insulation

Increasing the thickness of existing insulation up to 160 mm around the hot water cylinder will help to maintain the water at the required temperature; this will reduce the amount of energy used and lower fuel bills. A cylinder jacket is a layer of insulation that is fitted around the hot water cylinder. The jacket should be fitted over the top of the existing insulation and over any thermostat clamped to the cylinder. Hot water pipes from the hot water cylinder should also be insulated, using pre-formed pipe insulation of up to 50 mm thickness, or to suit the space available, for as far as they can be accessed to reduce losses in summer. All these materials can be purchased from DIY stores and installed by a competent DIY enthusiast.

2 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)

3 Fan assisted storage heaters

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

About the further measures to achieve even higher standards

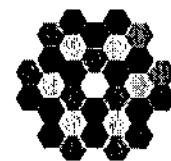
Not applicable

What can I do today?

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

- Ensure that you understand the dwelling and how its energy systems are intended to work so as to obtain the maximum benefit in terms of reducing energy use and CO₂ emissions.
- Check that your heating system thermostat is not set too high (in a home, 21°C in the living room is suggested) and use the timer to ensure that you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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



Official copy of register of title

Title number WSX84872

Edition date 05.03.2008

- This official copy shows the entries in the register of title on 12 January 2009 at 13:35:46.
- 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 12 January 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Portsmouth Office.

A: Property register

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

WEST SUSSEX : CHICHESTER

- 1 (21.09.1984) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 15 and 17 Stockbridge Road, Chichester.
- 2 The land has the benefit of and is subject to the following rights granted by the Deed dated 21 June 1984 referred to in the Charges Register:

"The Council as beneficial owner hereby grants unto the Developers FULL right and liberty for the Developers and their successors in title the owners and occupiers for the time being of the Second land or their respective servants and licencees (in common with the Council and all others having a like right) at all times hereafter by day or by night with or without vehicles of any description and with or without animals for all purposes connected with the free use and enjoyment of the Second land only or any part thereof but not for any other purpose whatsoever to pass and repass along the said piece of land edged red on the said plan from the Second land or any part thereof to the said highway known as Stockbridge Road

The Developer as beneficial owners hereby grant unto the Council FULL right and liberty for the Council and its successors in title the owners and occupiers for the time being of the First land or any part thereof and its respective servants and licencees (in common with the Developers and all others having a like right) at all times hereafter by day or night with or without vehicles of any description and will or without animals for all purposes connected with the use and enjoyment of the First lands but not for any other purposes whatsoever to pass and repass along the piece of land edged yellow on the said plan from the First land or any part thereof to the said highway known as Stockbridge Road."

NOTE: Copy plan filed.

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 (05.03.2008) PROPRIETOR: RETIREMENT CARE (BH) LIMITED (Co. Regn. No. 1784060) of Queensway House, 11 Queensway, New Milton, Hampshire BH25 5NR.
- 2 (05.03.2008) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (05.03.2008) The Transfer to the proprietor contains a covenant to observe and perform the covenants by the landlord contained in the leases referred to in the Schedule of Notices of Leases and of indemnity in respect thereof.
- 4 (05.03.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 30 November 2007 in favour of Capita Trust Company Limited referred to in the Charges Register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer or one of its directors.

C: Charges register

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

- 1 A Conveyance of the land in this title and other land dated 22 July 1873 made between (1) Henry John Andrews and (2) Richard Purchase contains the following covenants:-

The said Richard Purchase doth hereby for himself his heirs executors administrators and assigns covenant with the said Henry John Andrews his heirs and assigns That he the said Richard Purchase his heirs or assigns shall not nor will at any time hereafter erect or build or permit or suffer to be erected and built upon the Westmost part of the said piece of land hereby granted any building except one detached or two semi-detached private dwellinghouses with the usual offices and outbuildings attached thereto And that no dwellinghouse to be erected on the same part of the said land shall be of less annual value than Thirty five pounds rental and that no trade or business whatsoever except any professional business not being noxious noisy or offensive shall be carried on in any of such dwellinghouses And that no dwellinghouse or other building shall be erected on the said land hereby granted within the distance of Twenty feet from the hedge bounding the said piece of land intended to be granted and marked H in the said plan drawn on the Back of these presents."

NOTE: No dimensions for the line marked H were given on the plan supplied on First Registration.

- 2 A Deed dated 21 June 1984 made between (1) District Council of Chichester (Council) (2) Crestline Developments Limited (First Owners) and (3) Arkmark Limited (Second Owners) contains the following covenants:-

"The Developer hereby covenants with the Council as follows:

(i) To contribute a proportionate part of the cost of the maintenance of the roadway in direct proportion to the number of units constructed upon the Second land as compared directly with the number of units constructed

C: Charges register continued

upon the First Land

(ii) To keep the land shown edged yellow and green free of any obstruction whatsoever and not to permit any building wall fence hoarding paling tree or shrub or other vegetation exceeding 0.5 metres in height to remain on the said land."

NOTE: Copy plan filed.

- 3 Lease dated 30 April 1986 of the common parts and garden ground being the parts edged and numbered 1 (part of) in yellow and edged and numbered 2 in yellow on the title plan to Bryant Management Service Limited for 99 years from 1 June 1985.

NOTE 1: The lease grants and reserves rights of access and entry and rights of support and protection. The lease grants rights of passage and running of water soil gas electricity and telephone signals and reserves rights of user of the gardens and grounds parking spaces and refuse receptacles rights of way over the service roads rights of passage and running of water soil gas and electricity the right to connect to any television aerials and the right to book the guest room

NOTE 2: Lessee's Title registered under WSX100205.

- 4 The parts of the land affected thereby are subject to the leases set out in the Schedule of leases hereto and to such rights of way user of gardens grounds service roads common parts and parking spaces passage of water soil gas electricity telephone and television aerials and other services user of refuse receptacles rights to connect some appurtenances to any communal television aerials lateral and adjacent support and shelter rights of access and entry for performing lessees obligations rights to book the guest rooms and other rights as are granted by those leases.
- 5 (05.03.2008) REGISTERED CHARGE contained in a Debenture dated 30 November 2007 affecting also other titles.

NOTE: Charge reference AGL58205.

- 6 (05.03.2008) Proprietor: CAPITA TRUST COMPANY LIMITED (Co. Regn. No. 239726) of The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	28.05.1986 1 (Part of)	36 Heather Court (Second Floor Flat)	12.05.1986 99 years from 1.6.1985	WSX100840
2	06.06.1986 3 (Part of)	37 Heather Court (Second Floor Flat)	06.05.1986 99 years from 1.6.1985	WSX101114
3	06.06.1986 2 (Part of)	9 Heather Court (Ground Floor Flat)	15.05.1986 99 years from 1.6.1985	WSX101116
4	10.06.1986 1 (Part of)	22 Heather Court (First Floor Flat)	16.05.1986 99 years from 1.6.1985	WSX101227

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
5	12.06.1986 4 (Part of)	11 Heather Court (Ground Floor Flat)	27.05.1986 99 years from 1.6.1985	WSX101336
6	24.06.1986 5 and 6	Flat 42 Heather Court (Third Floor Flat)	06.06.1986 99 years from 1.6.1985	WSX101723
7	08.07.1986 5 (Part of)	Flat 28 Heather Court (Second Floor Flat)	23.05.1986 99 years from 1.6.1985	WSX102181
8	08.07.1986 7 (Part of)	46 Heather Court (Third Floor Flat)	29.05.1985 99 years from 1.6.1985	WSX102188
9	09.07.1986 3 (Part of)	23 Heather Court (First Floor Flat)	12.05.1986 99 years from 1.6.1985	WSX102233
10	09.07.1986 8 (Part of)	10 Heather Court (Ground Floor Flat)	30.05.1986 99 years from 1.6.1985	WSX102227
11	17.07.1986 8 (Part of)	40 Heather Court (Second Floor Flat)	12.06.1986 99 years from 1.6.1985	WSX102563
12	04.08.1986 1 (Part of)	5 Heather Court (Ground Floor Flat)	04.07.1986 99 years from 1.6.1986	WSX103226
13	14.08.1986 4 (Part of)	41 Heather Court (Second Floor Flat)	24.06.1986 99 years from 1.6.1985	WSX103641
14	01.09.1986 3 (Part of)	Flat 7 Heather Court (Ground Floor)	31.07.1986 99 years from 1.6.1985	WSX104271
15	08.09.1986 9 (Part of)	Flat 17 Heather Court (First Floor)	28.08.1986 99 years from 1.6.1985	WSX104523
16	09.09.1986 10 (Part of)	Flat 19 Heather Court (First Floor)	08.07.1986 99 years from 1.6.1985	WSX104598
17	09.09.1986 11 (Part of)	Flat 8 Heather Court (Ground Floor)	26.06.1986 99 years from 1.6.1985	WSX104587
18	17.09.1986 2 (Part of)	Flat 25 Heather Court (First Floor)	04.08.1986 99 years from 1.6.1985	WSX104981
19	29.09.1986 7 (Part of)	Flat 20 Heather Court (First Floor)	14.08.1986 99 years from 1.6.1985	WSX105500

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
20	03.10.1986 10 (Part of)	Flat 45 Heather Court (Third Floor)	21.08.1986 99 years from 1.6.1985	WSX105760
21	03.10.1986 10 (Part of)	Flat 34 Heather Court (Second Floor)	08.08.1986 99 years from 1.6.1985	WSX105761
22	29.10.1986 1 (Part of)	6 Heather Court (Ground Floor Flat)	03.09.1986 99 years from 1.6.1985	WSX106919
23	11.11.1986 4 (Part of)	Flat 27 Heather Court (First Floor)	10.10.1986 99 years from 1.6.1985	WSX107509
24	17.11.1986 12 (Part of)	Flat 16 Heather Court (First Floor)	14.10.1986 99 years from 1.6.1985	WSX107756
25	24.11.1986 5 (Part of)	Flat 12 Heather Court (First Floor)	12.09.1986 99 years from 1.6.1985	WSX108058
26	28.11.1986 12 (Part of)	Flat 31 Heather Court (Second Floor)	01.07.1986 99 years from 1.6.1985	WSX108291
27	04.12.1986 6 (Part of)	Flat 29 Heather Court (Second Floor)	03.10.1986 99 years from 1.6.1985	WSX108552
28	12.12.1986 13 (Part of)	Flat 33 Heather Court (Second Floor)	18.11.1986 99 years from 1.6.1985	WSX108916
29	12.12.1986 13 (Part of)	Flat 18 Heather Court (First Floor)	21.11.1986 99 years from 1.6.1985	WSX108917
30	15.12.1986 11 (Part of)	Flat 38 Heather Court	14.11.1986 99 years from 1.6.1985	WSX108999
31	15.12.1986 6 (Part of)	Flat 1 Heather Court (Ground Floor)	07.10.1986 99 years from 1.6.1985	WSX108997
32	15.12.1986 1 (Part of)	Flat 21 Heather Court (First Floor)	03.11.1986 99 years from 1.6.1985	WSX108998
33	17.12.1986 9 (Part of)	Flat 32 Heather Court (Second Floor)	21.11.1986 99 years from 1.6.1985	WSX109143
34	17.12.1986 14 (Part of)	Flat 15 Heather Court (First Floor)	21.11.1986 99 years from 1.6.1985	WSX109132

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
35	24.12.1986 2 (Part of)	Flat 39 Heather Court (Second Floor)	17.11.1986 99 years from 1.6.1985	WSX109520
36	08.01.1987 8 (Part of)	Flat 26 Heather Court (First Floor Flat)	05.12.1986 99 years from 1.6.1985	WSX109916
37	02.02.1987 6 (Part of)	Flat 14 Heather Court (First Floor Flat)	10.10.1986 99 years from 1.6.1985	WSX111111
38	03.02.1987 7 (Part of)	Flat 4 Heather Court (Ground Floor Flat)	16.01.1987 99 years form 1.6.1985	WSX111178
39	12.02.1987 14 (Part of) Flat 30 Heather Court (Second Floor Flat)	Flat 30 Heather Court (second Floor Flat)	20.01.1987 99 years from 1.6.1985	WSX111631
40	25.03.1987 5 (Part of)	2 Heather Court (Ground Floor)	06.03.1987 99 years from 1.6.1985	WSX113260
41	15.04.1987 7 (Part of)	35 Heather Court (Second Floor Flat)	02.03.1987 99 years from 1.6.1985	WSX114026
42	15.09.1987 9 (Part of)	43 Heather Court (Third Floor Flat)	13.08.1987 99 years from 1.6.1985	WSX119373
43	18.09.1987 13 (Part of)	44 Heather Court (Third Floor Flat)	31.03.1987 99 years from 1.6.1985	WSX119564
44	31.12.1987 11 (Part of)	24 Heather Court (First Floor Flat)	14.11.1986 99 years from 1.6.1985	WSX123871

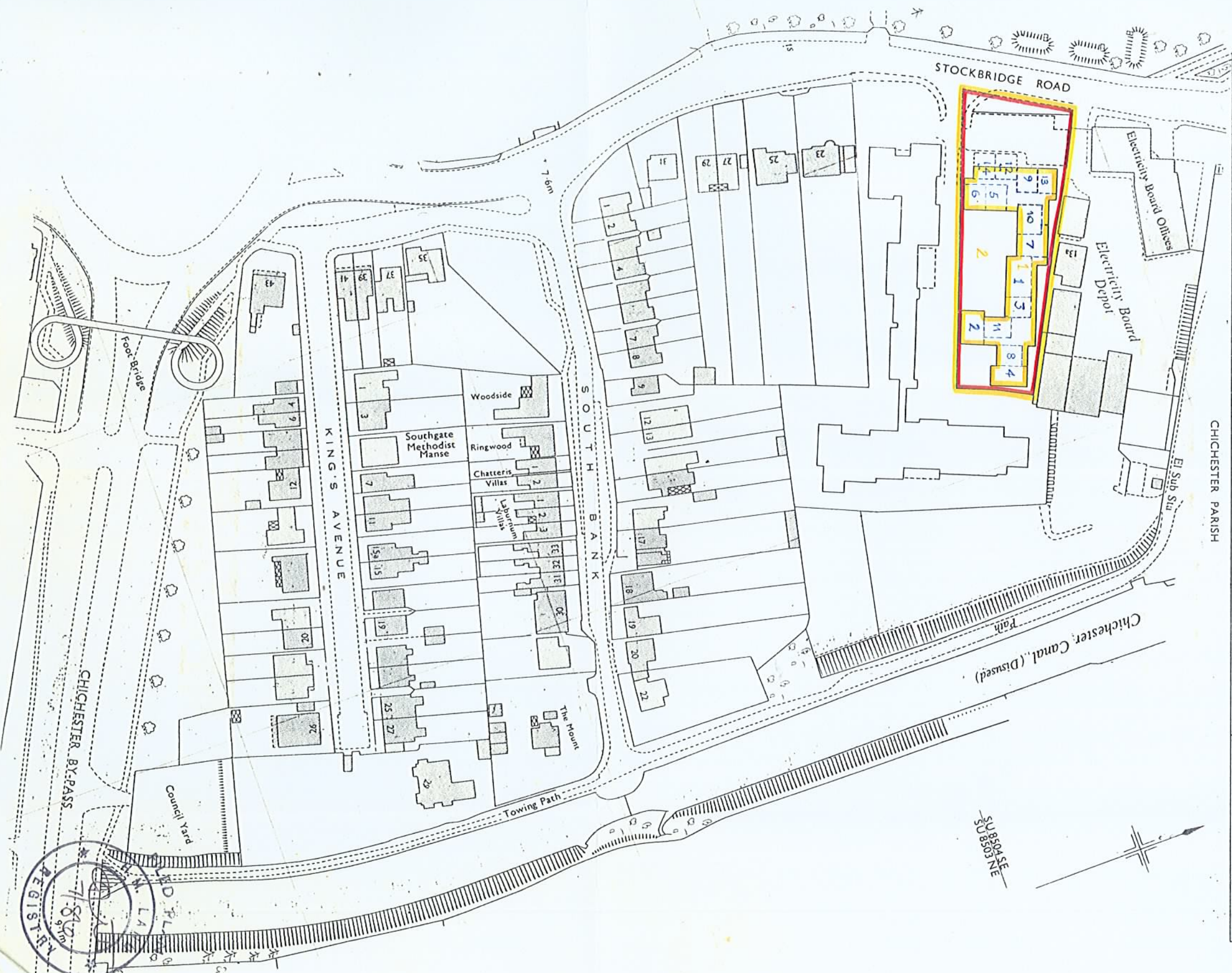
End of register

H.M. LAND REGISTRY.

TITLE NUMBER

WSX84872

ORDNANCE SURVEY PLAN REFERENCE	SU8503	SECTION K	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT CHICHESTER	© Crown copyright 1986	



This official copy issued on **12 January 2009** shows the state of this title plan on **12 January 2009** at **13:35:46**. 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, Portsmouth Office.

© Crown Copyright. Produced by Land Registry. Reproduction in whole or part is prohibited without the prior written permission of Ordnance Survey. Licence number 100026316.

The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number WSX111178 Edition date 24.02.2006

- This official copy shows the entries on the register of title on 12 Jan 2009 at 13:33:18.
- 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 12 Jan 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Portsmouth Office.

A: Property Register

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

WEST SUSSEX : CHICHESTER

- 1 (03.02.1987) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 4, Heather Court, Stockbridge Road, Chichester (PO19 8HJ).
- 2 The land has the benefit of the following right granted by a Deed dated 21 June 1984 made between (1) District Council of Chichester (Council) (2) Crestline Developments Limited and (3) Arkmark Limited (Second Owners):-

"The Council as beneficial owner hereby grants unto the Developers FULL right and liberty for the Developers and their successors in title the owners and occupiers for the time being of the Second land or their respective servants and licencees (in common with the Council and all others having a like right) at all times hereafter by day or by night with or without vehicles of any description and with or without animals for all purposes connected with the free use and enjoyment of the Second land only or any part thereof but not for any other purpose whatsoever to pass and repass along the said piece of land edged red on the said plan from the Second land or any part thereof to the said highway known as Stockbridge Road."

NOTE: The land in this title forms part of the Second land referred to and the land edged red referred to is tinted brown on the filed plan.

- 3 Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 - Date : 16 January 1987
 - Term : 99 Years From 1 June 1985
 - Rent : £75 rising to £300
 - Parties : (1) Bryant Homes Southern Limited
 - (2) Bryant Management Services Limited
 - (3) Olive Maud Douglass

A: Property Register continued

- 4 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 (19.09.2005) The lessor's title is registered.
- 6 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

- 1 (19.09.2005) PROPRIETOR: MARY ELIZABETH ILSLEY of Flat 4, Heather Court, Stockbridge Road, Chichester, West Sussex PO19 8HJ.
- 2 (19.09.2005) The price stated to have been paid on 1 September 2005 was £89,000.

C: Charges Register

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

- 1 A Conveyance of the freehold estate in the land in this title and other land dated 22 July 1873 made between (1) Henry John Andrews and (2) Richard Purchase contains the following covenants:-

"The said Richard Purchase doth hereby for himself his heirs executors administrators and assigns covenant with the said Henry John Andrews his heir and assigns That he the said Richard Purchase his heirs or assigns shall not nor will at any time hereafter erect or build or permit or suffer to be erected and built upon the Westmost part of the said piece of land hereby granted any building except one detached or two semi-detached private dwellinghouses with the usual offices and outbuildings attached thereto And that no dwellinghouse to be erected on the same part of the said land shall be of less annual value than Thirty five pounds rental and that no trade or business whatsoever except any professional business not being noxious noisy or offensive shall be carried on in any of such dwellinghouses And that no dwellinghouse or other building shall be erected on the said land hereby granted within the distance of Twenty feet from the hedge bounding the said piece of land intended to be granted and marked H in the said plan drawn on the Back of these presents."

NOTE: No dimensions for the line marked H were given on the plan supplied on First Registration.

End of register

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 12 January 2009 shows the state of this title plan on 12 January 2009 at 13:33:18. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

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

© Crown copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY		TITLE NUMBER WSX 111178	
ORDNANCE SURVEY PLAN REFERENCE	SU 8503	SECTION K	Scale 1/1250
COUNTY WEST SUSSEX	DISTRICT CHICHESTER	© Crown copyright 1986	



DATED

SIXteenth January

1987

BRYANT HOMES SOUTHERN LIMITED

-and-

BRYANT MANAGEMENT SERVICES LIMITED

-to-

OLIVE MAUD DOUGLASS

L E A S E

of Flat Number 4 Heather Court, Stockbridge Road
Chichester

Term begins 1 June 1985

For years 99

Term expires 31 May 2084

Ref: P.Walker/9/ Heather
Evershed & Tomkinson
Solicitors
Birmingham B3 3LX

H.M. LAND REGISTRY
Land Registration Acts, 1925 to 1971

COUNTY AND DISTRICT: WEST SUSSEX - CHICHESTER
LESSOR'S TITLE NUMBER: WSX 84872
PROPERTY LEASED: Flat Number Four
Ground Floor Flat
POSTAL ADDRESS (if known): Flat 4 Heather Court, Stockbridge
Road, Chichester, West Sussex.
PREMIUM: words Forty-six thousand nine hundred
and fifty pound
(£46,950 00)
YEARLY RENTS:

From the date of this Lease until 1st June 2010 the yearly
rent of £75
From 1st June 2010 until 1st June 2035 the yearly rent of
£150
From 1st June 2035 until 1st June 2060 the yearly rent of
£225
From 1st June 2060 for the remainder of the term the yearly
rent of £300

THIS LEASE is made on 16th January 1987
BETWEEN (1) BRYANT HOMES SOUTHERN LIMITED registered office Cranmore House
Cranmore Boulevard Shirley Solihull West Midlands B90 4SD ("the Freeholder")
(2) BRYANT MANAGEMENT SERVICES LIMITED registered office Cranmore House
Cranmore Boulevard Shirley Solihull West Midlands B90 4SD ("the Management
Company") and (3) OLIVE MAUD DOUGLASS of 6 Gilpin Close, Fishbourne,
West Sussex.

("the Lessee")

WHEREAS:-

(A) In this Deed unless the context otherwise requires:-

"The Freeholder" includes the person for the time being entitled to
the reversion immediately expectant upon the term granted by this
Lease

"The Lessee" includes the person for the time being entitled to the
term granted by this Lease and where the Lessee is more than one
person all covenants and agreements in this Lease on the part of the
Lessee shall be deemed to have been made jointly and severally by all
the persons constituting the Lessee

"Plan No. 1" and "Plan No. 2" mean the attached plans so numbered

"The Development" means the land buildings and works described in the
First Schedule below and known for development purposes as
"Heather Court" Stockbridge Road Chichester

"The Buildings" means the buildings now or later erected on the
Development

"The Flats" means the 44 self-contained flats comprised in the Development (but excluding the Wardens Accommodation)

"The Flat" means the property demised by this Lease as described in the Third Schedule below

"The Wardens Accommodation" means the self contained ground floor flat for occupation by a warden arranged by the Management Company for the purposes stated in paragraph 12 of the Sixth Schedule below

"The One Bedroom Flats" means flats 1, 2, 4, 5, 6, 7, 10, 12, 14, 15, 16, 17, 18, 20, 21, 22, 23, 26, 28, 29, 30, 31, 32, 33, 35, 37, 40, 43, 44, 46

"The Two Bedroom Flats" means flats 8, 9, 11, 19, 24, 25, 27, 34, 36, 38, 39, 41, 42, 45,

"The Guest Rooms" means the Guest Rooms adjoining flats 23 and 37

"The Common Parts" means the parts of the Buildings intended for use in common by owners or occupiers of any two or more of the Flats and comprising the entrances corridors staircases landings lift common room (with kitchen) WCs refuse room laundry room and any other parts of the Buildings so used in common

"Service Installations" means sewers drains channels pipes watercourses gutters mains wires cables ducts flues conduits aerials tanks and soakaways and any other apparatus for the supply of water electricity gas telephone or television or other communication signals or for the disposal of foul or surface water or for any alarm system

"The Service Roads" means the roads and ancillary footpaths constructed or in the course of construction as part of the Development and serving the Flats and including the roadway shared with the owner of Lacy House as more fully described in a deed dated 21 June 1984 details of which are included in the Charges Register and such of the foul and surface water sewers beneath them as are intended to be adopted

"The Parking Spaces" means the areas shown hatched black on Plan No. 1 and any car-parking areas added or substituted as part of the Development

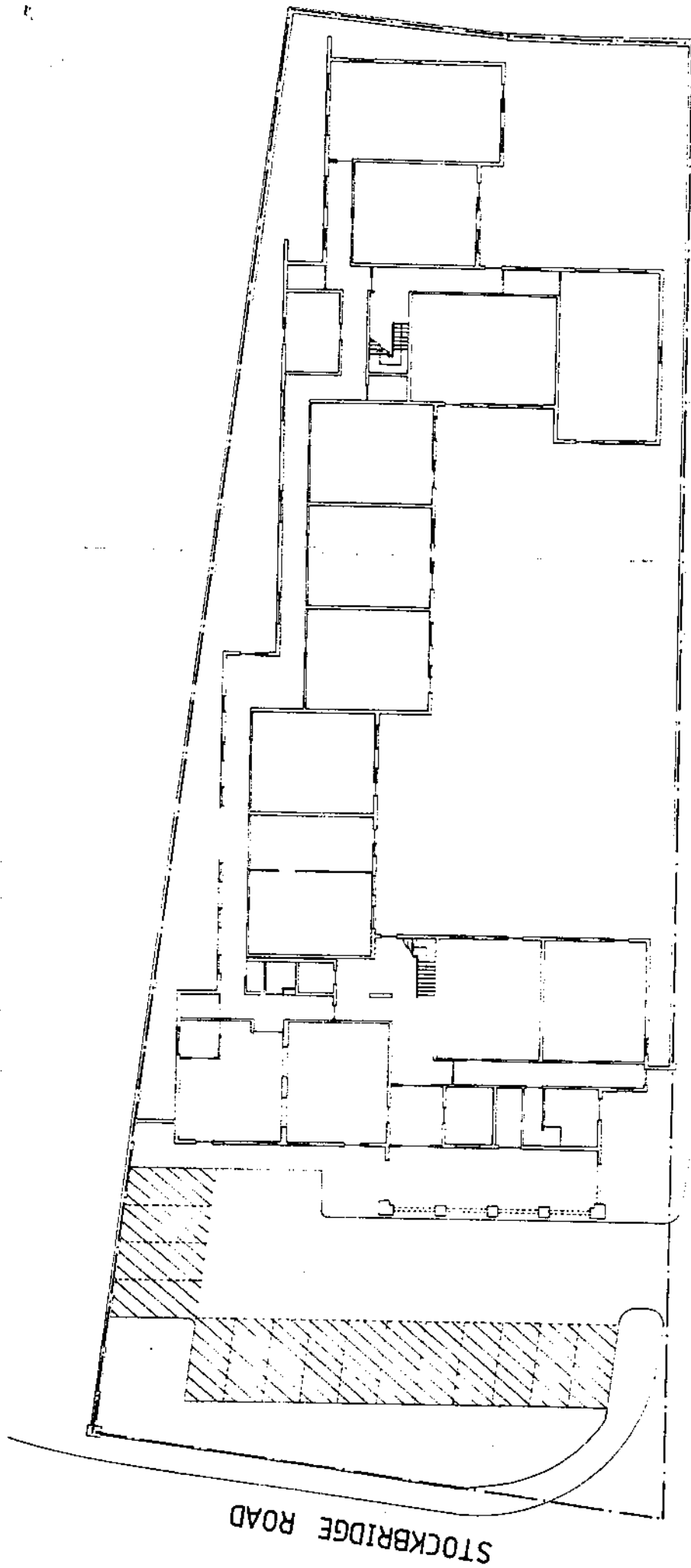
"The Gardens and Grounds" means the whole of the Development except for the Buildings the Service Roads and the Parking Spaces

"The Maintained Property" means those parts of the Development which are more particularly described in the Second Schedule below and the maintenance of which is the responsibility of the Management Company

"The Maintenance Expenses" means the moneys actually expended or reserved for periodical expenditure by or on behalf of the Management Company at all times during the term hereby granted in carrying out the obligations specified in the Sixth Schedule below

"The Lessee's Proportion" means the proportion of the Maintenance Expenses payable by the Lessee in accordance with the provisions of the Seventh Schedule below

"The Interest Rate" means four per cent above the base rate from time to time of National Westminster Bank Plc (or the nearest equivalent if



STOCKBRIDGE ROAD

Handwritten signature

Handwritten signature

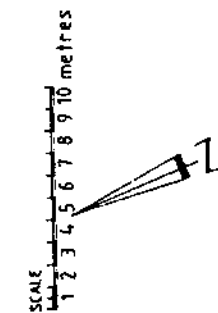
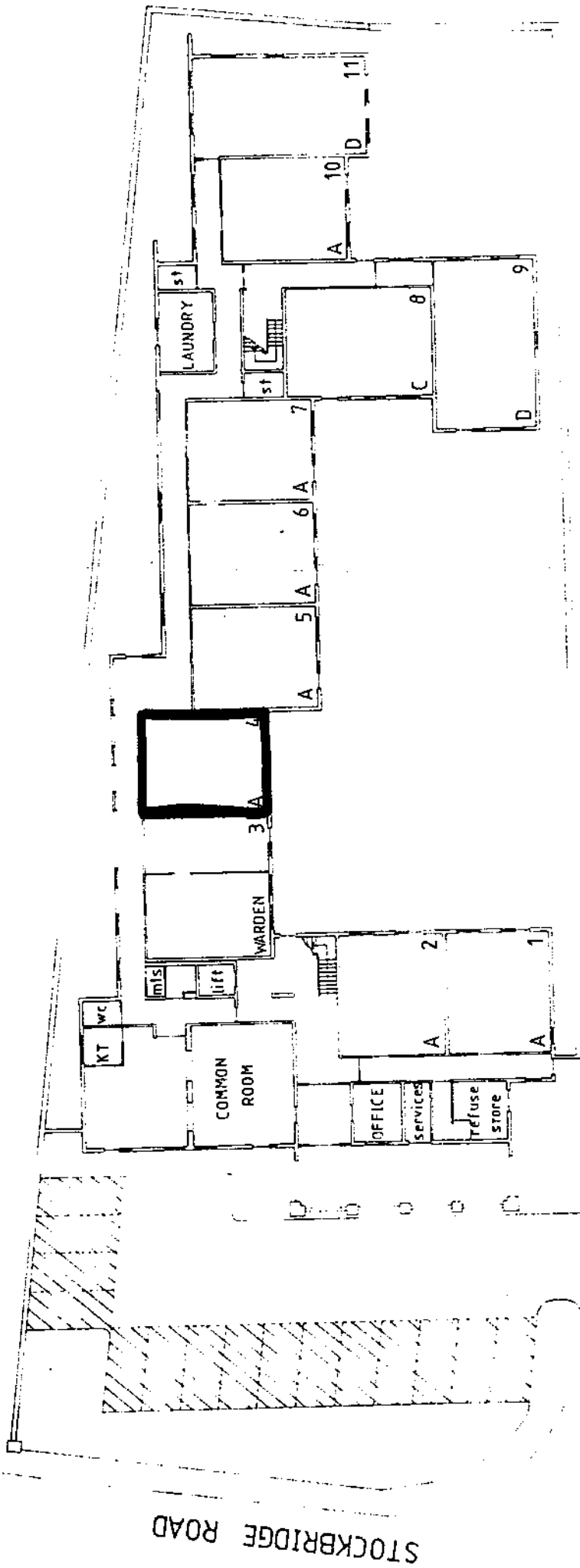
HEATHER COURT,
STOCKBRIDGE ROAD,
CHICHESTER

PLAN No 1

SCALE
1 2 3 4 5 6 7 8 9 10 metres



KEY
"The Development" shown with a chain dot line
"Parking Spaces" shown hatched black



HEATHER COURT,
STOCKBRIDGE ROAD,
CHICHESTER

PLAN No 2
GROUND FLOOR

[Handwritten signature]

[Handwritten signature]

such base rate ceases to exist at any time)

"The Occupation Age" means the age of sixty years or any lower age (whether for men or women or both) which is for the time being defined as "pensionable age" in the Social Security Act 1975 or such age as shall replace "pensionable age" in any subsequent statute

- (B) The Freeholder has granted or intends to grant a Lease of each of the Flats (except the Wardens Accommodation) containing the same obligations as in the Eighth Schedule to this Lease to the intent that the lessee for the time being of any one of the Flats may enforce covenants as set out in Part Three of the Eighth Schedule below against the lessee of any other of the Flats
- (C) The Freeholder has agreed to grant to the Management Company a Lease of the Development including the Wardens Accommodation but excluding the other Flats

NOW THIS DEED WITNESSES:-

1. IN consideration of the premium stated in the heading to this Lease now paid by the Lessee to the Freeholder (the receipt of which is hereby acknowledged) and of the rent and covenants on the part of the Lessee hereinafter reserved and contained THE Freeholder as Beneficial Owner (to the intent that the same covenants for title may be implied as if a demise at a rent were not excluded from the effect of Section 76 of the Law of Property Act 1925) HEREBY DEMISES to the Lessee THE Flat as described in the Third Schedule below TOGETHER with the rights set out in the Fourth Schedule below and the Management Company to the extent of its interest in the Development as beneficial owner hereby grants and confirms to the Lessee the rights set out in the Fourth Schedule below TO HOLD the same unto the Lessee for the term of NINETY-NINE YEARS from the 1 June 1985 SUBJECT to the rights set out in the Fifth Schedule below (which so far as not already affecting the Freeholder's estate in the Flat are hereby excepted and reserved from this demise) and to the covenants on the part of the Lessee hereinafter contained YIELDING AND PAYING therefor from the date of this Lease until 1 June 2010 the yearly rent of £75 from 1 June 2010 until 1 June 2035 the yearly rent of £150 and from 1 June 2035 until 1 June 2060 the yearly rent of £225 and for the remainder of the said term the yearly rent of £300 in each case free from all deductions and payable annually in advance on 1 June in every year the first of such payments to be made on the date of this Lease and (if necessary) to be apportioned provided that the rent shall remain below the amount (if any) which would impose any statutory restriction on the freedom of the Lessee to receive a premium on a transfer of the term of years granted by this Lease.
2. THE Lessee for the mutual protection of the Freeholder and of the Management Company and of the lessees of the Flats HEREBY COVENANTS:-
 - 2.1 With the Freeholder to observe and perform the obligations on the part of the Lessee set out in Parts One Two and Three of the Eighth Schedule below.
 - 2.2 With the Management Company to observe and perform the obligations on the part of the Lessee set out in Parts Two and Three of the Eighth Schedule below.

- 2.3 With the lessees of the other Flats to observe and perform the obligations on the part of the Lessee set out in Part Three of the Eighth Schedule below.
3. THE Freeholder relying on the covenants on the part of the Lessee herein contained HEREBY COVENANTS with the Lessee to observe and perform the obligations on the part of the Freeholder set out in the Ninth Schedule below.
4. THE Management Company relying on the covenants on the part of the Lessee herein contained HEREBY COVENANTS with the Freeholder and as a separate covenant with the Lessee to observe and perform the obligations on the part of the Management Company set out in the Tenth Schedule below.
5. IT IS AGREED AND DECLARED:-
- 5.1 That if any of the rent hereby reserved shall be unpaid for thirty days next after becoming due (whether formally demanded or not) or if any obligation of the Lessee shall not be performed or observed then it shall be lawful for the Freeholder or any person or persons authorised by it at any time thereafter to re-enter the Flat or any part of it in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Freeholder in respect of any antecedent breach or non-observance by the Lessee of the covenants or conditions herein contained.
- 5.2 That all rights and obligations of the Freeholder and the Lessee respectively under this Lease shall be incident to and devolve with the legal reversion immediately expectant on the term granted and with the leasehold interest created by this Lease.
- 5.3 Where the Lessee (party hereto) is more than one person it is declared that they are in equity:-
- joint tenants/tenants in common in equal shares and that the survivor of them can/cannot give a valid receipt for capital money arising on a disposition of the demised premises
- In this clause the expression "the Lessee" means only the persons named as the third party to this Lease.
- 5.4 Section 196 of the Law of Property Act 1925 shall apply to any notice demand or other instrument authorised to be served under this Lease and any notice served by the Freeholder may be served by any agent of the Freeholder.
- 5.5 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within Eighty years from 1 June 1985 which period shall be the perpetuity period for the purpose of this Lease.

THE FIRST SCHEDULE
THE DEVELOPMENT

The land known as 15 and 17 Stockbridge Road Chichester comprised in Title Number WSX 84872 at H.M. Land Registry with any buildings erections and Service Installations now or later on it or under it and enclosed with a chain dot line on Plan Number 1.

THE SECOND SCHEDULE
THE MAINTAINED PROPERTY

1. Except as mentioned in paragraph 2 below the Maintained Property comprises the whole of the Development so far as not comprised in the Flats including in particular but without prejudice to the generality of the foregoing:-
 - 1.1 The structural parts of the Buildings and the external parts of the Buildings including the roofs the foundations the load-bearing walls the walls which bound each of the Flats (even if not load-bearing) and the ceilings and floors above and below each of the Flats.
 - 1.2 The external surfaces of external doors and of window frames of each of the Flats for the purpose of repainting or other treatment.
 - 1.3 The whole of the Common Parts the Wardens Accommodation the Guest Rooms the machine room and the office on the ground floor including structural or non-structural parts and including any furniture furnishings and equipment of the Freeholder or the Management Company.
 - 1.4 All Service Installations which are not used solely for the purpose of one of the Flats and the whole of the alarm system.
 - 1.5 The Parking Spaces the Service Roads and the Gardens and Grounds.
2. The following are excluded from the Maintained Property (being the responsibility of individual lessees):-

The walls within each of the Flats which are not load-bearing; internal joinery; internal plaster and tiling or other internal surfaces of floors (including floor coverings) ceilings and walls of each of the Flats; windows and external doors of each of the Flats (except for painting or other treatment of the external surfaces of window frames and external doors).

THE THIRD SCHEDULE
THE FLAT

THE Flat which forms part of the Development and is marked on plan number 2 with the flat number stated in the heading to this Lease with all landlord's fixtures and fittings now or later in the Flat. The Flat is edged red on plan number 2. The Flat includes the floors ceilings walls doors and windows bounding the Flat but if they also form the boundary of any other of the Flats or of any other part of the Buildings then only the inner half of such floors ceilings and walls (divided in the case of floors and ceilings medially and horizontally through the main structure and in the case of walls medially and vertically through the main structure) is included in the property leased. The Flat also includes any Service Installations used solely for the Flat (even if outside the boundaries defined above) but excludes any Service Installations which are not used solely for the Flat. The Flat does not include any air space or structure above or below the property described in this Schedule.

THE FOURTH SCHEDULE
RIGHTS INCLUDED IN THE LEASE

The rights in this Schedule are granted for the benefit of the Flat and the Lessee and (where appropriate) the tenants and occupiers of the Flat and his and their visitors and employees in common with the others similarly entitled.

1. The right to use the Gardens and Grounds the Service Roads and the Common Parts subject to any regulations which the Management Company makes from time to time under paragraph 21 of the Eighth Schedule below.
2. A right of way (with vehicles where appropriate) over the Service Roads the Common Parts and the Gardens and Grounds.
3. The right to use the Parking Spaces for the temporary parking of any private motor cars subject to any regulations which the Management Company makes from time to time under paragraph 21 of the Eighth Schedule below.
4. The right to the free passage and running of water soil gas electricity telephone and television signals and other services from and to the Flat through and from the Service Installations now or later in on or under the Development.
5. The right to use the refuse receptacles provided by the Freeholder or the Management Company in the Building for the disposal of normal household refuse.
6. The right to connect normal appliances to any communal television aerials provided by the Freeholder or the Management Company.
7. The right of lateral and subjacent support and shelter for the Flat from the adjoining and neighbouring parts of the Development.
8. Such rights of access to and entry on the remaining parts of the Development including the Flats as are necessary for the proper performance of the Lessee's obligations or for the repair decoration maintenance or inspection of the Flat. The Lessee shall make good any damage caused to any other part of the Development by any exercise of this right of entry which shall be in accordance with paragraph 9 of the Eighth Schedule.
9. The right to book the Guest Rooms from time to time if available for use by visitors to the Lessee (not more than two at one time) provided:-
 - 9.1 Booking should be made through the Warden or in such other way as the Management Company may from time to time direct
 - 9.2 The Lessee shall pay to the Management Company (and not to the Warden unless the Management Company so directs) such reasonable charge as the Management Company may from time to time fix for use of the Guest Rooms together with the value added tax thereon. Any sums so paid by the Lessee or others shall be credited against the Maintenance Expenses before the Lessee's Proportion is calculated.
 - 9.3 The Lessee shall be responsible for the cost of making good

any loss or damage caused to the Guest Rooms or its furnishings by any visitors to the Lessee.

10. The right to the benefit of the covenants entered into or to be entered into by the lessees of the other Flats in the form set out in Part Three of the Eighth Schedule below.

THE FIFTH SCHEDULE
RIGHTS TO WHICH THE LEASE IS SUBJECT

The rights in this Schedule are reserved for the benefit of the Development (other than the Flat) and of the Freeholders and the Management Company and their lessees tenants employees and visitors as appropriate.

1. The right of lateral and subjacent support and shelter for the remaining parts of the Development by and from the Flat
2. Such rights of access and entry to the Flat as are necessary for the repair decoration maintenance or inspection of other parts of the Development. Anyone exercising such rights shall give reasonable prior notice and shall make good any damage thereby caused to the Flat.
3. The right for the Freeholder to the free passage and running of water soil gas electricity telephone and television signals and other services from the Development (other than the Flat) through and from any Service Installations within the Flat with all rights necessary for inspecting cleaning repairing maintaining and reinstating the same. The persons exercising such rights shall give reasonable prior notice before entry and shall make good any damage thereby caused to the Flat.

THE SIXTH SCHEDULE
THE MAINTENANCE EXPENSES

(Attention is drawn to sub-paragraph 1.1 of the Tenth Schedule)

1. Repairing re-building re-pointing or otherwise treating as necessary and keeping the Maintained Property and every part of it in good and substantial repair order and condition and renewing and replacing all worn or damaged parts of it.
2. Painting or otherwise treating the appropriate surfaces of the Maintained Property as often as the Management Company considers necessary.
3. Keeping the Gardens and Grounds the Service Roads and the Parking Spaces in good condition and repair and tending and renewing any lawns flower-beds shrubs and trees and maintaining repairing and (where necessary) replacing any benches seats or garden ornaments.
4. Cleaning as necessary the external faces of all windows of the Buildings and the internal faces of all windows in the Maintained Property.
5. Cleaning the Common Parts.
6. Insuring the Buildings the alarm system and any other landlord's fixtures and fittings for such sum as the Management Company reasonably believes to be the full reinstatement value against loss or damage by fire lightning explosion earthquake landslips subsidence riot civil commotion aircraft and items falling therefrom aerial devices storm flood impact by vehicles damage by malicious persons or vandals together with such other risks as are usual for a normal comprehensive policy of buildings similar to the Development provided:-
 - 6.1 This provision is subject to the Lessee's right of objection mentioned in paragraph 1.2 of the Seventh Schedule.
 - 6.2 The Management Company shall obtain the approval of the Freeholder (not to be unreasonably withheld) to the company or office with which the insurance is placed and to the sum insured and to the risks covered.
 - 6.3 The insurance shall include the cost of demolition and clearing of buildings and necessary planning applications and 10 per cent. of the sum insured for architects' and surveyors' fees.
 - 6.4 If the money receivable under any such insurance shall be insufficient to meet the cost of the necessary works of re-building repair or reinstatement then the deficiency shall be treated as a further item of expense under this Schedule recoverable from the lessees of the Flats accordingly.
 - 6.5 The insurance shall be effected in the joint names of the Freeholder and the Management Company and cover shall extend to the lessees for the time being of the Flats and their mortgagees.

- 6.6 The Freeholder and the Management Company shall not insure such contents of the Flat which would normally be insured under a domestic contents insurance policy including but without prejudice to the foregoing items such as carpets or curtains or kitchen fittings (if any) which were included in the demise to the first lessee of the Flat.
7. 7.1 Insuring as the Management Company thinks fit any equipment furniture fixtures fittings and furnishings provided in any part of the Buildings other than the Flats
- 7.2 Insuring any risks for which the Freeholder or the Management Company may be liable as an employer of persons working on the Development or as the owner of the Development or any part of it so far as reasonably practicable
8. Providing and arranging for the emptying of receptacles for normal household rubbish for the use of the lessees of the Flats.
9. Paying all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part of it except in so far as the same are the responsibility of the individual lessee of any of the Flats.
10. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a Local Authority in connection with the Development or any part of it in so far as the same is not the liability of or attributable to the fault of any individual lessee of any of the Flats.
11. Preparing copying and supplying to the lessees of the Flats copies of any regulations notices or circulars made by the Management Company or any other person governing the use of the Flat and/or the Maintained Property.
12. Employing a Warden who will reside in the Wardens Accommodation and providing a relief warden service if the Warden is not available (through illness or absence or otherwise) but the relief warden may not be able to occupy the Wardens Accommodation. The Warden shall be employed for the purposes of:-
- 12.1 Being reasonably available to the occupiers of the Flats to give assistance in cases of emergency by seeking to inform the appropriate medical or other service required. The Warden will not be medically qualified and is not intended to provide medical or nursing assistance.
- 12.2 Supervising the carrying out of the matters covered by this Schedule and providing a link between the residents and the Management Company.
- 12.3 , Such other purposes as the Management Company may reasonably specify from time to time.
13. Providing operating maintaining and (if necessary) renewing and adding to:-
- 13.1 The washing and drying machines and facilities in the laundry room provided in the Development.

- 13.2 The warden service alarm system provided in each of the Flats.
- 13.3 The furniture and other fixtures fittings and furnishings provided in the Common Parts and Guest Room.
- 13.4 The lighting apparatus of the Maintained Property
- 13.5 The fire-fighting appliances; communal television aerials; notice boards in the Buildings or in the Gardens and Grounds; and such other equipment as the Management Company may from time to time consider necessary or desirable for carrying out its duties under this Schedule.
- 14. Notwithstanding paragraph 13 above undertaking the urgent and proper maintenance of both the lift and the warden service alarm system at any time of the day or night.
- 15. Generally managing and administering the Development and protecting the amenities of the Development and for the purpose employing a firm of managing agents and (in so far as the Management Company thinks fit) enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the Flats.
- 16. Appointing a qualified accountant for the purpose of auditing the accounts in respect of the Maintenance Expenses and certifying their total amount for the period to which the account relates.
- 17. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made under them relating to the Development except in so far as such compliance is the responsibility of the lessee of any of the Flats.
- 18. Administering the Management Company itself and arranging for all necessary meetings to be held and complying with all relevant statutes and regulations and orders and (if the Management Company thinks fit) employing a suitable person or firm to deal with these matters. If the Management Company carries on any activity other than the management of the Development then the Maintenance Expenses shall contribute only a reasonable proportion of the matters covered by this paragraph.
- 19. The provision maintenance and renewal of any other equipment and the provision of any additional or alternative services for any of the matters covered by this Sixth Schedule and the improvement of the Maintained Property which in the opinion of the Management Company it is reasonable to provide or carry out and which (at the time when the equipment or services concerned are first provided or carried out) the lessees of at least two-thirds of the Flats wish the Management Company to provide or carry out.
- 20. Engaging such persons or sub-contractors as may be necessary to carry out the Management Company's obligations under this Schedule.

THE SEVENTH SCHEDULE
THE LESSEE'S PROPORTION OF THE MAINTENANCE EXPENSES

1. The Maintenance Expenses shall be borne by the lessees of the Flats in the following proportions:-

The One Bedroom Flats shall bear the fraction of $2/102$ of the Maintenance Expenses

The Two Bedroom Flats shall bear the fraction of $3/102$ of the Maintenance Expenses

The following provisions shall apply:-

- 1.1 The certificate of the qualified accountant for the time being appointed by the Management Company as to the total amount of the Maintenance Expenses for the period to which the account relates shall (subject as hereinafter mentioned) be binding on the Management Company and the Lessee.

- 1.2 If the Lessee shall at any time during the said term object to any item of the Maintenance Expenses as being unreasonable or to the insurances mentioned in the Sixth Schedule above being insufficient (whether as to the sum insured or the risks covered) then after the Lessee has paid to the Management Company the Lessee's proportion of the Maintenance Expenses in accordance with paragraph 3 of this Schedule the matter in dispute shall be determined by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors. The person so appointed shall act as an arbitrator and his decision shall bind both parties. His costs shall be borne equally by the parties unless he otherwise directs. After the decision of the appointed arbitrator (mentioned above) any overpayment by the Lessee shall be credited against future payments due from the Lessee to the Management Company under this Schedule or (if the Lessee so requires) repaid to the Lessee.

2. A summary of the Maintenance Expenses for the period ending on the 31 May 1986 and for each subsequent year ending on 31 May during the Lease shall be prepared and the Management Company shall within six months of the date of each summary serve on the Lessee a copy of it and of the accountant's certificate.

3. The Lessee shall pay to the Management Company the Lessee's Proportion of the Maintenance Expenses in manner following that is to say:-

- 3.1 In advance on the 1 June and 1 December in every year throughout the Lease one-half of the Lessee's Proportion of the amount estimated by the Management Company (or its managing agents) as the Maintenance Expenses for the period ending on the next 31 May. The first payment shall be apportioned (if necessary) from the date of this Lease.

- 3.2 The amount by which the Lessees Proportion respectively exceeds or falls short of the total sums paid by the Lessee to the Management Company pursuant to paragraph 3.1 of this Schedule during that period will be payable within 21 days after the service by the Management Company on the Lessee of

the copy of the summary and certificate referred to in paragraph 2 of this Schedule for the period in question. The said amount will be credited or debited (as the case may be) against any future payments due from the Lessee to the Management Company unless either the Lessee or the Management Company requests in writing in which case the said amount will be paid by the Lessee or the Management Company within 14 days and if in default together with interest at the Interest Rate.

4. The Management Company may in its absolute discretion amend the date on which the accounting period referred to in Clause 2 and 3 ends. In such a case the Management Company will notify each of the Lessees in writing. In this case Clauses 2 and 3 will be amended by the deletion of 31 May 1 June and 1 December wherever such dates appear and the respective insertion of the last day of the accounting period the first day of the accounting period and the date six months after the first day of the accounting period.

THE EIGHTH SCHEDULE
COVENANTS BY THE LESSEE

PART ONE
COVENANTS ENFORCEABLE BY THE FREEHOLDER

1. To pay the rent reserved by this Lease as provided in this Lease without deduction.
2. To yield up the Flat at the termination of the term with the landlord's fixtures and appliances and any replacements thereof in such good and substantial repair order and condition as shall be consistent in all respects with the due performance and observance of the covenants on the part of the Lessee and the conditions contained in this Lease.
3. To pay all costs charges and expenses (including legal costs and fees payable to a surveyor and any value added tax thereon) incurred by the Freeholder in or in contemplation of any proceedings or the service of any notice under sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses of and incidental to the inspection of the Flat the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the court.
4. At any time within six calendar months next before the termination of the term to permit intending lessees and tenants authorised by order in writing of the Freeholder or its agents to view the Flat at reasonable hours in the daytime by appointment.

PART TWO
COVENANTS ENFORCEABLE BY THE FREEHOLDER
AND THE MANAGEMENT COMPANY

5. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the said term shall be assessed or charged on or payable in respect of the Flat or any part of it or by the landlord tenant owner or occupier in respect of it.
6. To pay to the Management Company the Lessee's Proportion of the Maintenance Expenses as provided in the Seventh Schedule above and also to pay any value added tax applicable.
7. To keep the Management Company and the Freeholder indemnified in respect of water rate and charges for other services payable in respect of the Flat which the Freeholder or the Management Company shall from time to time during the term be called upon to pay such sum or sums to be repaid to the Freeholder or the Management Company on demand.
8. To repair and keep the Flat (but excluding such parts of the Flat as are included in the Maintained Property) and every part of it and all landlord's fixtures and fittings in it and all additions to it in good and substantial repair order and condition at all times during the term including the prompt renewal and replacement of all worn or damaged parts but so that the Lessee shall not be liable for:-

- 8.1 Any damage which may be caused by any of the risks covered by the insurance referred to in paragraph 6 of the Sixth Schedule above (unless such insurance shall be wholly or partially vitiated by any act or default of the Lessee or other the occupiers of the Flat or of any member of the family employee or visitor of the Lessee or such occupiers) or
- 8.2 For any work for which the Management Company may be expressly liable under the covenants on the part of the Management Company in the Tenth Schedule below.
9. If the Lessee shall (in the exercise of the rights conferred upon him by paragraph 8 of the Fourth Schedule above) require access to any other part of the Development to give at least forty-eight hours' notice in writing (except in cases of extreme urgency) to the Management Company and to the occupiers of that part of the Development to which the Lessee requires access and the Lessee shall on giving such notice be entitled to have access to such part of the Development but shall act carefully and reasonably doing as little damage as possible to any part of the Development and making good all damage done.
10. As often as may be necessary and at least once in every seventh year and in the year preceding the termination of the term to paint or otherwise treat in a proper and workmanlike manner all the internal parts of the Flat which usually are or ought to be painted or treated
11. To clean all the interior surfaces of all windows of the Flat at least once in every four weeks.
12. To permit the Freeholder or the Management Company or their respective agents with or without workmen and others at any convenient hours in the daytime to enter the Flat for the purpose of inspection and upon notice being given to the Lessee specifying any repairs or works necessary to be done for which the Lessee is liable under this Lease forthwith to comply with the same and if the Lessee shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Freeholder or the Management Company or their respective agents with or without workmen and appliances to enter upon the Flat and cause such repairs or works to be executed and the cost thereof shall be repayable by the Lessee on demand. This right of entry shall be in accordance with paragraph 3 of the Tenth Schedule.
13. To make good any damage to any part of the Development caused by any act omission or negligence of any occupant of or person using the Flat and (without prejudice to the generality of the foregoing) not to damage or interfere with the aerals and services of the Development (whether or not attached to or included in the Flat) or the fire-fighting appliances and equipment referred to in the Sixth Schedule above.
14. Not to bring into the Flats or any part thereof any article which will impose an excessive load on any part of the floor surface or any article which is likely to cause harm to the Development or the occupants thereof.
15. Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the

Development or any part of it or which may make void or voidable any such insurance and so far as the Lessee is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Development or any part thereof may for the time being be insured.

16. Forthwith to make good to the Management Company all loss or damage sustained by the Management Company as a result of any breach of the last covenant above.
17. Not to play any equipment or instrument for reproducing or making sound so as to be unreasonably audible in any other of the Flats.
18. Not to throw or shake food or other articles or rubbish through the windows of the Flat.
19. Not to hang any washing or other articles outside the windows of the Flat.
20. Not to fix anything on the outside of the Flat (whether inside or outside the Buildings) and without prejudice to the generality of the foregoing this prohibition includes window boxes and notices of any kind except for:-
 - 20.1 A name plate or number (in addition to that already provided by the Management Company) approved by the Management Company.
 - 20.2 A notice for the sale or underletting of the Flat may be displayed in a window of the Flat or in such other place as the Management Company may from time to time specify.
21.
 - 21.1 To comply with all such regulations as the Management Company shall from time to time make for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Buildings (the Management Company having the power to vary or add to such regulations from time to time as it thinks fit).
 - 21.2 To make every endeavour to ensure that all persons living in or visiting the Flat or any part of the Maintained Property shall comply with both the Lessee's covenants and the regulations referred to in sub-paragraph 21.1 above
22. To deliver to the Management Company promptly a copy of every notice or other document likely to affect the Flat received by the Lessee from any authority or person and whether such notice or other document was served upon the Lessee or upon any sub-tenant of the Lessee.
23. To comply in all respects at the Lessee's own cost with the provisions of any statute statutory instrument order rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate minister or court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Lessee is liable hereunder and forthwith to give notice in writing to the Management Company of the making or giving of such order direction or requirement as aforesaid.
24. Not to cut maim or injure nor to make any breach in any part of the structure of the Flat nor without the previous consent in writing of

the Management Company or its agents to make any alteration whatsoever to the plan design or elevation of the Flat nor to open up any floors walls or ceilings for the purpose of altering repairing or renewing any Service Installations nor to alter any of the landlord's fixtures fittings or appliances in the Flat and not to commit or allow any waste or spoil on or about the Flat.

25. On making application for any such consent as aforesaid to submit to the Management Company or its agents any plans block plans elevations or specifications reasonably required and to pay the Management Company's legal and surveyors' fees (and the value added tax thereon) in connection with such application and to carry out any work authorised in accordance with the approved details.
26. 26.1 Not to occupy the Flat or to allow the Flat to be occupied (whether in whole or in part) by anyone except in accordance with the Eleventh Schedule.
- 26.2 Not to assign transfer underlet charge or part with the possession or occupation of only a part or parts of the Flat (as opposed to the whole of the Flat).
- 26.3 To notify the Freeholder in writing of any proposed assignment transfer underletting or parting with possession or occupation of the whole of the Flat including evidence of the age of the proposed occupants
- 26.4 On every such notification to pay to the Freeholder an administration fee of 1 per cent of the gross sale price if a sale is taking place or 1 per cent of the open market value of the Flat in any other case provided always that no administration fee will be payable if a sale is not taking place and either any occupant or any lessee will be the same before and after the relevant event specified in sub-paragraph 26.3 above. For this purpose the open market value shall be the price which could reasonably be expected on a sale of the Flat on the open market as between a willing seller and a willing buyer with vacant possession and upon the terms of this Lease for the residue of the term of years then unexpired. Any dispute about the open market value shall be referred to an independent surveyor acting as an expert (and not as an arbitrator) and appointed (unless the parties otherwise agree) by the President for the time being of the Royal Institution of Chartered Surveyors. The costs of the expert shall be borne as he directs. The administration fee shall be paid on completion of the assignment transfer underletting or parting with possession and if it is not paid within seven days then the administration fee shall be payable by the assignee undertenant or new occupier as the case may be together with interest thereon at the Interest Rate
- 26.5 During the last seven years of the term of years granted by this Lease not to assign transfer underlet or part with the possession or occupation of the Flat without the prior written consent of the Freeholder (not to be unreasonably withheld).
27. To indemnify the Freeholder and the Management Company against any claims by occupiers of or visitors to the Flat insofar as the Lessee

has legal liability other than claims resulting from a breach by the Freeholder or the Management Company of its obligations under the Lease or any matter covered by the insurances maintained under the Sixth Schedule

28. On every assignment or transfer of the Flat and in every underlease or tenancy agreement (which expression shall in this sub-clause include any immediate or derivative underlease or tenancy agreement) of the Flat to insert a covenant by the assignee underlessee or tenant as the case may be directly with the Management Company to observe and perform the covenants on the part of the Lessee and conditions contained in Parts Two and Three of the Eighth Schedule to this Lease.
29. Within one month after the date of the execution or coming into effect of any and every assignment transfer mortgage charge underlease or tenancy agreement (including any immediate or derivative underlease or tenancy agreement) of the whole of the Flat for any term assignment of such underlease or grant of probate or letters of administration order of court or any other matter disposing of or affecting the Flat or devolution of or transfer of title to the same to give or procure to be given to the solicitors of the Freeholder notice in writing of such disposition or devolution or transfer of title with full particulars thereof and in the case of an underlease (and if required by the Freeholder) a copy thereof for registration and retention by it And at the same time to produce or caused to be produced to them the document effecting or (as the case may be) evidencing such disposition or other matter.
30. Not to interfere with or obstruct in the performance of the duties from time to time imposed upon him by the Management Company any employee of the Management Company and not to carry out any work of decoration repair maintenance or otherwise upon the exterior of the Buildings.

PART THREE
COVENANTS ENFORCEABLE BY THE FREEHOLDER AND THE
MANAGEMENT COMPANY AND LESSEES OF OTHER FLATS

31. To use the Flat as a whole as a private residence in accordance with the provisions of the Eleventh Schedule and (without prejudice to the generality of the foregoing) not to carry on or allow to be carried on any trade business or profession in or from the Flat.
32. Not to allow any motor vehicle wheeled vehicle or other form of transport to be parked on any part of the Development except:-
 - 32.1 Temporary parking by tradesmen's vehicles delivering to or collecting from the Flat or making service calls; and
 - 32.2 Casual parking (but not permanent parking) in the Parking Spaces of private cars or cycles used by occupiers of or visitors to the Flat.
33. Not to use or permit or suffer the Flat to be used for any illegal immoral or improper purpose and not to do permit or suffer on the Flat any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Freeholder or to the lessees or occupiers of any other Flats or to the owners or occupiers of any neighbouring property and to pay all costs charges and expenses of abating a nuisance and executing all such work as may be necessary for

abating a nuisance or for carrying out works in obedience to a notice served by a Local Authority in so far as the same is the liability of or wholly or partially attributable to the default of the Lessee

THE NINTH SCHEDULE
COVENANTS ON THE PART OF THE FREEHOLDER

1. To ensure that the leases granted by the Freeholder of all other parts of the Buildings comprised in the Development contain covenants on the part of the various lessees to observe the like obligations as are contained in the Eighth Schedule above
2. Not to grant a lease of any of the Flats to any person under the Occupation Age unless the Freeholder is reasonably satisfied that occupation will be only by some other person or persons in accordance with the provisions of the Eleventh Schedule.
3. That the Lessee paying the rent hereby reserved and performing and observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat and the rights hereby granted during the said term without any lawful interruption from or by the Freeholder or any person lawfully claiming under or in trust for it.
4. If so required by the Lessee for the reasonable protection of the Flat to enforce or assist the Lessee in enforcing covenants by a lessee of any other of the Flats provided that the Lessee shall if required indemnify the Freeholder against all costs and expenses in respect of such enforcement and provide such security for costs and expenses as the Freeholder may reasonably require.
5. To observe and perform the covenants on the part of the Management Company contained in the Tenth Schedule PROVIDED:-
 - 5.1 the Management Company is permitted to carry out the Freeholders obligations and
 - 5.2 this covenant shall be enforceable against the person who is for the time being entitled to the freehold estate in the Development but shall not be enforceable against any predecessor in title.

THE TENTH SCHEDULE
COVENANTS ON THE PART OF THE MANAGEMENT COMPANY

1. To carry out the works and do the acts and things set out in the Sixth Schedule above Provided:-
 - 1.1 The Management Company shall not be entitled to exercise any discretion or power under this Lease in a way which is unreasonable in the particular circumstances
 - 1.2 The Management Company shall in no way be held responsible for any damage caused by any want of repair to the Development or defects in it for which the Management Company is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Management Company and the Management Company has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice.
 - 1.3 Nothing in this covenant contained shall prejudice the Management Company's right to recover from the Lessee or any other person the amount or value of any loss or damage suffered by or caused to the Management Company or the Maintained Property by the negligence or other wrongful act or default of such person.
 - 1.4 The Management Company shall not be responsible for any loss or inconvenience occasioned by the breakdown of or any stoppage for repairs or any other reason beyond the Management Company's control of any water gas or electricity supplies or other services.
 - 1.5 The Management Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Development if it shall have used its best endeavours to obtain them.
2. Forthwith unless prevented by government or other regulations strikes lockouts and other causes beyond the Management Company's control to rebuild repair or reinstate in a good and substantial manner such parts of the Development as shall from time to time be destroyed or damaged applying for the purpose the money to be received by virtue of the insurance of the Development.
3. If the Management Company shall (in exercise of the rights hereinbefore reserved) require access to the Flat to give at least forty-eight hours' notice in writing (except in cases of extreme urgency) to the Lessee the Management Company on giving such notice being entitled to carry out the said repairs or works and in so doing to have any required access to the Flat but so that the Management Company shall act carefully and reasonably doing as little damage to the Flat as may be and making good all damage done.

THE ELEVENTH SCHEDULE
PERMITTED OCCUPATION OF A FLAT

Occupation of any of the Flats must be in accordance with the following provisions:-

1. Each occupier of the Flats must be at least the Occupation Age unless paragraph 2 below applies.
2. A person not more than ten years below the Occupation Age may occupy one of the Flats if either:-
 - 2.1 The same flat is jointly occupied with a person over the Occupation Age and the prior written consent of the Freeholder has been obtained under paragraph 3 below; or
 - 2.2 The same flat was jointly occupied with a person over the Occupation Age at the time the person over the Occupation Age ceased to live there.
3. Whenever paragraph 2.1 applies the Freeholder shall decide (in its absolute discretion) whether a person under the Occupation Age shall be allowed to occupy either alone or jointly and will notify the applicant in writing of its decision.

Original:

THE COMMON SEAL of BRYANT HOMES
SOUTHERN LIMITED was hereunto affixed
in the presence of:-

Director



Secretary

THE COMMON SEAL of BRYANT
MANAGEMENT SERVICES LIMITED was hereunto
affixed in the presence of:-

Director



Secretary

Counterpart:-

SIGNED SEALED and DELIVERED by the
above named Lessee in the presence of:-

Witness

.....

Address

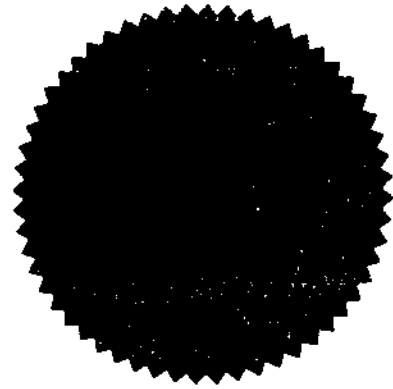
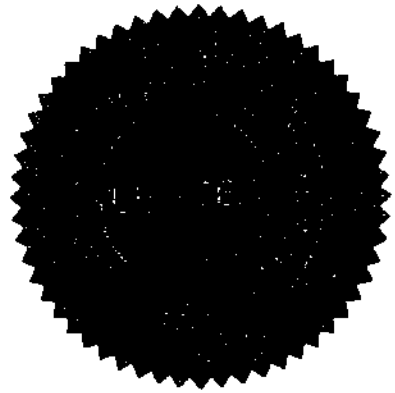
.....

.....

.....

Occupation

.....



Sale statement



Insert address of property to be sold below and include postcode.

Flat 4 Heather Court
Stockbridge Road
Chichester
West Sussex
PO19 8HJ

About this form:

- Under the Home Information Pack (No.2) Regulations 2007, you must provide the following information in your Home Information Pack and may use this form to do so.
- Someone else can complete this form on behalf of a seller.
- If the property has not yet been completed or converted, please answer the questions as if the property has been completed or converted.
- Please answer all questions by checking the relevant box and adding any further information asked for. Where alternatives are offered, please indicate which one (or more) applies.

Seller's check of this form

- Someone else can complete this form on behalf of a seller, but since a buyer and mortgage lender might rely on the information in this form, it is important that the seller checks the answers to ensure that they are truthful and accurate.

	Statement
1. Is the property a flat or a house?	<input checked="" type="checkbox"/> Flat (incl. maisonette) or <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 <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	MARY ELIZABETH ILSLEY

	Statement
6. The capacity of the seller	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
7. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:

Local Authority:

**CHICHESTER DISTRICT COUNCIL
Environment and Economic Services - Property Services
Local Land Charges Section East Pallant Ho
East Pallant
Chichester
PO19 1TY**

Our Reference: CH1/128457

Your Reference: 11129

Address of property searched: Flat 4
Heather Court
Stockbridge Road
Chichester
West Sussex
PO19 8HJ

This report has been prepared on behalf of: CHIPS
Old Market House, Market Avenue
Chichester
PO19 1JR

The search has revealed 1 Local Land Charge registration(s)

Dated: 14 January, 2009

As instructed this report has been prepared on behalf of the above named against the property described, following a personal search at the above named Local Authority.



Nationwide Personal Searches Limited
Kingfisher Court, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QQ
DX 133964 Uckfield 2 T 0845 873 6668 F 0845 873 6669
E info@npsearches.com W www.npsearches.com

**ENQUIRIES OF THE LOCAL AUTHORITY
(2007 Edition)**



Local Authority:

Environment and Economic Services - Property
Services Local Land Charges Section East Pallant
Ho
East Pallant

Chichester
PO19 1TY

This report has been prepared following a search of the property-related information held by the above local authority including, for example, local land charges, planning and roads data. Copies of records identified in this report can be obtained direct from the local authority.

Search Reference No:

11129

Date of Search:

14/01/2009

[Name and address of other search firm involved in preparation of this report - if applicable]

Not applicable

Address of land/property:

Flat 4
Heather Court

Stockbridge Road

Chichester
West Sussex
PO19 8HJ

Other roadways, footways and footpaths in respect of which a reply in Enquiry 2 is required.

Not applicable

Please note that we are not allowed access to certain records held by this Local Authority. This report is therefore provided with a unique property specific insurance. The policy details & "key facts" are attached to this report.

Where answers to some questions are obtained orally by local authority officers NPS Limited can not be held liable for accuracy given.

NPS Limited has a contractual relationship/personal relationship with:

Name of Vendor:

Name of Agents:

Name of HIP Provider:

CHIPS

Name of Solicitors/Conveyencer:

Kingfisher Court, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QQ

DX 133964 Uckfield 2 T 0845 873 6668 F 0845 873 6669

E info@npsearches.com W www.npsearches.com

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 regulations approval;
- (g) a building regulations completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

Please see under Planning Entries

Any Consents will be shown under Land Charges/Planning entries

Any Consents will be shown under Land Charges/Planning entries

Any Consents will be shown under Land Charges/Planning entries

Any Consents will be shown under Land Charges/Planning entries

Not replied to, however, none revealed by the Planning Department at this Council

By written application to the Planning Department at CHICHESTER DISTRICT COUNCIL.

By written application to the Planning Department at CHICHESTER DISTRICT COUNCIL.

1.2. Planning Designations and Proposals

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

- (a) Designated Land Use

Within the Local Plan Boundary of Chichester District Council.

BE1: Situated within the Settlement Policy Area

Policies that affect the Canal:

RE4: Area of Outstanding Natural Beauty

TR8: Safe Cycle Route

None revealed

Chichester District Local Plan - First Review - Adopted April 1999

- (b) Specific Proposals for the Property
- (c) Adopted or Proposed Development Plan

2. ROADS

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

- (a) highways maintainable at public expense;
- (b) subject to adoption and, supported by a bond or bond waiver;
- (c) to be made up by a local authority who will reclaim the cost from the frontage; or
- (d) to be adopted by a local authority without reclaiming the cost from the frontage;

Stockbridge Road is adopted

No

No

No

3. OTHER MATTERS

3.1 Land Required for Public Purposes

Is the property included in land required for public purposes?

None

3.2 Land to be Acquired for Road Works

Is the property included in land to be acquired for road works?

None

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
- (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

No

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;

None revealed

(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

None revealed

(c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving; (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes

None revealed

(d) the outer limits of (i) construction of a new road to be built over by a local authority; (ii) and approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes

None revealed

(e) the centre line of a proposed route of a new road under proposals published for public circulation; or

None revealed

(f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

None revealed

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 revealed

3.6 TRAFFIC SCHEMES

Has the local authority approved but not yet implemented any of the following for roads, footways and footpaths (named in Box B) which abut the boundaries of the property -

(a) permanent stopping up or diversion;

None revealed

(b) waiting or loading restrictions;

None revealed

(c) one way driving;

None revealed

(d) prohibition of driving;

None revealed

(e) pedestrianisation;

None revealed

(f) vehicle width or weight restriction;

None revealed

(g) traffic calming works including road humps

None revealed

(h) residents parking controls;

None revealed

(i) minor road widening or improvement

None revealed

(j) pedestrian crossings;

None revealed

(k) cycle tracks ; or

None revealed

(l) bridge building?

None revealed

Note 1: This Council do not reply to Questions 3.4, 3.5 & 3.6 on a Personal Search. These questions have been answered by inspecting the Councils Local Development Plan, Transport & Policies Program and any other Public Available Registers only.

Note 2: Where the replies given by the council to Question 3.6 are none, in some circumstances Road Closure orders can be obtained by third parties from Magistrates Court or can be made by the Secretary of State for Transport, without involving the Council.

3.7 OUTSTANDING NOTICES

Do any of statutory notices 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	None revealed
(b) environment;	None revealed
(c) health and safety	None revealed
(d) housing;	None revealed
(e) highways; or	None revealed
(f) public health	None revealed

3.8 CONTRAVENTION OF BUILDING REGULATIONS

Has the local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations? None revealed

Note 3: This Council do not reply to Questions 3.7 & 3.8 on a Personal Search. These questions have been answered by inspection of the Local Land Charge Register and any other Public Available Registers only.

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;	None
(b) a stop notice	None
(c) a listed building enforcement notice;	None
(d) a breach of condition notice;	None
(e) a planning contravention notice;	None
(f) another notice relating to breach of planning control;	None
(g) a listed building repairs notice;	None
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation:	None
(i) a building preservation notice;	None
(j) a direction restricting permitted development;	None
(k) an order revoking or modifying planning permission;	None
(l) an order requiring discontinuance of use or alteration or removal of building or works;	None
(m) a tree preservation order; or	None
(n) proceedings to enforce a planning agreement or planning contribution?	None

3.10 CONSERVATION AREA

Do the following apply in relation to the property:-

(a) the making of the area a Conservation Area before 31 August 1974; or	Any Conservation Area will be shown under Land Charges, Planning Entries or shown on the Development Plan
(b) an unimplemented resolution to designate the area a Conservation Area?	

3.11 COMPULSORY PURCHASE

Has any enforceable order or decision been made to compulsory purchase or acquire the property? None

Note 4: Replies to Questions 3.7 – 3.11 only apply to notices already served and are revealed in the Land Charge Register or by the Planning Department of this Council. NPS Ltd cannot provide information for any notices where a decision is pending or where commencement or any serving of proceedings by this Local Authority is imminent or planned unless the relevant Department have been specifically notified and recorded the imminent commencement or serving on their records.

3.12 CONTAMINATED LAND

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

- (a) a contaminated land notice;
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:-
 - (i) a decision to make an entry; or
 - (ii) an entry; or
- (c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation Notice?

All Local authorities are now responsible for the preparation of reports on contamination in their respective areas. Registers of remediation notices and contaminated land identified under S78R must also be kept. These registers will not be a list of contaminated sites, rather sites where Remediation Notices have been served.

None revealed
None revealed

None revealed

Note 5: It should also be noted that it is unlikely most Councils will compile these registers before a period of around 12 months have elapsed, consequently as no information is available from the Environmental Health Department, replies are obtained from the Land Charge Register and any other Public Available Registers only.

3.13 RADON GAS

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?

1 – 3% of homes are above Radon Action Level. This does not necessarily indicate the presence of Radon Gas in any particular property.

LOCAL LAND CHARGE REGISTERED ENTRIES

Description of Charge and Reference		Date of Registration
4/2328 Cancelled; Notice dated 9th May 1985 served by West Sussex County Council under Section 219 of the Highways Act 1980 exempting buildings from the advance payments code contained by Part 11 of the Highways Act 1980.		15/05/1985
Originating Authority	CHICHESTER DISTRICT COUNCIL	
Place where relevant Documents may be inspected	Environment and Economic Services - Property Services Local Land Charges Section East Pallant Ho East Pallant Chichester PO19 1TY	

PLANNING DEPARTMENT ENTRIES		
Reference & Description	Decision	Date
History Revealed From: 1974		
CC/278/84 15/17 Stockbridge Road. 46 dwellings for the elderly in 34 no.1 person flats, 10 no.2 person flats, 2 no.5 person Warden Maisonettes.	P	19 Jun 1984
CC/644/84 30 no.2 person 1 bedroom flats, 1no. 5 person 3 bedroom wardens flat, 14 no.2 person 2 bedroom flats and 2 no. guest rooms. 15/17 Stockbridge Road, Chichester. Amending letter dated 17.1.1985 substitute plans received 16.1.1985 and 18.1.85	P	29 Jan 1985

Copies of any Planning Applications and or Decision Notices are available on request by writing to:
Planning Department, Environment and Economic Services - Property Services Local Land Charges
Section East Pallant Ho, East Pallant, Chichester, PO19 1TY
Note a fee will be payable.

Legend

AC - Approved with Conditions
PD - Permitted Development
R - Refused
LBC - Listed Building Consent
BR - Building Regulation

A - Approved
P - Permitted
W - Withdrawn
CAC - Conservation Area Consent

Footpaths: Footpath 184 runs along the canal

Other Information

This property does not fall within an advertisement control zone

PERSONAL LOCAL SEARCH INDEMNITY BLOCK POLICY

keyfacts

To the Policyholder/Intermediary

This document must be revealed to the ultimate insured (including any lender which may be insured by the policy) before conclusion of the insurance contract.

If you are a solicitor, you should disclose this document to your client and/or their lender and/or the purchaser's solicitors for the benefit of their client and/or their lender prior to the conclusion of the insurance contract. We assume that you are authorised by the Financial Services Authority (FSA) or otherwise licensed (where applicable) to provide insurance mediation activities.

If you are a broker, you should disclose this document in accordance with the FSA rules.

To the Insured

This document provides a summary of the cover provided under the policy purchased. It does not contain the full terms and conditions of the policy and you should therefore read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover provided.

The Underwriter of this policy is:-

Stewart Title Limited ('STL') of Stewart House, Pynes Hill, Exeter, EX2 5AZ ('STL's address'). The Policyholder is Property Search Network Ltd ('PSN') of 70 Fore Street, Heavitree, Exeter, EX1 2RR.

Summary of insurance and cover provided by this policy.

Residential Property

If you are a Buyer or a Potential Buyer (as defined by the policy) who has requested or in a Home Information Pack has been provided with a personal local search provided by Nationwide Personal Searches Ltd ('NPS') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances NPS will not have been able to obtain the answer to certain questions in Parts 1 and 2 CON 29 of the Search from the Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by NPS. The cover applies to those searches and properties notified to us by NPS. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from NPS or because you have been provided with a Home Information Pack which has NPS's search in it. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of an answer or an incorrect answer from the Local Authority or NPS and thus a potential adverse entry for the property, as per the terms and conditions of the policy. If you are a Potential Buyer cover is for any sums you have expended in contemplation of buying the Property.

If you are selling the Property and have requisitioned the Search from NPS you will have cover starting on the Completion Date where the Local Authority or NPS has made an error in its reply by revealing a matter which should not have been revealed and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation you suffered loss.

Commercial Property

If you are a Buyer (as defined by the policy) who has requested a personal local search provided by Nationwide Personal Searches Ltd ('NPS') ('the Search') or if you are a lender to the Buyer or in a remortgage scenario this is an indemnity policy relating to the Search. In some circumstances NPS will not have been able to obtain the answer to certain questions in Part 1 CON 29 of the Search from the

Local Authority and so has sought to arrange insurance for you against any possible adverse entry had the question been answered in the usual way. If an answer to the particular question has been given then the cover under the policy will not apply unless the answer given is incorrect due to the negligence of or an error by the Local Authority in question or by NPS. The cover applies to those searches and properties notified to us by NPS. We assume that the need to purchase this policy has resulted from advice provided to you by the professional legal conveyancing adviser who has applied for the Search from NPS. The policy has therefore been sought to protect you against losses that you may incur, as defined in the policy, as a result of any deficiency in the Search result attributable to the lack of a Part 1 CON 29 answer or any incorrect answer from the Local Authority or NPS and thus a potential adverse entry for the property, as per the terms and conditions of the policy.

Significant features or benefits under this policy.

This policy is on an indemnity basis. The purpose of this type of policy is to protect you so that you are reimbursed with the financial loss you may incur which results in a claim under the policy and to ensure that you are placed back in the same position you enjoyed or should have enjoyed prior to the claim (subject to the terms and conditions of the policy). There is a Maximum Liability which we will pay and this is set out in the definition of that term.

Significant Conditions or Exclusions under this policy.

Significant conditions:-

- You must notify us immediately of any Adverse Entry which comes to your attention and co-operate fully with all reasonable requests by us for information and documentation and shall, at our expense, take any action required by STL to mitigate any loss or potential loss arising as a result of the Adverse Entry.
- The Policy covers only those Personal Searches which have been declared to us by NB together with the premium due.
- If you knowingly make a claim which is false or fraudulent in any respect the cover provided under this Policy shall become void with immediate effect.
- This Policy does not cover any loss which at the time of the loss is insured by any other policy of insurance other than any excess beyond the amount payable under such other policy.
- any act or omission by you, which in whole or part induces a claim under this policy, will prejudice your position and could void the policy

- you or your professional legal advisors should not take any steps to compromise or settle a claim without STL's prior written consent

Exclusions:-You are not insured:-

- for any Adverse Entry known to you at the date of cover or where you know the answer given is incorrect or
- in respect of any answer which is actually obtained in the Personal Search relating to questions in the Local Search covered by the policy unless the answer given is incorrect because the Local Authority or NPS has made an error or is negligent and it is later found that the correct answer would have been adverse
- where, had the question been answered at the date of the search, there would have been no adverse entry.
- Where you have suffered no loss.
- If you are the Borrower in a remortgage scenario as the cover is for the lender only.
- In respect of commercial property any lack of answer to a Part 2 CON 29 question.

A full list of Conditions and Exclusions is contained in the policy.

What is the Policy term?

There is no fixed term – usually the policy will expire upon your ceasing to be the owner of the property or if you are lending under the terms of a mortgage over the Property the date on which your loan is repaid or the Property ceases to be subject to your mortgage.

Updating the cover.

STL can consider requests to increase or extend cover. STL will not however provide advice thereon or recommend how you should proceed. You will need to make your own choice about how to proceed and we recommend that this is done with guidance from your

professional legal conveyancing advisor and the Policyholder .

Rights of cancellation.

You have a right to cancel your policy within 14 days of the commencement of the contract or receipt of the policy whichever is later. Where performance of the contract has commenced at your request before expiry of the cancellation period we may require you to pay for the cover actually provided in connection with the policy. The amount will be in proportion to the extent of the cover already provided to you in comparison with the full coverage of the contract.

Claims under this policy

If you wish to notify a claim under this policy, please contact us in writing immediately you become aware of the claim with as much detail as is available for the attention of the Company Solicitor at STL's address.

What if you have a complaint?

If you wish to register a complaint, please contact us by writing to 'The Company Solicitor' at STL's address or, if you are not satisfied with the response, to the Financial Ombudsman Service whose current address is in the Policy.

The Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the claim. Further information about compensation scheme arrangements is available from the FSCS currently contactable at 7th Floor Lloyds Chambers, Portsoken Street, London E1 8BN.

Terms and Conditions

Definitions

In these terms and conditions, the following words shall have the following meanings:

“We”, “us” and “our” references to Nationwide Personal Searches of Suite 4, Kingfisher Court, Bellbrook Business Park, Uckfield, TN22 1QQ.

“Report” means personal Local Authority Search prepared by us in respect of the Property.

“Property” means the address or location supplied by the Customer or Client in the Order for the Report.

“Order” means any request completed by the Customer or Client requesting the Report.

“Customer” means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.

“Client” means the seller, buyer, potential buyer and a lender in respect of the property who is the intended recipient of the Report and has an actual or potential interest in the property.

Agreement

We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

The Search Report

We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:

3.1 The information in the Report reflects that available to us on the date the Report was produced.

3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any changes in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.

3.3 The Report is produced for use in relation to individual domestic property transactions only and is for the Property supplied in the Order.

3.4 The Report is intended for the personal use of the client.

3.5 Copies of the Report may be made for inclusion in a Home Information pack, to comply with the provisions in the Home Information Pack (No.2) Regulations 2007.

Liability and Insurance

We shall not be liable for any acts or omissions of any party for whom we are not responsible.

4.1 We accept liability for death or personal injury arising from our negligence.

4.2 We have insurance in place to meet the requirements of paragraphs 4 and 7 (local searches) of

schedule 6 of the Home Information Pack(No.2) Regulations 2007 to protect the Client against negligence by us and with regard to information to be included in the Report. Our insurers in respect of the Report are:

Insurer(s): AIG Europe (UK) Limited, The AIG Building, 58 Fenchurch Street, London, EC3M 4AB and Northcott Beaton Insurance Brokers, 70 Fore Street, Heavitree, Exeter, EX1 2RR

4.3 The Relevant Local Authority will be liable for any negligent or incorrect entry in the records searched.

NPS Limited will be liable for any negligent or incorrect interpretation of the records searched.

NPS Limited will be liable for any negligent or incorrect recording of that interpretation in the search report.

Price and Payment

The price payable for the Report is inclusive of VAT, unless otherwise stated.

5.1 Unless the Customer and/or Client has an account with us for payment of the Reports, we must receive payments for Reports in full before the Report is produced.

Confidentiality

All instructions and information received by us shall be dealt with by us in the strictest confidence.

Copyright

The copyright and intellectual property rights in the Report shall remain our property.

7.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.

7.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.

Complaints

NPS Limited subscribe to the Search Code and are registered with the Property Codes Compliance Board. We have a formal written complaints procedure for handling complaints speedily and fairly. Complaints under the Code may also be referred to the Independent Property Codes Adjudication Scheme.
www.propertycodes.org.uk

General

If any of term is held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.

9.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts.

Consumer Information Important Protection

This search has been produced by Nationwide Personal Searches Limited of Suite 4, Kingfisher Court, Bellbrook Business Park, Uckfield, East Sussex, TN22 1QQ. T. 0845 873 6668 F. 0845 873 6669, which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

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

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

The Code's main commitments

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

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

Keeping to the Search Code

How search organisations maintain compliance with the Search Code is monitored independently by the Property Codes Compliance Board (PCCB). If you have a query or complaint about your search, you should raise it directly with us, and if appropriate, ask for your complaint to be considered under our formal internal complaints procedure. If you remain dissatisfied with our final resolution after your complaint has been formally considered or if we have exceeded the response timescales, you may refer your complaint to the Independent Property Codes Adjudication Scheme (IPCAS). IPCAS can award compensation of up to £5,000 to you if it finds that you have suffered loss as a result of us failing to keep to the Code.

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

NPS Limited appointed Code Compliance Officer: Mr Bailey

Contact Details

The Property Codes Compliance Board:
Telephone: 020 7917 1817
Email: info@propertycodes.org.uk

Independent Property Codes Adjudication Scheme
Telephone: 020 7520 3800
Email: info@idrs.ltd.uk

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

Please ask us if you would like a copy of the full Search Code

Your Search Results :

Flat 4

Heather Court

Stockbridge Road

Chichester

West Sussex

PO19 8HJ



LandSearches



NPS Limited
DX133964 Uckfield 2

Your Ref
CG/CH1/128457
Our Ref
LS/U579099/K.K.
Date
13 Jan 2009
Contact
Tel 0845 270 0212

Dear Sir/Madam

Your Search Results: Flat 4, Heather Court, Stockbridge Road

Please find enclosed the results of your property search request. If you have any questions arising from the results please call our helpline on 0845 270 0212, which is open from 08.00 to 17.00hrs.

Yours faithfully

Alison Stickland
Southern Water Land Searches

**Flat 4
Heather Court
Stockbridge Road
Chichester
West Sussex
PO19 8HJ**

Southern Water Southern House Capstone Road Chatham ME5 7QA www.southernwater.co.uk

Southern Water Services Ltd Registered Office: Southern House Yeoman Road Worthing BN13 3NX Registered in England No. 2366670

Land Search: Flat 4, Heather Court , Stockbridge Road, Chichester , West Sussex , PO19 8
Ref: LS/U579099/K.K.
Date: 13 Jan 2009
Contact: Alison Stickland
Direct Line: 0845 270 0212

INTERPRETATION of Drainage and Water Search

- 1 This report complies with the terms and expressions identified in Part 2 of Schedule 8 of Statutory Instrument 2007 No. 1667.

ENQUIRIES AND RESPONSES

- 2 Q: This Drainage and Water search complies with the requirements of Statutory Instrument 2007 No. 1667 Schedules 6 and 8 regulations (8(1)) as it contains the enquiries and the appropriate responses set out in Part 2 of this Schedule 8.
- A: The Water companies records were searched by PW of PORTSMOUTH WATER who has no, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

This search report was prepared by Alison Stickland of Southern Water Services, Southern House, Capstone Road, Chatham, Kent ME5 7QA who has no nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

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 either held by Southern Water Services Limited or the water company as appropriate.

Southern Water Services Limited 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;
- iii. Any negligent or incorrect recording of that interpretation in the Search report; and
- iv. Any compensation payments in accordance with Schedule 6 Part 2, 7(b) and (c) of Statutory Instrument 2007 No. 1667.

The Complaints procedure in respect of this search report is attached.

Please refer to the attached Terms and Conditions.

PUBLIC SEWER MAP

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

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

1. Public sewers are defined as those for which the company holds statutory responsibility under the Water Industry Act 1991.

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

3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.

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

FOUL WATER

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

A: Records indicate that foul water from the property does drain to the public sewerage system.

1. Water Companies are not normally responsible for any private drains and sewers which 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.

2. 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.

3. If foul water does not drain to the public sewerage system the property may have private facilities in the form of a cesspit, septic tank or other type of treatment plant.

SURFACE WATER

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

A: Records indicate that surface water from the property does drain to the public sewer system.

1. Water Companies are not normally responsible for private drains and sewers that connect the property to the public sewerage system and do not hold details of these.

2. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

3. In some cases water company records do not distinguish between foul and surface water connections to the public sewerage system.

4. 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 company.

5. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or sewers connecting the property to the public sewerage system.

PUBLIC ADOPTION OF SEWERS AND LATERAL DRAINS

6 Q: 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? If so, what stage of the adoption process has been reached, and is the agreement supported by a bond?

A: The property is not subject to an adoption agreement.

1. 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.

2. 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.

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

PUBLIC SEWERS WITHIN THE BOUNDARY OF THE PROPERTY

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

A: 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 laterals drains to be on the public sewer map. It is therefore possible for unidentified public sewers to exist within the boundaries of the Property.

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

2. The presence of a public sewer running within the boundary of the property may restrict further development. The company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work.

3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.

PUBLIC SEWERS NEAR TO THE PROPERTY

8 Q: Does the public sewer map indicate any public sewer or a sewer, subject to an agreement under Section 104 of the Water Industry Act 1991, within 30.48 metres (100 feet) of any buildings within the property?

A: The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property. (See supplied extract from the public sewer map.)

1. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.

2. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

3. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details be checked with the developer, if any.

BUILDING OVER A PUBLIC SEWER, DISPOSAL MAIN OR DRAIN

9 Q: 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?

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

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

MAP OF WATERWORKS

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

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

1. The "water mains" in this context are those which are vested in and maintainable by the water company under statute.

2. Assets other than public water mains may be shown on the plan, for information only.

3. Water companies are not responsible for the private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

4. The copy extract 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.

5. The "water mains" in this context are those which are vested in and maintainable by the water company under statute.

ADOPTION OF WATER MAINS AND SERVICES PIPES

11 Q: 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?

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

1. 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.

SEWERAGE AND WATER UNDERTAKERS

12 Q: Who are the sewerage and water undertakers for the area?

A: The sewerage undertaker for the area is Southern Water Services, Southern House, Yeoman Road, Worthing, Sussex BN13 3NX

The water undertaker for the area is Portsmouth Water Plc, PO Box 8, West Street, Havant, Hants, PO9 1LG. Tel No: 02392 499888

CONNECTION TO MAINS WATER SUPPLY

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

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

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

WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES

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

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

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

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

CURRENT BASIS FOR SEWERAGE AND WATER CHARGES

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

A: Records indicate that the company does not levy charges direct to the property; a third party is billed for the water and/or sewerage charges. It is recommended therefore that the charging situation is checked with the vendor.

1. 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.

2. The Water Industry Act 1991 Section 150, The Water Resale Order 2001, provides protection for people who buy their water and sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (Ofwat). Website: www.ofwat.gov.uk.

CHARGES FOLLOWING CHANGE OF OCCUPATION

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

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

1. Water and Sewerage Undertaker's full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.

2. It is policy to meter all new water connections which would result in charges being levied according to the measured tariff.

3. 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:

a. Watering the garden other than by hand (this includes the use of sprinklers).

b. Automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

SURFACE WATER DRAINAGE CHARGES

17 Q: Is a surface drainage charge payable?

A: Records confirm that a surface water drainage charge is payable for the property at £ 22.

1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.

2. Where surface water drainage 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 rebate of the surface water drainage charge. Details can be obtained from the Sewerage Undertaker.

WATER METERS

18 Q: Please include details of the location of any water meter serving the property?

A: Records indicate that the property is served by a water meter, which is not located within the dwelling –house which is or forms part of the property, and in particular is located outside.

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

Portsmouth Water Plc, PO Box 8, West Street, Havant, Hants, PO9 1LG. Tel No: 02392 499888

SEWERAGE BILLS

19 Q: Who bills the property for sewerage services?

A: The property is billed for sewerage services by Southern Water Services, Southern House, Yeoman Road, Worthing, Sussex BN13 3NX.

WATER BILLS

20 Q: Who bills the property for water services?

A: The property is billed for water services by Portsmouth Water Plc, PO Box 8, West Street, Havant, Hants, PO9 1LG. Tel No: 02392 499888

RISK OF FLOODING DUE TO OVERLOADING PUBLIC SEWERS

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

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

1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (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.

2. "Internal flooding" from the public sewers is defined as flooding, which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.

3. "At Risk" properties are those that the water company is required to include in the Regulatory Register that is reported annually to the Water Services Regulatory Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from the public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.

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

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

6. Public Sewers are defined as those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

7. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from the private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.

RISK OF LOW WATER PRESSURE OR FLOW

22 Q: Is the property at risk of receiving low water pressure or flow?

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

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

2. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.

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

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

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

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

5. Allowable exclusions

The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply

6. Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected.

Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

7. Planned maintenance:

Companies should not report under DG2 low pressures caused by planned maintenance.

It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.

8. One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps);

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

9. Low pressure incidents of short duration:

Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

WATER QUALITY ANALYSIS

23 Q: 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

A: The analysis confirmed that tests failed to meet the standards prescribed by the 2000 Regulations or the 2001 Regulations, please find a report attached.

1. Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.

However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

2. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.

3. Water quality is normally tested at the tap used for domestic consumption normally the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.

4. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company (give contact details) for further advice.

5. The water company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.

6. The data collected by the company is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operational can be examined.

7. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact the company (see below) for further advice.

WATER QUALITY STANDARDS

24 Q: 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.

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

1. Authorised departments are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.

2. Please contact your water company if you require further information.

SEWERAGE TREATMENT WORKS

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

A: The nearest sewage treatment works is 1.48 kilometres North South West of the property. The name of the sewage treatment works is CHICHESTER WTW, which is responsibility of Southern Water Services, Southern House, Capstone Road, Chatham, Kent ME5 7QA company.

1. The nearest sewerage treatment works will not always be the sewerage treatment works serving the catchment within which the property is situated.

2. The Sewerage undertaker's records were inspected to determine the nearest sewerage treatment works.

3. It should be noted therefore that there may be private sewerage treatment works closer than the one detailed above that have not been identified.

DRAINAGE & WATER ENQUIRY (DOMESTIC).

TERMS AND CONDITIONS

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

Definitions

'The Company' means Southern Water Services Limited who produces the Report.

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

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

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

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

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

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

1.0 Agreement

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

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

2.0 The Report

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

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

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

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

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

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

3.0 Liability

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

3.2 Where a report is requested for an address falling within a geographical area where two different companies separately provide Water and Sewerage Services, then it shall be deemed that liability for the information given by either company will remain with that company in respect of the accuracy of the information supplied. A company supplying information which has been provided to it by another company for the purposes outlined in this agreement will therefore not be liable in any way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained.

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

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

4.0 Copyright and Confidentiality

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

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

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

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

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

5.0 Payment

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

6.0 General

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

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

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

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

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

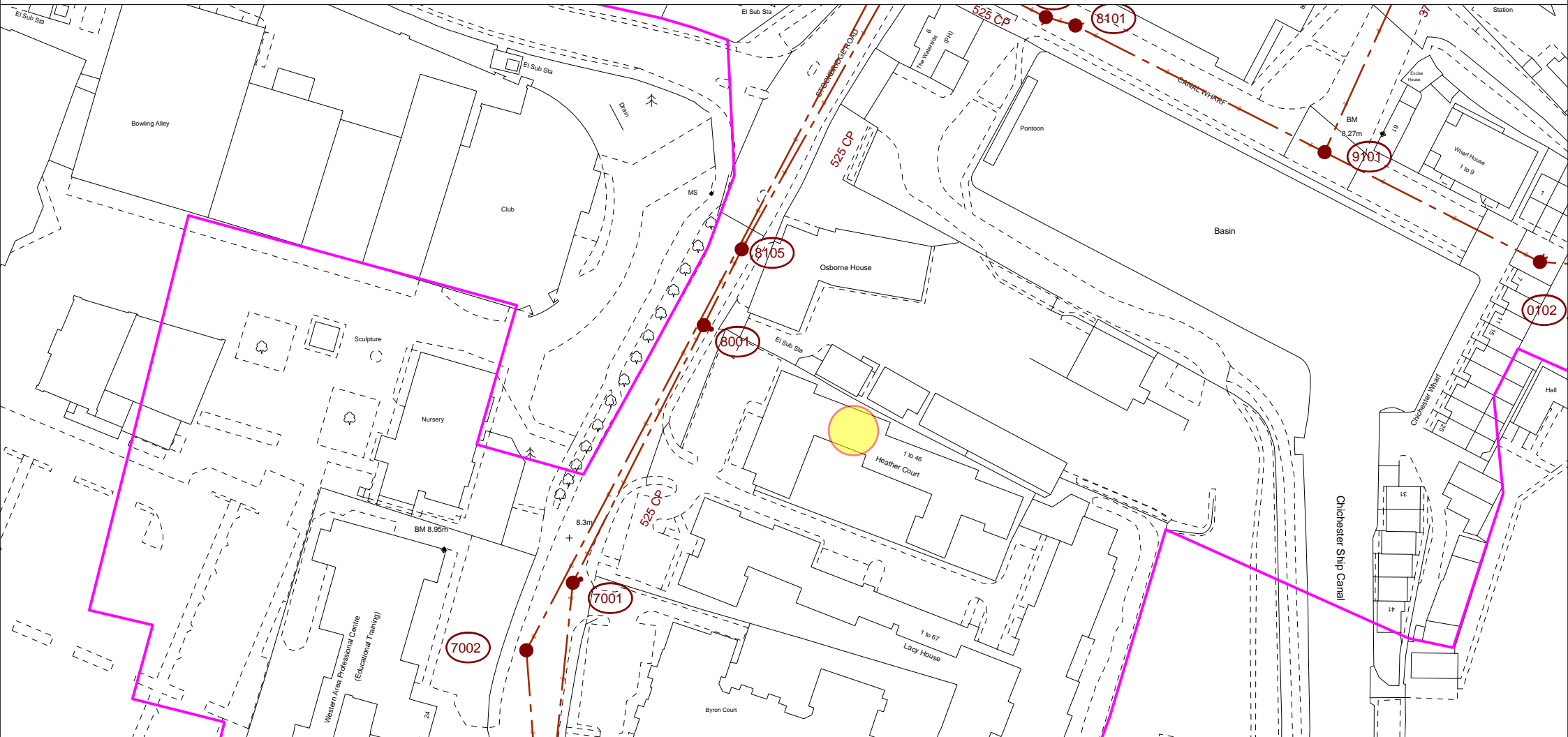
Southern Water: Residential Drainage and Water Search.
Complaint Procedure

As a minimum standard

1. We will endeavour to resolve any telephone contact at the time of the call, however, if that is not possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.
2. We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your written complaint.
3. Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.
4. If we deem your complaint to be justified, or we have made any substantial errors in your search result, we will automatically provide you with a revised search free of charge. We will also undertake such works to put things right as may be reasonably possible; and we will take this action as soon as is reasonably practical. Customers will be kept informed of the progress of any action required.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for a response.

SOUTHERN WATER



The positions of pipes shown on this plan are believed to be correct, but Southern Water Services Ltd accept no responsibility in the event of inaccuracy. The actual positions should be determined on site.

Based upon Ordnance Survey Digital Data with the permission of the controller of H.M.S.O. Crown Copyright Reserved Licence No. WU 298530

O.S. REF: SU8504SE

Scale: 1:1250

Sewer Plot

WARNING: BAC pipes are constructed of Bonded Asbestos Cement

WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement



Printed By: SK

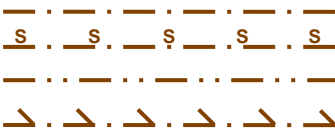













Date: 13-1-2009

Flat 4, Heather Court Stockbridge Road

Requested By:

SEWER LEGEND

LINE STYLES/COLOURS

Brown		Foul
		Foul Syphon Sewer
		Foul Vacuum Main
		Foul Rising Main
Red		Combined
		Combined Syphon Sewer
		Combined Rising Main
Light Blue		Surface Water
		Surface Water Rising Main
Dark Blue		Treated Effluent
Purple		Sludge
Pink		Catchment Boundary
		Section 104 Agreement Area
Yellow		Building Over Agreement Area

SHAPES (S)

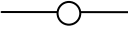
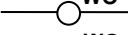
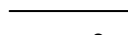


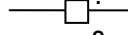
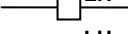
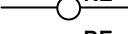



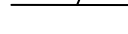

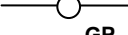












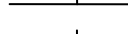


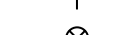











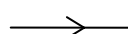

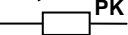
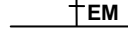

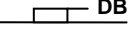
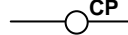


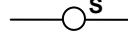
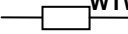

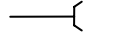
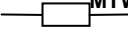

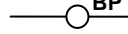
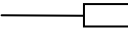
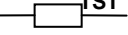
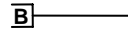


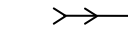

A	Arched	R	Rectangular
B	Barrel	S	Square
C	Circular	T	Trapezoidal
E	Egg	U	U Shape
H	Horseshoe	X	Other

NODE REFERENCING SYSTEM

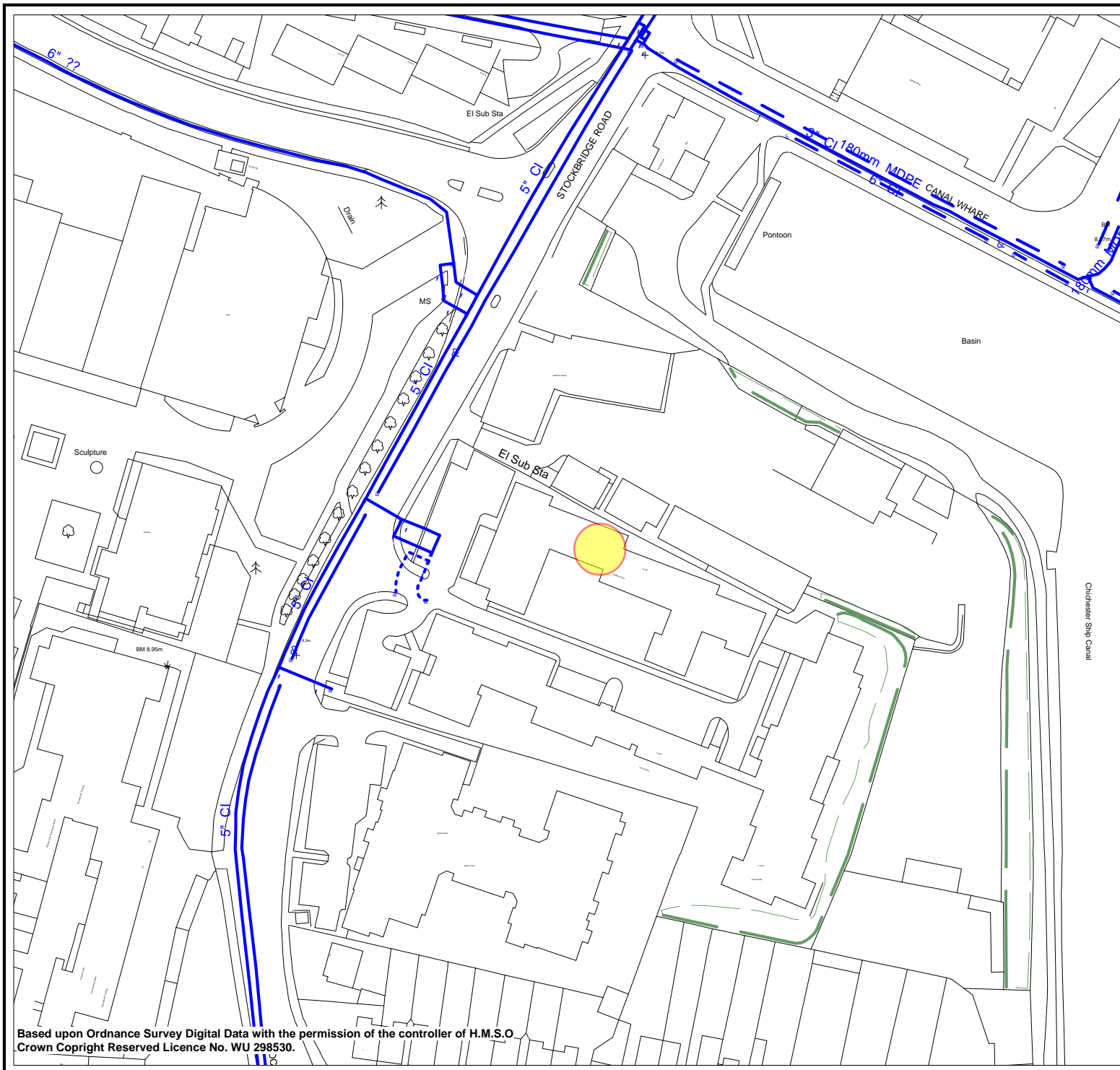
1st digit:	hundred metre easting identifier
2nd digit:	hundred metre northing identifier
3rd digit:	sewer type identifier
	0-4 = Foul/Combined
	5-9 = Surface Water
4th digit:	next sequential node

MATERIALS

AK	Alkathene	MAC	Masonry in regular Courses
BRC	Brick (Common)	MAR	Masonry in random Courses
BRE	Brick (Engineering)	PE	Polyethylene
CC	Concrete Box Culvert	PF	Pitch Fibre
CI	Cast Iron	PP	Polypropylene
CO	Concrete (In-Situ)	PVC	Polyvinyl Chloride
CP	Concrete (Pre-cost)	RPM	Reinforced Plastic Matrix
CSB	Concrete Segments (bolted)	SI	Spun Iron
CSU	Concrete Segments (unbolted)	ST	Steel
DI	Ductile Iron	VC	Vitrified Clay
FRC	Fibre Reinforced Cement	XXX	Other
GRC	Glass Reinforced Concrete	ZZZ	Unknown
GRP	Glass Reinforced Plastic		

	Manhole (SW)		Washout (SW)		Backdrop manhole
	Manhole (F&C)		Washout (F&C)		Other (s)
	Lamp hole (SW)		Rodding eye (SW)		Other
	Lamp hole (F&C)		Rodding eye (F&C)		Change in sewer (s)
	Pumping Station (SW)		Gauging point (SW)		Change in sewer
	Pumping Station (F&C)		Gauging point (F&C)		Reflux valve
	Side entry manhole (SW)		Intercept chamber (SW)		Flap valve
	Side entry manhole (F&C)		Intercept chamber (F&C)		Cascade
	Blind shaft (SW)		Storm Tank (SW)		Anode
	Blind shaft (F&C)		Storm Tank (F&C)		Valve
	Ejector station (SW)		Vortex chamber (SW)		Closed valve
	Ejector station (F&C)		Vortex chamber (F&C)		Air valve
	Watertight door (SW)		Manhole label ellipse		Hatch box (SW)
	Watertight door (F&C)		Dummy/S24 manhole		Hatch box (F&C)
	Flushing ch. Mn-e (SW)		Outfall		Direction arrow
	Flushing ch. Mn-e (F&C)		Penstock chamber		Emptying valve
	Flushing ch. No-e (SW)		Damboards		Catchpit
	Flushing ch. No-e (F&C)		Storm Overflow		Soakaway
	Wastewater treatment works		Vent		Inlet
	Marine treatment works		Vent column		Balancing pond
	Outfall headworks		Tidal storage tank		Blank end
					Head of Public Sewer

WARNING: Unknown (UNK) materials may include Bonded Asbestos Cement
WARNING: FRC pipes are constructed of Bonded Asbestos Cement



Based upon Ordnance Survey Digital Data with the permission of the controller of H.M.S.O.
Crown Copyright Reserved Licence No. WU 298530.



This information is provided as part of a
CON29DW by:

**LandSearches
from
Southern Water**

Southern House
Capstone Road
Chatham
Kent ME5 7QA
Telephone: 0845 270 0212
Fax: 01634 844514

The information supplied is given in good faith as a guide to locating underground apparatus. It's accuracy cannot be guaranteed, nor does it include comprehensive information about the existence or location of services pipes or cables to individual premises. The responsibility for locating and avoiding damage to apparatus on site shall be that of the persons proposing to excavate in the street who shall be liable to the apparatus owner and any third party who may be affected in any way for any loss or damage caused by their failure to do so.

Legend

	Water Main
	Abandoned Main
	Private Main
	Hydrants / Washout Hydrants
	Valves / Fittings

Materials

BP	Black Polyethylene	MDPE	Medium Density Polyethylene
CI	Cast Iron	PSC	Pre-Stressed Concrete
CP	Copper	PVC	Polyvinyl Chloride
DI	Ductile Iron	ST	Steel
FRC	Fibre Reinforced Cement	??	Unknown
HDPE	High Density Polyethylene		

Scale 1:1250

Date: 13/01/2009

The following information was taken from the water supply records of Portsmouth Water.

Water Quality failure report for Portsmouth Water Chichester supply zone

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

Parameter tested	No. of samples taken	No. of samples failed
Coliforms	161	1
E. Coli	161	1

Water companies investigate all infringements of water quality standards thoroughly & take appropriate action 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 & advise them not to drink the water until the risk had been removed.

Key facts on water quality

Here are some key facts on substances that customers may be concerned about.
For more detailed information visit www.portsmouthwater.co.uk or telephone 02392 249344

Coliform bacteria

These bacteria are usually harmless in themselves but if present can show that there is a possibility of contamination of drinking water. Some of the bacteria we find are from dirty taps in houses but in all cases where bacteria are found we respond urgently to ensure supplies are safe.

Escherichia Coli (E. Coli)

Bacteria sometimes found in untreated raw water. Disinfection during treatment removes them. They sometimes appear in tests in small numbers, but follow up tests usually show the mains water is satisfactory.

Iron

Iron is present widely naturally in the environment & is not harmful to health.

Lead

There is virtually no lead in water as it leaves treatment works. Lead in drinking water originates from service pipes & plumbing mainly found in older houses. Lead pick up is more prevalent in soft water areas. Water areas in the south are generally classed as hard. The best way of reducing lead in water supplied from taps is to replace lead plumbing.

