



Your Completed **Home**
Information Pack



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Information Pack



Contents

Home Information Pack Index Form

Flat 19 Dane House 92 Northenden Road, Sale, Cheshire, M33 3UR

About this form

Under the Home Information Pack Regulations, 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 advice where necessary.

Where a document required by the Regulations is unavailable or unobtainable, the index should indicate that the document is missing, and the reason why. Where the document can be obtained from or created by a person, or does exist, the index should indicate the steps being taken to obtain the document.

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 also tell you what other documents must and may be in the Home Information Pack, and guidance on the Regulations is available at www.homeinformationpacks.gov.uk

Seller's check of this form:

Someone can complete this form on behalf of a seller, but given that 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 as truthful and as accurate as possible.

Home information pack document	Date of pack document	Included	Reason why not included	Other info
PIQ	27/05/2009	Yes		
Energy Performance Certificate	27/05/2009	Yes		
Sale Statement	27/05/2009	Yes		
Official copies of title plan	28/05/2009	Yes		
Local land charges	11/06/2009	Yes		
Local enquiries	11/06/2009	Yes		
Drainage and water enquiries	11/06/2009	Yes		
Official copies of the individual registry	28/05/2009	Yes		
The original lease or edited information document	03/06/2009	Yes		
Consumer Redress	11/06/2009	Yes		

Property Information Questionnaire

About this form

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

If you are the seller, you should be aware -

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

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

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

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

If you are an estate agent you should be aware -

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

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

If you are the buyer you should be aware -

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

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

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

All Properties

a	The postal address of the property	Flat 19 Dane House 92 Northenden Road, Sale, Cheshire, M33 3UR
b	The name of the seller	Dr Simon Mark Wales
c	The date the PIQ was completed	27/05/2009
1	When was the property purchased?	11/04
2	Is your property a listed building or contained in a listed building?	No
3	What council tax band is the property in?	C
4	What parking arrangements exist at your property?	Allocated parking space

19a	What is the name of the person or organisation to whom you pay ground rent	Bigwood associates
19b	What is the name of the person or organisation to whom you pay service charge	Fords Residential Management
20	How many years does your lease have left to run	992
21	How much is your current annual ground rent?	£185.84
22	How much is your current annual service charge?	£780.00
23	How much is your current annual service buildings insurance premium (if not included in the service charge?) <i>Additional Comments</i>	<i>included in service charge</i>
24	Are you aware of any proposed or ongoing major works to the property?	No
25a	Does the lease prevent you from sub-letting?	Don't know
25b	Does the lease prevent you from keeping pets	Yes
26a	Does the lease allow you to use a car park or space?	Yes
26b	Does the lease allow you to have access to a communal garden (where applicable)	Yes
27	Leases often permit or prevent certain types of activity relating to the use of the property, those referred to in question (25) are examples. Are there any other conditions or restrictions in the lease which could significantly impact on a person's use of the property?	No

Explanatory Notes to Numbered Items

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company - you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf.

20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.

21. This information will be found in the lease.

22. This information will be found on the previous year's service charge demands.

24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

Please note : All leaseholders should have their own copy of the lease although sometimes this is held by the mortgage lender or the conveyancer who handled the purchase. A copy can normally be obtained from the Land Registry - www.landregistryonline.gov.uk. It is unlikely that the managing agent will be able to provide a copy of the lease.

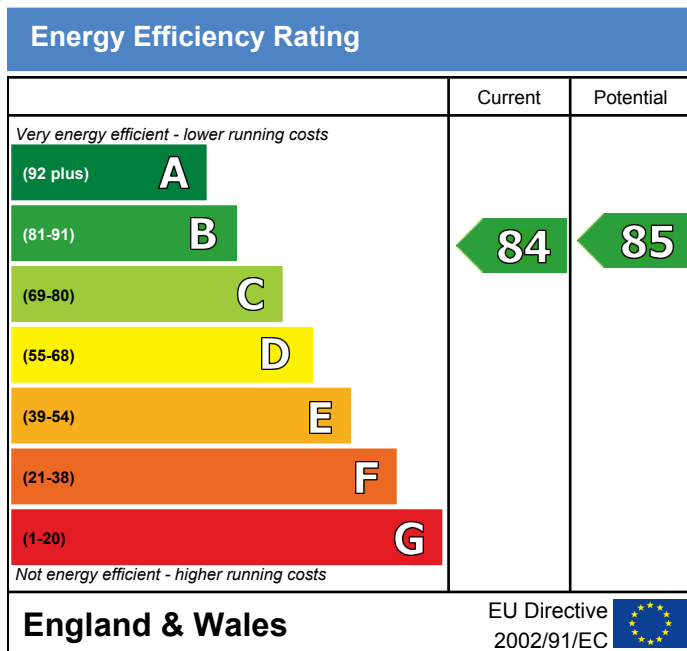
Energy Performance Certificate



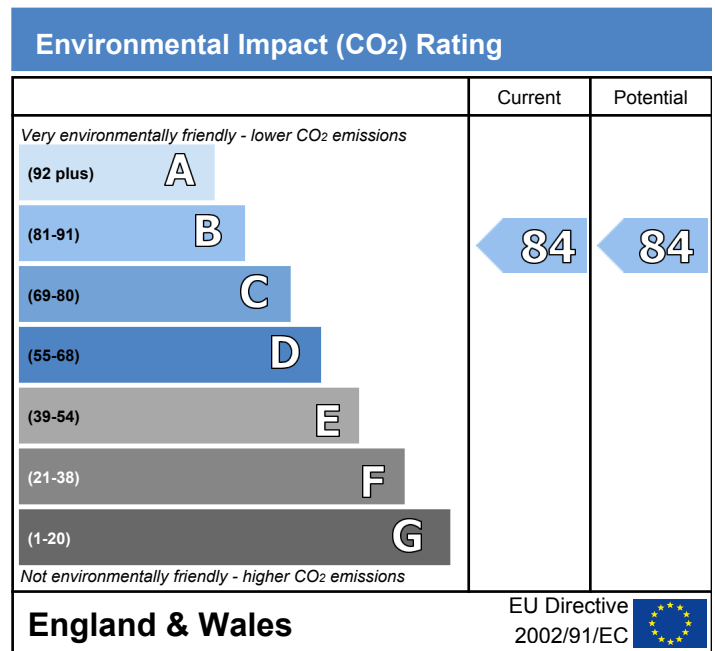
Apartment 19 Dane House,
92, Northenden Road,
SALE,
M33 3UR

Dwelling type: Top-floor flat
Date of assessment: 27 May 2009
Date of certificate: 27 May 2009
Reference number: 0367-2823-6455-0421-4631
Total floor area: 52 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.



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.



The environmental impact rating is a measure of this 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	137 kWh/m ² per year	132 kWh/m ² per year
Carbon dioxide emissions	1.2 tonnes per year	1.1 tonnes per year
Lighting	£41 per year	£27 per year
Heating	£174 per year	£176 per year
Hot water	£78 per year	£78 per year

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

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



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

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

Certification mark

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by Elmhurst Energy Systems Ltd, 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: EES/002236
Assessor's name: Mr. Simon James Fitzpatrick
Company name/trading name: Simon James Fitzpatrick
Address: 261 Stand Lane , Manchester , Radcliffe , M26 1JA
Phone number: 07968 498 154
Fax number:
E-mail address: si243@hotmail.com
Related party disclosure:

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

Apartment 19 Dane House,
92, Northenden Road,
SALE, M33 3UR

Date of certificate: 27 May 2009
Reference number: 0367-2823-6455-0421-4631

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.

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Pitched, 200 mm loft insulation	Good	Good
Floor	(other premises below)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Programmer, room thermostat and TRVs	Average	Average
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	Low energy lighting in 50% of fixed outlets	Good	Good
Current energy efficiency rating		B 84	
Current environmental impact (CO ₂) rating		B 84	

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 improvement	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£12	B 85	B 84
Total	£12		
Potential energy efficiency rating		B 85	
Potential environmental impact (CO ₂) rating		B 84	

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 energy ratings

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

Replacement of traditional light bulbs with energy saving recommended ones will reduce lighting costs over the lifetime of the bulb, and they last up to 12 times longer than ordinary light bulbs. Also consider selecting low energy light fittings when redecorating; contact the Lighting Association for your nearest stockist of Domestic Energy Efficient Lighting Scheme fittings.

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 you only heat the building when necessary.
- 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.

Sale Statement

Flat 19 Dane House 92 Northenden Road, Sale, Cheshire, M33 3UR

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 your behalf.

If the property has not yet been completed or converted, please answer the questions as if the property has been completed.

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

Statement

1. Is the property a flat or a house?	<input checked="" type="checkbox"/> Flat (incl. maisonette) <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 <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input checked="" type="checkbox"/> Leasehold starting (or likely to start from 05/04/2002 and with 992 years left on the lease) <input type="checkbox"/> Commonhold <input type="checkbox"/> Refer to solicitor
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	Dr Simon Mark Wales
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 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,
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:

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 GM916245

Edition date 06.12.2007

- This official copy shows the entries on the register of title on 28 May 2009 at 18:27:28.
- 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 28 May 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 Fylde 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.

GREATER MANCHESTER : TRAFFORD

- 1 (25.11.2002) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Apartment 19, Dane House, 92 Northenden Road, Sale, (M33 3UR).

NOTE: Only the third floor is included in the title.
- 2 (25.11.2002) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 4 October 2002
Term : 999 years from 5 April 2002
Rent : As therein mentioned
Parties : (1) Linden Homes North West Limited
(2) 92 Sale Residents Company Limited
(3) Jason Gordon Clark
- 3 (25.11.2002) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (25.11.2002) The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

- 1 (07.01.2005) PROPRIETOR: SIMON MARK WALES of Apartment 19, Dane House, 92 Northenden Road, Sale, Cheshire, M33 3UR.
- 2 (07.01.2005) The price stated to have been paid on 26 November 2004 was £138,500.
- 3 (07.01.2005) 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.
- 4 (06.12.2007) 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 29 November 2007 in favour of Barclays Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (25.11.2002) The land in this title with other land is subject to a perpetual yearly rentcharge of £15 created by a Conveyance of the freehold estate dated 17 January 1872 made between (1) William Cunliffe Brooks and Tom Harrop Sidebottom (2) Robert McLean and (3) Wilkinson Burslem.

The said Deed also contains covenants.

NOTE: Abstract filed under GM44813.
- 2 (06.12.2007) REGISTERED CHARGE dated 29 November 2007.
- 3 (06.12.2007) Proprietor: BARCLAYS BANK PLC (Co. Regn. No. 1026167) of P.O. Box 187, Leeds LS11 1AN.
- 4 (06.12.2007) The proprietor of the Charge dated 29 November 2007 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

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.

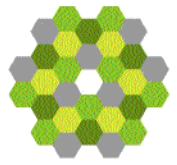
This official copy is issued on 28 May 2009 shows the state of this title plan on 28 May 2009 at 18:27:28. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject 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, Fylde Office .

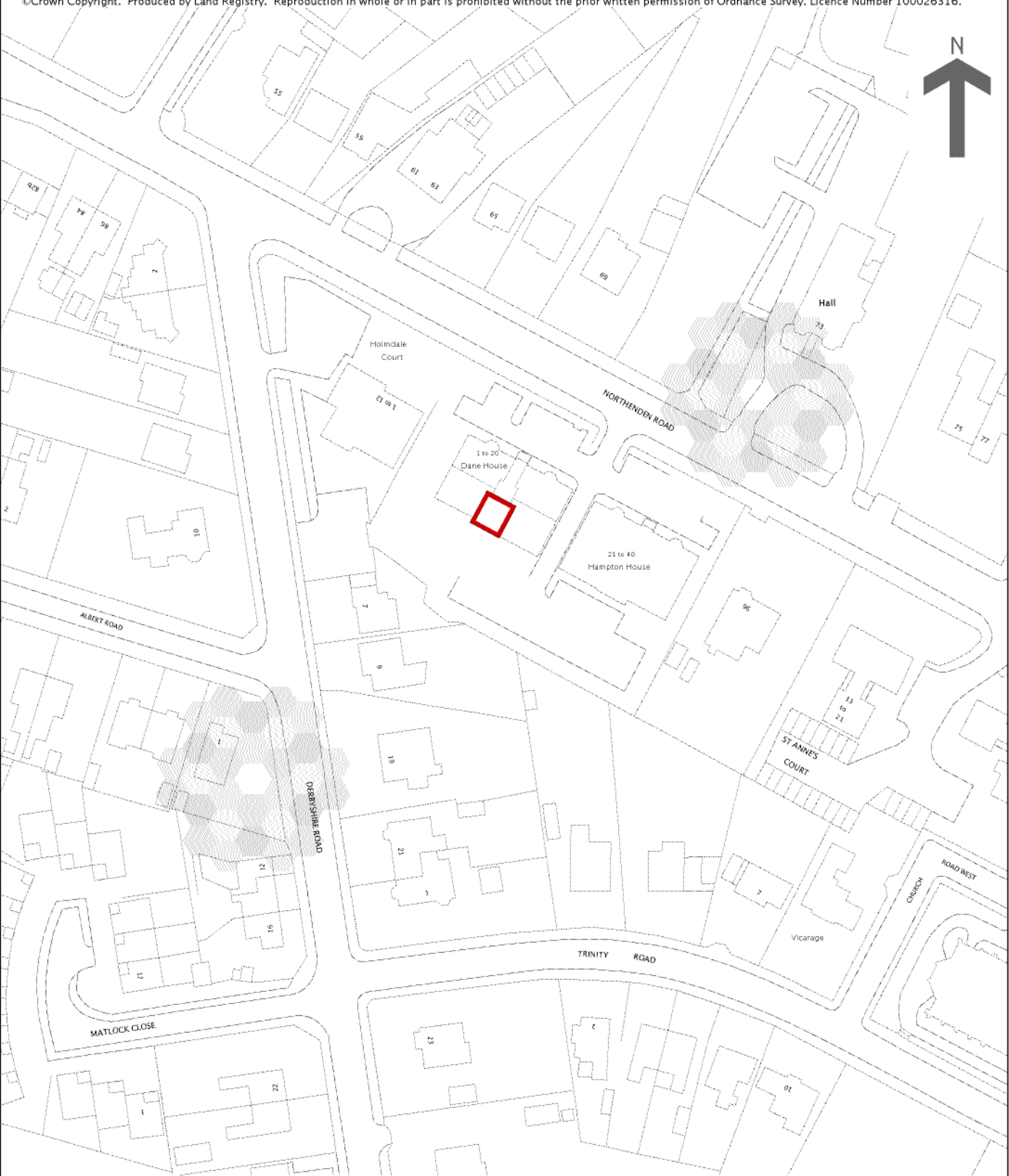


Land Registry Official copy of title plan

Title number GM916245
Ordnance Survey map reference SJ7991NW
Scale 1:1250
Administrative area GREATER MANCHESTER:
TRAFFORD



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C.1916245

DATED 4 OCTOBER **2002**

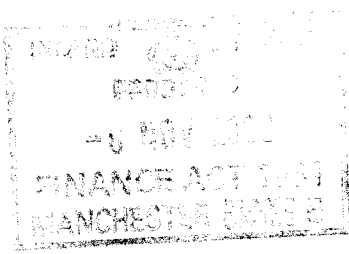
3

- (1) LINDEN HOMES NORTH WEST LIMITED
- (2) 92 SALE RESIDENTS COMPANY LIMITED
- (3) JASON GORDON CLARK

LEASE

**Relating to Plot 19 Dane House
92 Northenden Road Sale**

**Hills
Solicitors
New Mansion House
63/65 Chorley New Road
BOLTON
BL1 4QR**



HM LAND REGISTRY

(Land Registration Acts 1925 - 1986)

COUNTY AND DISTRICT **GREATER MANCHESTER – TRAFFORD**

TITLE NUMBERS **GM704212/GM251808/GM196451**
GM346565 and GM44813

PROPERTY **Plot 19 Dane House 92 Northenden Road**
Sale



THIS LEASE is made the *4th* day of *October* Two Thousand and Two **BETWEEN LINDEN HOMES NORTH WEST LIMITED** of Linden House 1 Macclesfield Road Wilmslow Cheshire SK9 1BZ (hereinafter called "the Lessor" which expression shall where the context so admits include the successors in title of the Lessor) of the first part **92 SALE RESIDENTS COMPANY LIMITED** of Linden House 1 Macclesfield Road Wilmslow Cheshire SK9 1BZ (hereinafter called "the Residents Company") of the second part and **JASON GORDON CLARK** of 26a Hardwick Crescent Sheffield S11 8WB (hereinafter called "the Lessee" which expression shall where the context so admits include the successors in title of the Lessee) of the third part

WHEREAS:

1. The Lessor is registered at HM Land Registry as Proprietor with Title Absolute of the land more fully described in Part 1 of the First Schedule hereto together with the Building comprising individual flats and properties erected thereon or on some part thereof
2. The Lessor has previously granted leases of or intends to grant hereafter residential leases of the flats forming part of the Building and properties constructed by the Lessor as separate and distinct properties and the Lessor has in every such lease imposed and intends in every future lease to impose

the covenants and obligations set out in the Fourth Schedule hereto to the intent that the lessee for the time being of any one of the flats in the Building and properties may enforce the observance by the lessee of any other of the flats in the Building and properties of the said covenants and obligations in the form set out in Part Two of the Fourth Schedule hereto

3. The Residents Company has agreed to join in this Lease in the manner hereinafter appearing in consideration of the covenants on the part of the Lessee herein contained
4. The Lessor has agreed to grant to the Lessee a lease of the Flat hereby demised for the consideration at the rent and on the terms and conditions hereafter appearing

NOW THIS DEED WITNESSETH as follows :-

DEFINITIONS

1. IN this Lease unless the context otherwise requires :-

(a) "the Estate" means the property described in Part 1 of the First Schedule hereto

(b) "the Building" means the building known as Dane House comprising individual flats erected on the Estate or on some part thereof

(c) "the Flat" means that part of the Building more particularly described in Part 2 of the First Schedule

(d) "the Initial Rent" shall mean the sum of One Hundred and Seventy Five Pounds (£175.00) payable in advance clear of all deductions whatsoever on 31st day of December in every year the first payment being a proportion part thereof

calculated from the date hereto to 31st day of December next and payable on the date hereof

(e) "the Base Figure" shall mean [] (*index figure for the month preceding the grant of the lease or otherwise as has been agreed*)

(f) "the Increase" shall mean the amount, if any, by which the Index for the month preceding the relevant review date exceeds the Base Figure

(g) "the Index" means the all items index figure of the Index of Retail Price published by the Department of Employment or any successor Ministry or Department

(h) "the Review Period" means a period beginning on any review date and ending on the day before the next review date and qualified uses of term are to be construed accordingly

(i) "the First Review Date" means 30th December 2004 and thereafter each fifth anniversary thereof

(j) "the Rent" means the rent payable in accordance with the provision of Clause 8.1 hereof

(k) "the Conducting Media" means the sewers drains pipes wires cables watercourses soakways and conduits through which any services may be conducted and any inspection chambers manholes or apparatus connected therewith and being in on under or over any part or parts of the Estate

(l) "the Plan" shall mean the Plan annexed hereto

(m) "the Reserved Property" means that part of the Estate shown cross hatched on the Plan together with all sewers drains pipes wires cables and other Conducting Media running on under or through the same and serving the Estate

(n) "the Service Charge" means a sum being one twentieth of the costs expenses and outgoings from time to time incurred or to be incurred by the Residents Company in complying with its obligations specified in Part 1 of the Fifth Schedule and one fortieth of the costs expenses and outgoings from time to time incurred or to be incurred by the Residents Company in complying with its obligations specified in Part 2 of the Fifth Schedule

(o) the expression "the Lessee" shall include the masculine the feminine and the neuter and the singular and the plural and where two or more persons are referred to by that expression all covenants and agreements made by or with them shall be deemed to be made or with them jointly and severally and such persons declare that the survivor of them can give a valid receipt for capital money arising on a disposition of the Flat

2. IN consideration of the sum of **ONE HUNDRED AND NINETEEN THOUSAND NINE HUNDRED AND FIFTY POUNDS (£119,950.00)** paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rent and covenants on the part of the Lessee and the conditions hereinafter reserved and contained the Lessor hereby demises unto the Lessee with full title guarantee the Flat **TOGETHER WITH** the easements rights and privileges specified in the Second Schedule hereto **EXCEPT AND RESERVING** the rights specified in the Third Schedule hereto **TO HOLD** the same unto the Lessee for the residue of the term of 999 years from the 5th day of April 2002 **YIELDING AND PAYING** therefor during the said term the Rent by equal half yearly payments clear of all deductions whatsoever on the 30th day of June and 31st day of December in every year the first payment or a proportionate part thereof calculated from the date hereof to the 31st day of December next

3. THE Lessee hereby **COVENANTS** with the Lessor, as follows

(1) To pay the said Rent and in manner aforesaid;

- (2) To pay and discharge all existing and future rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by statute or otherwise and whether of a national or local character) now or at any time during the term payable in respect of the Flat or any part thereof by the owner or occupier thereof or any part thereof including the proportion properly attributable thereto of such of the same as may be payable in respect of the Building or of other property of which the Flat forms part (such proportion to be determined by the Lessor's surveyor or in the event of dispute to be referred to two Arbitrators one to be appointed by each party under and subject to the Arbitration Act 1996 or any statutory modification thereof);
- (3) To do and execute and cause to be done and executed during the said term all such works as under or by virtue of any Act or Acts of Parliament for the time being in force are or shall be directed or necessary to be done or executed upon or in respect of the Flat or any part thereof whether by the Lessor the Residents Company or the Lessee and will at all times keep the Lessor indemnified against all claims demands and liability in respect thereof;
- (4) Not to make any structural alterations or structural additions to the Flat without the previous consent in writing of the Lessor, such consent not to be unreasonably withheld;
- (5) To pay all costs charges and expenses (including solicitors' costs and surveyors' fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of any notice under Section 146 of the Law of Property Act 1925 arising out of any breach or non-observance of any of the covenants on the part of the Lessee herein contained notwithstanding that forfeiture may be avoided otherwise than by relief granted by the Court;
- (6) Forthwith immediately after service upon the Lessee of any notice affecting the Flat served by any person body or authority (other than the Lessor) deliver a true copy thereof to the Lessor and if so required by the Lessor to

join with the Lessor in making such representations to any such person body or authority concerning any proposals affecting the Flat and/or the Estate as the Lessor may consider desirable and to join with the Lessor in any appeal against an order or direction affecting the Flat as the Lessor may consider desirable;

- (7) Within twenty one days after any transfer assignment underlease (whether mediate or immediate) or devolution of the Flat to give notice in writing of such transfer assignment or devolution and of the name address and description of the transferee assignee or person upon whom the relevant term of any part thereof may have devolved or of the Lessee or mortgagee (as the case may be) to the Lessor and to produce to the Lessor the original or a certified copy of the instrument of transfer assignment devolution or charge or the counterpart of the underlease and to pay a fee of £50.00, plus Value Added Tax, for the registration of such notice by the Lessor or the solicitors of the Lessor;
- (8) At the expiration or sooner determination of the said term quietly to yield up to the Lessor the Flat in such state of repair and condition as is required by the Lessees' covenant in that behalf hereinbefore contained together with all additions and improvements thereto made in the meantime and fixtures;
- (9) To permit the Lessor and its respective agents servants and workmen at reasonable hours during the daytime on giving at least 48 hours written notice (except in the case of emergency) to the Lessee to enter upon the Flat to view the state of repair and condition thereof and to give or leave notice in writing to the Lessee of all disrepair for which the Lessee is responsible under the terms of this Lease and the Lessee will forthwith commence to repair and make good the same according to such notice and the covenants hereinbefore contained provided that if the Lessee shall fail to repair and make good all such disrepair within twenty eight days of receipt of such notice the Lessor with or without workmen and as may be necessary shall be entitled (but shall not be obliged) to enter upon the Flat and carry out the said

repairs and works and the cost thereof shall be repayable by the Lessee on demand and be forthwith recoverable by action;

- (10) Upon the receipt of any notice order direction or other thing from any competent authority in respect of or affecting or likely to affect the Flat whether directly or by the receipt of the original or copy from another person to comply therewith so far as the same requires anything to be done or not done by the Lessee and in any event forthwith to deliver the same or a copy thereof to the Lessor;
- (11) To observe the covenants and other matters mentioned in the Property and Charges Registers of the Title Number above mentioned so far as the same are still subsisting and capable of being enforced and relate to the Flat insofar as they are not the responsibility of the Residents Company.

4. THE Lessee hereby **COVENANTS** with the Lessor and the Residents Company

- (a) Not to assign or transfer the Flat except to a person who has committed himself to apply to become registered as a member of the Residents Company
- (b) That so long as the Lessee retains any estate or interest in the Flat he will not resign from or dispose of the rights attached to his membership of the Residents Company to any person other than a Mortgagee of the Flat
- (c) to observe and perform the provisions set out in Part 1 of the Fourth Schedule hereto.

5. THE Lessee hereby **COVENANTS** with the Lessor the Residents Company and with each Lessee of the other flats in the Building to observe the obligations contained in Part 2 of the Fourth Schedule hereto.

6. THE Residents Company hereby **COVENANTS** with the Lessee and the Lessor (but subject in the case of the Lessee to the payment by the Lessee of the Service Charge hereinafter described) to perform and observe the provisions set out in the Fifth Schedule hereto.

7. THE Lessor (but not so as to be personally liable under this Clause after the Lessor has transferred its Estate and interest in the Estate) hereby **COVENANTS** with the Lessee as follows :-

- (1) The Lessee paying the Rent hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall peaceably hold the Flat (subject to the exceptions and reservations herein contained) during the said term without any unlawful interruption by the Lessor or the person claiming under or in trust of the Lessor;
- (2) That the Lessor will require every person to whom it shall hereafter grant a lease of any flat comprised in the Building and any properties on the Estate to covenant to observe and perform restrictions obligations and covenants similar to those contained in Clause 2 and the Fourth Schedule hereto and will at the request of the Lessee enforce such restrictions obligations and covenants subject to the Lessee indemnifying the Lessor against the expenses of enforcement and providing such security for expenses as the Lessor shall reasonably require;
- (3) Pending the grant of leases of the other flats in the Building the Lessor will perform similar obligations in relation to each such flat as those undertaken in this Lease by the Lessee in relation to the Flat
- (4) That the Lessor will procure that the Residents Company or its managing agent shall keep proper books of account (which shall be available for inspection by the Lessee on giving reasonable notice in writing) showing the expenditure incurred by the Residents Company in carrying out its obligations under the

Fifth Schedule hereto and the contributions thereto by way of the Service Charge received from the lessees of all the other properties on the Estate

- (5) That the Lessor will observe and perform the obligations of the Residents Company detailed in the Fifth Schedule hereto only in the event that the Residents Company shall cease to exist

8. **PROVIDED ALWAYS** and this Lease is made upon condition that :-

8.1 Until the First Review Date the Rent is to be the Initial Rent and thereafter during each successive Review Period the Rent is to be a sum equal to the greater of the rent payable under this Lease immediately before the relevant review date or the revised rent that is ascertained in accordance with Clause 8.2 hereof

8.2 The Rent for any review period is to be the Initial Rent plus the amount that bears the same proportion to the Initial Rent as the Increase bears to the Base Figure

8.3 If the reference base used to compile the Index changes after the date of this Lease the figure taken to be shown in the Index after the change is to be the figure that would have been shown in the Index if the reference base current at the date of this Lease had been retained

8.4 If it becomes impossible to calculate the Rent for any Review Period by reference to the Index because of any change in the methods used to compile the Index after the date of this Lease or for any other reason whatever, or if any dispute or question whatever arises between the parties as to the amount of the Rent for any review period or the construction or effect of this Clause, then the Rent for that review period or the disputed matter is to be determined by an arbitrator to be appointed either by agreement between the parties or in the absence of agreement, by the President for the time being of the Institute of Chartered Surveyors, or any person authorised by him to make appointments on his behalf on the application of either the landlord or the Lessee. This is to be deemed to be a submission to

arbitration within the meaning of the Arbitration Act 1996. The arbitrator is to have full power to determine on such dates as he considers appropriate, what the increase in the Index would have been had it continued on the basis assumed for the operation of this rent review and in view of the information assumed to be available for it. If that determination is also impossible, the arbitrator must determine a reasonable rent for the Flat on such dates as he considers appropriate having regard to the purposes and intent of the provision in this Lease for the review of the Rent

8.5 The Lessor must before each review date give notice to the Lessee of the amount of the Rent for the next review period

8.6 Whenever the Rent has been ascertained in accordance with this Clause, memoranda to that effect must be signed by or on behalf of the Lessor and the Lessee and annexed to this document and its counterpart and the Lessor and the Lessee must bear their own costs in this respect

8.7 If the Rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for twenty one days after the same shall have become due (whether any formal or legal demand shall have been made or not) or if the Lessee shall at any time fail or neglect to perform or observe any of the covenants conditions or provisions herein contained and on the part of the Lessee to be performed and observed then and in any such case it shall be lawful for the Lessor to re-enter upon the Flat or any part thereof in the name of the whole and peaceably to hold and enjoy the Flat thenceforth as if this Lease had not been granted and the term hereby granted shall absolutely determine but without prejudice to any rights of action or remedy of the Lessor.

9. IT IS HEREBY AGREED AND DECLARED that

(1) Every internal wall which is not a main structural wall separating the Flat or any part thereof from any other part of the Building shall be a party wall severed medially;

(2) The covenant implied into this Lease by Section 3(3) of the Law of Property (Miscellaneous Provisions) Act 1994 shall only apply so far as it relates to actions or omissions of the Lessor only from the period since the Lessor acquired the Estate.

(3) The Flat forms part of the Lessor's development at 92 Sale and the Lessor expressly reserves the right of making from time to time in respect of any part thereof other than the Flat and always in such manner that the easements rights and privileges granted to the Lessee by the Second Schedule hereof shall not be diminished prejudiced or restricted any alteration in the mode of laying out that development and in the number and area of the properties in the class of building

(4) All Conducting Media and other matters (if any) now used or intended to be used and enjoyed in common by the owners and occupiers for the time being of the Building and of any other land included in the Estate shall continue to be so used and enjoyed and shall be repaired and maintained at the fair and proportionate expense (according to user) of the owners of the land entitled to use the same

10. The Lessor and the Lessee hereby apply to the Registrar to enter in the Register such of the said appurtenant rights exceptions reservations covenants and stipulations as are capable of registration

IN WITNESS whereof the Common Seals of the Lessor and the Residents Company have been hereunto affixed and the Lessee has hereunto set his hand and seal the day and year first before written.

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or aggregate amount or value of the consideration (including rent) exceeds **TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000.00)**

THE FIRST SCHEDULE before referred to

PART 1

THE ESTATE

ALL THAT plot of land on Northenden Road Sale in the County of Greater Manchester being the land comprised in Title Numbers

GM704212/GM251808/GM196451/GM346565 and GM44813 registered at HM Land Registry with Absolute Title

**PART 2
THE FLAT**

ALL THAT flat or suite of rooms known as Flat 19 Dane House 92 Northenden Road Sale in the County of Greater Manchester which for the purposes of identification only are shown edged red on the Plan annexed hereto situate on the Third Floor of the Building (including but without limitation the doors door frames and glass in the windows (but excluding the window frames) and by way of demise and not exception the interior faces of the ceilings up to the undersides of the joists slabs or beams to which the same are affixed the floors and floor coverings down to the upperside of the joists slabs or beams supporting the same and the interior faces of the main structural walls thereof and any other walls and party walls within and bounding the Flat and all cisterns tanks sewers drains pipes wires ducts flues conduits meters and security lights used solely for the purposes of the Flat and any non-structural walls bounding the same Excepting and Reserving from the demise the main structural parts of the Building including the roof foundations and external parts thereof the sub-soil thereunder and the air space thereover

**THE SECOND SCHEDULE before referred to
EASEMENTS RIGHTS AND PRIVILEGES INCLUDED IN THE LEASE**

The right for the Lessee in common with the Lessor and all other persons who have or may have hereafter the like right:

1. AT all times and for all usual and reasonable purposes connected with the use of the Flat as a private dwelling to pass and repass with or without motor vehicles from and to the Flat over and along the Reserved Property now constructed or to be constructed on the Estate **PROVIDED ALWAYS** that such right is restricted to pedestrian rights only over such parts of the Reserved Property as are not intended for vehicular use

2. TO the passage of water soil electricity and other normal domestic services through the Conducting Media the Lessee paying a fair and reasonable proportion of the cost of maintaining and repairing the same
3. THE right of support (as at present enjoyed) for the Flat from the Building and all adjoining and neighbouring land included in the Estate and of support shelter and protection for the Flat from all other parts of the Building capable of providing the same.
4. THE user in common with the Lessor and the other Lessees of the Lessor and all other persons entitled thereto of water and gas pipes electric and other wires flues and drains in the Building serving the Flat.
5. THE benefit (in common with other persons entitled thereto) of any covenant or agreement entered into by a Lessee of any flat in the Building with the Lessor the Residents Company and each Lessee of the other flats in the Building for the observance of the obligations contained in Part 2 of the Fourth Schedule to this Lease
6. THE right for the Lessee with servants workmen and others at all reasonable times on notice (except in the case of emergency) to enter into and upon any part or parts of the Building for the purpose of the Lessee complying with any covenant herein contained for repairing cleansing maintaining replacing or renewing any such water and gas pipes electric and other wires flues and drains or Conducting Media as aforesaid causing as little disturbance as possible and forthwith making good any damage caused in the exercise of such powers as specified at his own cost and without unnecessary delay
7. THE right for the Lessee with servants workmen and others at all times on notice (except in case of emergency) to enter into and upon other parts of the Building for the purpose of the Lessee complying with any covenant herein contained for repairing maintaining renewing altering or rebuilding the Flat or any part of the Building giving support shelter and protection to the Flat causing as little disturbance as possible and making good any damage caused in the exercise of such powers as specified at his own cost and without unnecessary delay
8. Full right and liberty for the Lessee and all persons authorised by him in common with all other persons entitled to the like right at all times by day or night

and for all purposes to pass and repass with or without vehicles over parts of the Estate laid out for the passage of vehicles and on foot only over the pathways halls stairs and landings of the Building for the purposes of gaining access to and egress from the Flat

9. THE right for the Lessee together with their visitors to use the gardens grounds paths and forecourts forming part of the Reserved Property subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe

10. THE right to use the bin store shown on the Plan for the storage of a domestic refuse bin

11. The exclusive right to park a private motor vehicle on the parking space forming part of the Reserved Property and shown edged brown on the Plan (if any).

12. ALL the above easements rights and privileges are subject to and conditional upon the Lessee contributing and paying the Service Charge hereinafter defined hereto and paying the rent hereby reserved.

**THE THIRD SCHEDULE before referred to
EXCEPTIONS AND RESERVATIONS**

There are excepted and reserved out of this Lease to the Lessor the Residents Company and the Lessees of the other flats in the Building

1. EASEMENTS rights and privileges over along and through the Flat equivalent to those specified in the Second Schedule hereto.

2. RIGHT for the Lessor and the Residents Company and their surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Flat for the purpose of carrying out the obligations of the Residents Company under the Fifth Schedule hereto.

THE FOURTH SCHEDULE before referred to
PART 1
OBLIGATIONS OF THE LESSEE TO THE LESSOR AND
THE RESIDENTS COMPANY

1. FROM time to time and at all times during the term well and substantially to repair cleanse maintain and keep the Flat and the Lessor's fixtures therein in good and repair and the Flat fully carpeted and to keep all cisterns boilers electric wires cables and gas and water pipes and drains in or about the Flat in good working order and condition and the windows thereof regularly and properly cleaned

2. IN every fifth year calculated from the commencement of the said term granted and also during the last year or at the sooner determination thereof to have professionally painted all the inside wood and iron or other metal work usually painted and other internal portions of the Flat and all additions thereto with two coats of good quality paint in a proper and workmanlike manner and the walls and ceilings thereof professionally washed and painted with two coats of good quality paint or professionally papered with paper of good quality in a proper and workmanlike manner.

3. TO permit after receiving reasonable notice (other than in the event of an emergency when notice shall not be required) the Lessor the Residents Company and each Lessee of any other part of the Building and all persons authorised by any of them at all reasonable times to enter upon the Flat for the purpose of executing repairs decorations alterations of or upon the Building or any adjoining or neighbouring premises or cleansing emptying or renewing the sewers pipes soakways and gutters belonging to the same or carrying out any properly reasonable maintenance or works to the Building the fixtures or appurtenances thereof making good to the reasonable satisfaction of the Lessee all damage thereby occasioned.

4. TO pay to the Residents Company the Service Charge by equal half yearly payments on the 30th day of June and 31st day of December in every year

5. NOT to assign transfer sublet or part with possession of a part only of the Flat
6. NOT to assign or transfer the Flat unless contemporaneously with such assignment or transfer
 - (i) the assignee or transferee applies for membership of the Residents Company, and
 - (ii) the assignee or transferee executes a Deed of Covenant in the form set out in the Sixth Schedule hereto with the Lessor and/or the Residents Company that the assignee and his successors in title will at all times from the date of the assignment or transfer duly pay all rents becoming due and the Service Charge payable hereunder and observe and perform all the covenants restrictions and stipulations herein contained and on the part of the Lessee to be observed and performed (whether running with the Lease or of a purely personal or collateral nature) to the same extent as if the assignee or transferee were the original Lessee party hereto.

PART 2
OBLIGATIONS OF THE LESSEE TO THE LESSOR THE
RESIDENTS COMPANY AND THE LESSEES OF THE OTHER
FLATS IN THE BUILDING

1. NOT to use the Flat or any part thereof for any purpose other than that of a private dwelling
2. NOT to use the Flat for any illegal or immoral purposes nor for the purpose of any trade business or workshop
3. NOT to affix or place any operative machinery thereon other than normal domestic appliances

4. NOT to do suffer or cause to be done anything thereon which may become a nuisance or an annoyance or cause damage or inconvenience to the Lessor's and/or the Lessees of the other flats in the Building

5. NOT to place erect attach to or exhibit or permit to be placed erected attached to or exhibited on the Flat or any part thereof or upon or to or through any windows of the Building or on any part of the Reserved Property any name legend sign notice or advertisement of any kind or nature whatsoever.

6. NO radio or television aerial satellite dish or other like objects shall be placed outside the Flat

7. SAVE as may be permitted pursuant to the provisions of Clause 2(4) of this Lease not to make any alterations or additions to the Flat materially affecting the external appearance thereof.

8. NOT to suffer or permit anything upon the Flat which would or might lessen the support or protection otherwise given to other parts of the Building.

9. NOT to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns tanks or waste or soil pipes or out of the windows of the Flat.

10. NOT to hang or expose washing or any clothing materials on any part of the Flat so as to be visible from outside the Flat.

11. NOT to permit any singing or instrumental music in the Flat between the hours of 11 p.m. and 9 a.m. nor to use or permit or suffer to be used a radio or television set audio or stereo equipment or other apparatus so as to be audible outside the Flat.

12. NOT to place or keep any dustbin or other refuse container anywhere outside the Flat except in the place designated for that purpose by the Lessor or the Residents Company.

13. NOT to do (or permit to be done by any visitor or invitee of the Lessee) any act or thing which might render void or voidable any policy of insurance on the Building or any part thereof or cause an increased premium to be payable in respect thereof.

14. NOT to park (or permit cause or suffer to be parked by any visitor or invitee of the Lessee) any caravan house on wheels or other mobile home or boat nor to repair any motor or other vehicle on the Estate.

15. TO observe such regulations as may from time to time be made by the Residents Company concerning the parking of motor cars and the use of the forecourt footpaths and other common parts of the Estate.

16. NOT without the prior consent of the Lessor to park a motor car or other motor vehicle on any part of the Estate other than on the parking space shown edged brown on the Plan so as to obstruct the free user of the Estate

17. NOT to permit any visitor or invitee of the Lessee to park a motor car or other motor vehicle on any part of the Estate other than on the allocated visitor parking spaces

18. NOT to keep permit or cause to be suffered or kept upon any part of the Flat any livestock animals or birds.

**THE FIFTH SCHEDULE before referred to
OBLIGATIONS OF THE RESIDENTS COMPANY TO
THE LESSOR AND THE LESSEE**

PART 1

1. AT all times during the said term to keep in good and substantial repair (including the rectification or making good of any defect notwithstanding that it is inherent or due to the original design of the Building)

- (a) the main structure of the Building including the foundations external walls load bearing walls girders timbers roofs and chimney stacks;
- (b) the exterior of the Building including drains gutters external pipes and window frames but excluding meter boxes;
- (c) the gas and water pipes drains and electric cables and wires in under or upon the Building and enjoyed or used by the Lessee in common with the Lessees of other parts of the Building
- (d) the main entrances passages landings and staircases of the Building so enjoyed or used by the Lessee in common with others as aforesaid

2. TO pay the cost of cleaning lighting and providing floor covering for the passages landings staircases and other parts of the Building so enjoyed or used by the Lessee in common with others as aforesaid

3. IN the seventh year computed from the commencement of the said term granted and in every subsequent seventh year computed as aforesaid to paint all outside wood and iron work stucco rendering and plaster work (if any) and other outside parts of the Building and other structures upon the Estate previously or which ought to be painted with two coats of good quality paint in a workmanlike manner provided that upon the decision of the majority of the Lessees of the flats in the Building the outside of the Building can be painted in such colour or colours as approved by the Lessor such approval not to be unreasonably withheld

4. AT all times during the Term :-

(a) To insure by or on behalf of the Lessor and keep insured at all times throughout the term hereby granted the Building from loss or damage by fire explosion or other risks and special perils normally insured and such other risks as the Lessor may from time to time require under a comprehensive policy with an insurance office of repute to the full reinstatement value thereof together with architects' and surveyors' professional fees and to pay all premiums necessary for the above within seven days after the same shall respectively become payable and to produce to the Lessor and the Lessee on demand for inspection the several policies of such insurance and the receipt for every such payment;

(b) In the event of the Building or any part thereof being destroyed or damaged as aforesaid forthwith to rebuild and reinstate the same under the directions and to the reasonable satisfaction of the Lessor and the Local Authority according to the plans elevations sections and specifications approved by the Lessor and by the Local Authority it being hereby agreed that all monies received by virtue of any insurance as aforesaid shall be applied so far as the same shall extend in so rebuilding and reinstating the Building

5. TO do all such acts matters and things as may in the reasonable discretion of the Residents Company be necessary or advisable for the proper maintenance or administration of the Flat and of the Building.

6. TO pay all rates (including water rates) taxes and other outgoings (if any) payable in respect of the Building.

7. TO employ Managing Agents (if required) and auditors to be approved in writing by the Lessor.

8. To set aside such sums of money as the Residents Company shall in its absolute discretion require to meet such future costs which the Residents Company expects or anticipates to incur in undertaking its obligations and covenants contained in this Lease and to replace maintain or renew such sums of money from time to time to be held by the Residents Company upon trust for the Lessee and

other lessees on the Estate entitled thereto and to be applied solely in accordance with the provisions of this Lease

PART 2

1. TO pay all existing and future rates taxes and assessments and outgoings now or hereafter imposed or payable in respect of the Reserved Property
2. Adequately insure the Reserved Property and keep it insured in the joint names of all persons having any interest therein against loss or damage by fire aircraft impact and explosion and such other perils as the Lessor thinks fit in a reputable insurance office and to take out and keep in force a policy of insurance in a reputable insurance office covering liability for injury to persons on the Estate in a sum of not less than £1,000,000.00 in respect of any one injury making all necessary payments for these purposes within seven days after the same become payable and to produce to the Lessee on demand the policies of such insurance and the receipt of every such payment
3. TO lay out all insurance monies in rebuilding and reinstating the Reserved Property or the part damaged or destroyed in accordance with the bye-laws regulations and planning permissions of any competent authority
4. To keep the Reserved Property and all fixtures and additions thereto in a proper state of repair decoration and condition including the renewal and replacement thereof Provided that nothing herein contained shall prejudice the Lessor'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 Lessor or any part of the Reserved Property by the negligence or other wrongful act or default of such person
5. To keep proper books of accounts of all costs charges and expenses incurred by it in carrying out its obligations under this Schedule and an account shall be taken on December 31 next and in every subsequent year of the amount of the said costs charges and expenses since the date to which the last preceding account was taken

(as the case may be) such costs charges and expenses to include the Lessor's managing agent's fees and expenses

6. The Residents Company shall estimate or cause an estimate to be made in advance of the said Service Charge and shall deliver such estimate to the Lessee by way of demand for payment by the Lessee on the 30th June or 31st December in each calendar year

7. The account taken in pursuance of the last preceding paragraph to be prepared by a Chartered Accountant (appointed by the Residents Company) who shall certify the total amount of and prepare a summary of the said Service Charge (including his fee) for the period to which the account relates and the proportionate amount due from the Lessee to the Residents Company and a copy of the said certificate and summary shall be supplied to the Lessee by the Residents Company

8. After the end of each calendar year the Residents Company shall deliver to the Lessee the certificate and summary referred to in paragraph 7 hereof
PROVIDED THAT

(i) if the said certificate and summary show that interim payments made by the Lessee exceed the Lessee's liability in respect of the year in question the balance shall be set off against the interim payment due on 30th June (and if necessary that due on 31st December) the following year and

(ii) Any costs charges or expenses (including value added or other tax thereon) incurred by the Residents Company in preparing or supplying copies of any rules and regulations referred to in paragraph 1 of this Schedule or on going works for the improvement of the Estate or providing services and employing gardeners or other employees relating thereto shall be deemed to have been properly incurred by the Residents Company in pursuance of its obligations under this Schedule hereto notwithstanding the absence of any specific covenants on the part of the Residents Company relating thereto and

(iii) The decision of the Residents Company under sub-paragraph (ii) of this paragraph and the said certificate (save for any manifest error) shall be final and binding on the Lessee

PROVIDED THAT nothing contained in this Fifth Schedule shall prejudice the Lessor'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 Lessor in respect of the whole or any part or parts of the Reserved Property by the negligence or other wrongful act of default of the Lessee or other such person

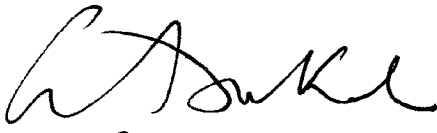
**THE SIXTH SCHEDULE hereinbefore referred to
DEED OF COVENANT**

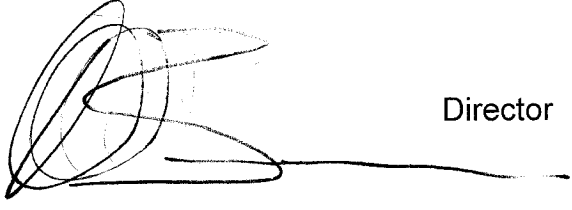
I/WE [] HEREBY COVENANT
with the [] THAT I/we at all times from
the day of duly pay all the Service Charge, rent and all
other sums becoming due under a Lease dated the day of
2000 and made between **LINDEN HOMES NORTH WEST LIMITED** of the first part
92 SALE RESIDENTS COMPANY LIMITED of the second part and [
] of the third part which was transferred to me by the
Registered Proprietor thereof by a Transfer of even date and executed
contemporaneously and will observe and perform all the covenants restrictions
stipulations and conditions therein contained and on the part of the Lessee to be
observed and performed whether running with the Lease or of a purely personal or
collateral nature to the same extent as if I/We were the original Lessee and party
thereto

Dated this day of 20

Executed as a Deed by the said)
)
in the presence of :-)

THE COMMON SEAL of LINDEN HOMES)
NORTH WEST LIMITED was hereunto)
affixed in the presence of:-)

 Director

 Director

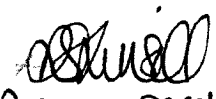
SIGNED as a Deed for and on behalf of)
92 SALE RESIDENTS COMPANY)
LIMITED in the presence of:-)

Director

Secretary

SIGNED as a DEED by the said)
JASON GORDON CLARK)
in the presence of:-)

 JGW sig

witness signature 
witness name Rebecca Sarah Linsell
witness address 296 Shamoo Vale Rd.
witness occupation Solicitor

Drainage and Water Enquiry

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

The information in this document refers to: -

Property: 19 DANE HOUSE 92 NORTHENDEN ROAD SALE M33 3UR

This document was produced by: -

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

Telephone 0870 7510101

Facsimile 0870 7510102

e-mail - property.searches@uuplc.co.uk

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 615469

This document was ordered by: -

Client Scout Legal Services

Address

58 Stanhope Road

Bowdon

Altrincham

WA14 3JL

Client Ref: HTGM/10130

FAO:

The following records were searched in compiling this report:-

The Map of Public Sewers, the Map of Waterworks, Water and Sewerage billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, Adoption of Public Water Mains records, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. All of these are held by United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP.

United Utilities Water PLC is liable in respect of the following: -

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

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

Received Date 28/05/2009 Response Date 01/06/2009

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

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

Informative Not Applicable

Q 2 Enquiries and Responses

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

The records were searched by Gareth Hindley for United Utilities who does not have, 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 Gareth Hindley for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

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

Residential Drainage and Water Search Complaint Procedure

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

As a minimum standard United Utilities will:-

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

Received Date 28/05/2009 Response Date 01/06/2009

**Question
Number**

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

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

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

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

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

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

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

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

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

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system, and do not hold details of these.

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

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

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

**Question
Number**

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

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

Informative Sewerage Undertakers are not responsible for any private drains or sewers that connect the property to the public sewerage system and do not hold details of these.

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

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

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

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

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

Informative This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be linked to a public sewer.

Where the property is part of a very recent or ongoing development and the sewers are not the subject of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.

**Question
Number**

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

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

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

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

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

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.
The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.
Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer, if any.
Assets other than public sewers may be shown on the copy extract, for information only.

**Question
Number**

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

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

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

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

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

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

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

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

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

**Question
Number**

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

Answer **United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the sewerage undertaker for the area.**

United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP is the water undertaker for the area.

Informative Not Applicable

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

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

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

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

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

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

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

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

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

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

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

**Question
Number**

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

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

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

Q 17 Is a surface water drainage charge payable?

Answer **Records confirm that a surface water drainage charge is payable for the property at £36.00 for each financial year.**

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

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

Answer **Records indicate that the property is served by a water meter, which is not located within the dwelling house which is or forms part of the property, and in particular is located:- boundary box right hand side.**

Informative Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:
United Utilities Water PLC, PO Box 246, Warrington, WA55 1EA, Tel: 0845 3037744,
Internet; www.unitedutilities.com

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

Answer **The property is billed for sewerage services by United Utilities Water PLC, P O Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.unitedutilities.com**

Informative Not applicable

Q 20 Who bills the property for water services?

Answer **The property is billed for water services by United Utilities Water PLC, P O Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.unitedutilities.com**

Informative This is the company to whom notification of change of occupier should be made upon completion of sale.

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

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

Informative A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.

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

"At Risk" properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Director General of Water Services.

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

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

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

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

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

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

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

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

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

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

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

Allowable exclusions:

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

Abnormal demand:

This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Water Undertakers should exclude from the reported DG2 - (Low Pressure Register) figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year Water Undertakers may exclude, for each property, up to five days of low pressure caused by peak demand.

Planned maintenance:

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

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

One-off incidents:

This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); fire fighting and action by a third party.

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

Low pressure incidents of short duration:

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

**Question
Number**

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

Answer **The analysis confirmed that tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations, except that 1 test of: -
8 tests failed to meet the standard for lead**

Informative Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health. Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12. The Water Undertaker carries out a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system. The data collected by the Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk. If you require further advice regarding these failures please see Question 12 for contact details.

**Question
Number**

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

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

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

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

Answer **The nearest Sewage Treatment Works is 0.23 miles (0.37km), North East of the property. The name of the Sewage Treatment Works is HORWICH WWTW, and the owner is United Utilities.**

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

Appendix 1 - General Interpretation

1. (1) In this Schedule-

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

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

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

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

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

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

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

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

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

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

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

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

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

"lateral drain" means-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

Appendix 2

DRAINAGE AND WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

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

Definitions

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

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

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

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

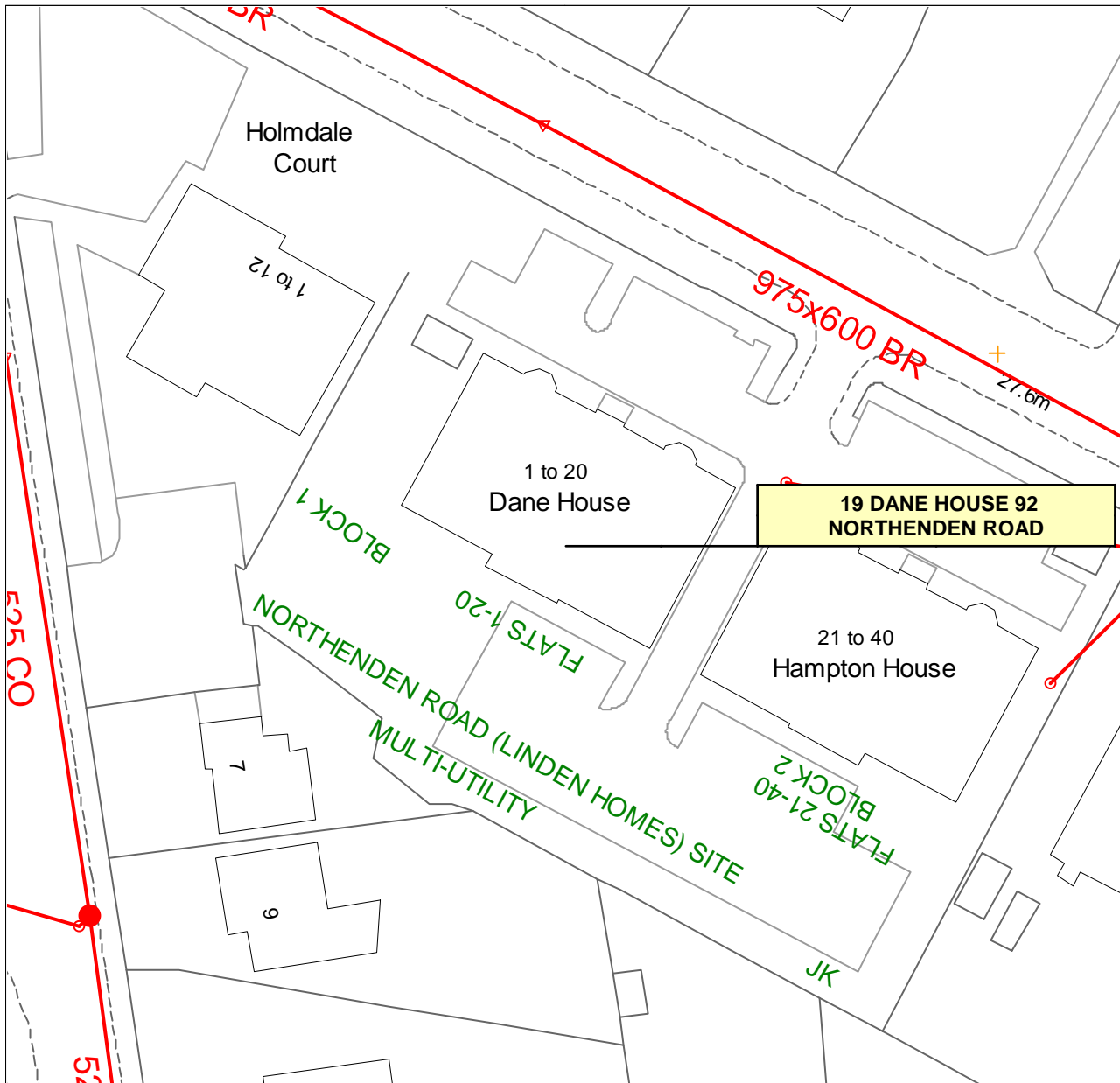
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

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

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

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

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



19 DANE HOUSE 92 NORTHENDEN ROAD SALE M33 3UR

Extract from the Map of Public Sewers



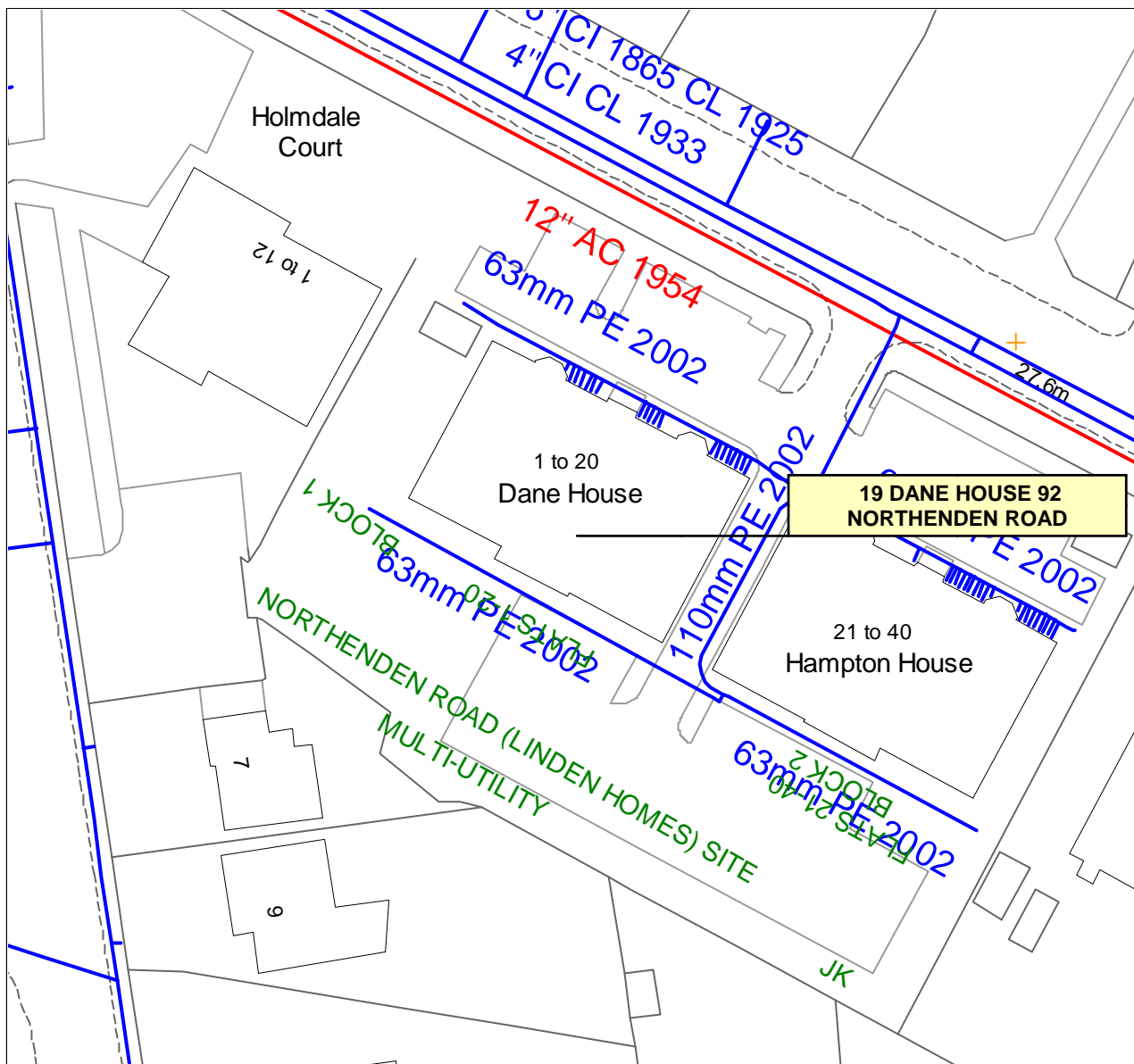
Legend
 Red or Brown - Foul Sewers
 Blue - Surface Water Sewers

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

Mapping By Gareth Hindley

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

© United Utilities Water PLC 2006. The plan is based upon the Ordnance Survey Map with the sanction of the Controller of H.M. Stationery Office. Crown and United Utilities Water PLC copyrights are reserved. Unauthorised reproduction will infringe these copyrights.







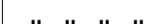


19 DANE HOUSE 92 NORTHENDEN ROAD SALE M33 3UR

Extract From the Map of Water Mains



WATER MAINS RECORDS

Legend

	Distribution Mains
	Trunk Mains
	Non Potable Mains
	Proposed Mains
	Disused Mains (these may still be live)
	District or Parish Boundary
	Development Outline

Mapping By Gareth Hindley

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

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Scout Legal Services

CON 29 REQUIRED ENQUIRIES OF THE LOCAL AUTHORITY

Search & Report Completed By: Scout Legal Services

Search Completion Date: 9th June 2009

Instructed By: HipsHomes Limited
Greyfriars House
18-20 Prince of Wales Road
Norwich, NR1 1LB

Our Reference: HTGM/222

Client Reference : Dr Simon Mark Wales/10130

Property Made Subject To Search : Flat 19 Dane House
92 Northenden Road
Sale
Cheshire, M33 3UR

Local Authority : Trafford Metropolitan Borough Council
Trafford Town Hall
Talbot Road
Stretford, M32 0TH

Report Produced by Scout Legal Services
58 Stanhope Road, Altrincham, Cheshire, WA14 3JL
Tel: 0161 929 6936/ Fax: 0161 929 6937
Email: admin@scoutlegalservices.co.uk

Scout Legal Services

ENTRIES IN THE LOCAL LAND CHARGES REGISTER

Part 3: Planning Charges

Town & Country Planning Act 1962
Borough of Sale Tree Preservation Order 1964 (No 3)
Dated 11.05.1964. Confirmed 18.09.1964.
Date of Registration 11.05.1964

Town & Country Planning Act 1971
Planning Reference: H/50925
Date of Registration 15.10.2001.

Town & Country Planning Act 1990 Section 106
Agreement between Trafford Borough Council & Linden Homes (NW) Ltd
relating to Dane Lodge Hotel re planning permission H/50925.
Agreement dated 01.10.2001.
Date of Registration: 30.10.2001.

Part 4: Miscellaneous Charges

Clean Air Act 1956 S.11
Trafford Smoke Control Order

End of Land Charges



Scout Legal Services

1. PLANNING AND BUILDING REGULATIONS

1.1 Planning and Building Decisions and Pending Applications

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

(a) Planning permissions

See Schedule 1

(b) Listed building consents

None

(c) Conservation area consents

None

(d) Certificate of lawfulness of existing use or development

None

(e) Certificate of lawfulness of proposed use or development

None

(f) Building regulation approvals

See Schedule 1

(g) Building regulation completion certificates

The vendor should be asked to provide completion certificates in respect of any works carried out as revealed under 1.1(f)

(h) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

Please note that building regulation records are not complete in this regard. Please contact Building Control on 0161 912 3015 or check with the vendor

Informative: The Council does not necessarily hold records of all self-certification schemes. The vendor should therefore be asked to provide any relevant certificates.

How can copies of any of the above be obtained?

Planning & Building Control, Waterside House, Sale, Greater Manchester, M33 7ZF.



Scout Legal Services

Schedule 1

1.1(a) Planning History

H/50925 Demolition of existing hotel and dwelling house and erection of
2 four-storey buildings to form 40 self-contained apartments.
Provision of associated car parking.
Approved Conditionally 15.10.01.

1.1 (f) Building Regulation History

T13080701 New apartments.
Building Notice accepted 03.08.01.

End of Schedule 1



Scout Legal Services

1.2 Planning Designations and Proposals

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

**Trafford Metropolitan Borough Revised UDP adopted 21st May 2004
Designation: Unallocated**

2. ROADS

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

(a) Highways maintained at public expense

**Northenden Road is adopted.
Access and parking areas within Dane House are unadopted.**

(b) subject to adoption and, supported by a bond or bond waiver

Not Applicable

(c) to be made up by a local authority who will reclaim the cost from the frontagers

Not Applicable

(d) to be adopted by a local authority without reclaiming the cost from the frontagers

Not Applicable

3. OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

No

3.2 Land to be acquired for Road Works

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

No



Scout Legal Services

3.3 Drainage Agreements and Consents

Does 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

**No pre-privatisation agreements revealed at the Local Authority.
Enquiries about drainage should be made to United Utilities Plc.**

(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 pre-privatisation agreements revealed at the Local Authority.
Enquiries about drainage should be made to United Utilities Plc.**

3.4 Nearby Road Schemes

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

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme

No

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

No

(c) the outer limits of construction works 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

No

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

No

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

No



Scout Legal Services

(f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (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

No

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?

No

3.6 Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which abut the boundaries of the property:

(a) Permanent stopping up or diversion

No

(b) Waiting or loading restrictions

No

(c) One way driving

No

(d) Prohibition of driving

No

(e) Pedestrianisation

No

(f) Vehicle width or weight restriction

No

(g) Traffic calming works including road humps

No

(h) Residents parking controls

No



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(i) Minor road widening or improvement

No

(j) Pedestrian crossings

No

(k) Cycle tracks

No

(l) Bridge construction

No

3.7 Outstanding Notices

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

(a) building works

No

(b) environment

No

(c) health and safety

No

(d) housing

No

(e) highways

No

(f) public health

No

3.8 Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?

No



Scout Legal Services

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) Enforcement notice

No

(b) Stop notice

No

(c) Listed building enforcement notice

No

(d) Breach of condition notice

No

(e) Planning contravention notice

No

(f) another notice relating to breach of planning control

No

(g) Listed building repairs notice

No

(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

No

(i) Building preservation notice

No

(j) Direction restricting permitted development

No

(k) an Order revoking or modifying planning permission

No

(l) an order requiring discontinuance of use or alteration or removal of building or works

No



Scout Legal Services

(m) Tree preservation order

Dane House is subject to a Tree Preservation Order

(n) proceedings to enforce a planning agreement or planning contribution

No

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

No

(b) an unimplemented resolution to designate the area a Conservation Area

No

3.11 Compulsory Purchase

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

No

3.12 Contaminated Land

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

(a) a contaminated land notice

No.

(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

No.

(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice?

No.

Informative: A negative reply to question 3.12 does not imply that the property or any adjoining land is free from contamination or the risk of it, and the reply may not disclose steps taken by another Council in whose area adjacent or adjoining land is situated.

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Report Produced by Scout Legal Services

58 Stanhope Road, Altrincham, Cheshire, WA14 3JL

Tel: 0161 929 6936/ Fax: 0161 929 6937

Email: admin@scoutlegalservices.co.uk



Scout Legal Services

3.13 Radon Gas

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

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

Informative: The most radon-prone areas, designated as Affected Areas, are defined as those with a greater than 1% chance of a house having radon above the Action Level.

For further information regarding Radon Gas please visit: www.hpa.org.uk/radiation/radon



Scout Legal Services

ADDITIONAL INFORMATION

- (a) The search report will be prepared with reasonable care and skill
- (b) A responsible person may copy or issue a copy of the report for the purposes of complying with the HIPs (No 2) Regulations 2007 and the Housing Act 2004
- (c) The provisions of the contract (a) may be enforced by (i) the seller; (ii) a potential or actual buyer of the property interest; and (iii) a mortgage lender in respect of the property interest; and (b) may be enforced by such persons in their own right, whether or not they are a party to the contract

Declaration of Relationship

“To the best of our knowledge neither the person who prepared this report nor the person who carried out the search has any current or previous personal or business relationship with any person involved in the sale of the property being the subject of this report”

Liability

Any negligent or incorrect entries in the records searched would be the responsibility of the information providers, this being the Local Authority where the Search has been requested. The Local Authority in question can be located at the front of this document.

Any negligent or incorrect interpretation of the records searched, and recording of that interpretation in the search report would be the responsibility of Scout Legal Services

Complaints Procedure

We have a formal written complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, you should submit it in writing to:

Teresa Hinde, The Compliance Officer, Scout Legal Services, 58 Stanhope Road, Bowdon, Altrincham, Cheshire, WA14 3JL

It will be handled as follows:

1. The complaint will be acknowledged within 5 working days of receipt;
2. We will normally deal with complaints fully within 4 weeks of receipt;
3. We will keep you informed by letter, telephone or email, as you prefer, if we need more time;
4. We will provide a “final response”, in writing within 8 weeks;
5. We will liaise, at your request, with anyone acting on your behalf

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

IPCAS can be contacted at:

IDRS Ltd, 24 Angel Gate, City Road, London EC1V 2PT

Phone: 020 7520 3800

Fax: 020 7520 3829

E-mail: info@idrs.ltd.uk



Scout Legal Services

Important Consumer Protection Information

This search has been produced by Scout Legal Services, 58 Stanhope Road, Altrincham, WA14 3JL, which is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on property search reports carried out on residential property within the United Kingdom. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

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

The Code's main commitments

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

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

Keeping to the Search Code

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

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

IPCAS Contact Details:

Telephone: 020 7520 3800

Email: info@idrs.ltd.uk

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

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



Report Produced by Scout Legal Services

58 Stanhope Road, Altrincham, Cheshire, WA14 3JL

Tel: 0161 929 6936/ Fax: 0161 929 6937

Email: admin@scoutlegalservices.co.uk



Important Consumer Protection Information

This Home Information Pack (HIP) has been produced by Hips Homes Limited t/a Hip2go - Customer Support 0845 017 6996 which is registered with the Property Codes Compliance Board as a subscriber to the HIP Code.

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

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

The Code's main commitments

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

Keeping to the HIP Code

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

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You can also get more information about the PCCB and IPCAS from the PCCB website at:

www.propertycodes.org.uk.

PLEASE ASK YOUR HIP PROVIDER IF YOU WOULD LIKE A COPY OF THE FULL HIP CODE.



