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home information pack



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Home Information Pack Index



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Important Protection

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

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

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

The Code's main commitments

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

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

Keeping to the HIP Code

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

Contact Details

The Property Codes Compliance Board: Please contact;

Telephone 020 7917 1817

Email: info@propertycodes.org.uk

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

Information for customers

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

Home Information Pack Sales Statement



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

1. Name(s) of seller

Mr S Ayling

2. Registered owners of property

JOHN ALBERT AYLING and MARIAN DOROTHY AYLING

3. Property address:

19
Selbourne House
Bourne End
Bucks
SL8 5JS

4. Is the property a flat or house?

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

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

- Purpose built block
 Converted house or
 Conversion of commercial premises

6. The property is (or will be):

- Freehold
 Commonhold
 Leasehold starting (or likely to start) from 19/03/1984 and with 25 years left on the lease

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

- Registered at Land Registry
 Unregistered

8. The property is being sold:

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

9. The capacity of the seller

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

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

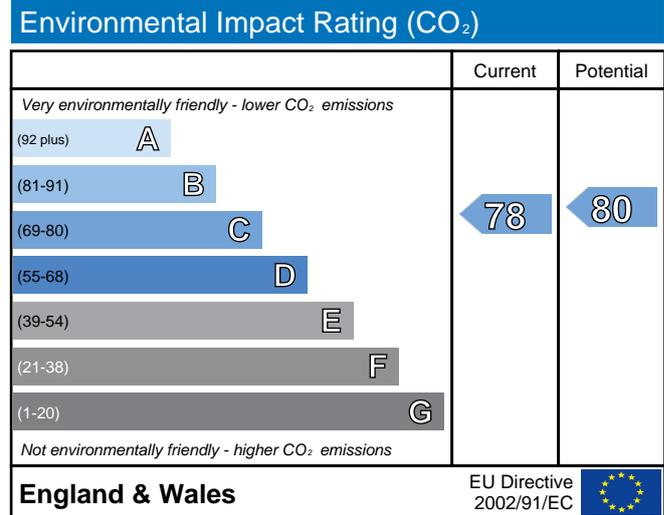
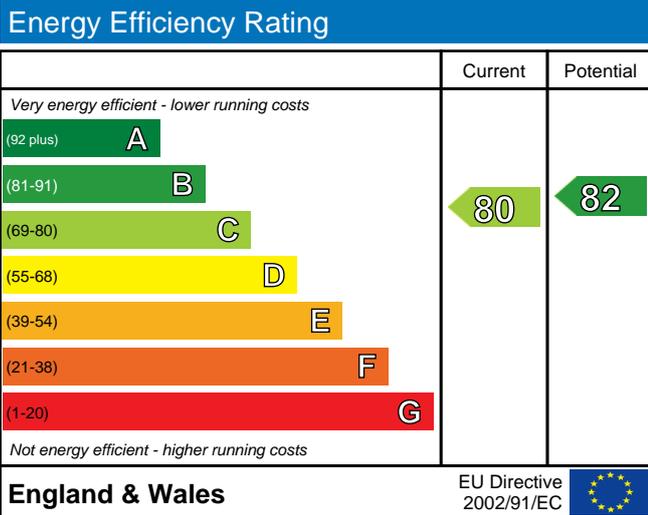
Energy Performance Certificate



19 Selbourne House Blind Lane
BOURNE END
Buckinghamshire
SL8 5JS

Dwelling type: Mid-floor flat
Date of assessment: 03 February 2010
Date of certificate: 03 February 2010
Reference number: 0976-2827-6925-9100-0635
Type of assessment: RdSAP, existing dwelling
Total floor area: 69 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 a home's impact on the environment in terms of carbon dioxide (CO₂) emissions. The higher the rating the less impact it has on the environment.

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

	Current	Potential
Energy use	160 kWh/m ² per year	150 kWh/m ² per year
Carbon dioxide emissions	1.8 tonnes per year	1.7 tonnes per year
Lighting	£73 per year	£37 per year
Heating	£254 per year	£260 per year
Hot water	£110 per year	£110 per year

The figures in the table above have been provided to enable prospective buyers and tenants to compare the fuel costs and carbon emissions of one home with another. To enable this comparison the figures have been calculated using standardised running conditions (heating periods, room temperatures, etc.) that are the same for all homes, consequently they are unlikely to match an occupier's actual fuel bills and carbon emissions in practice. The figures do not include the impacts of the fuels used for cooking or running appliances, such as TV, fridge etc.; nor do they reflect the costs associated with service, maintenance or safety inspections. Always check the certificate date because fuel prices can change over time and energy saving recommendations will evolve.

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



Remember to look for the energy saving recommended logo when buying energy-efficient products. It's a quick and easy way to identify the most energy-efficient products on the market. This EPC and recommendations report may be given to the Energy Saving Trust to provide you with information on improving your dwelling's energy performance.

About this document

The Energy Performance Certificate for this dwelling was produced following an energy assessment undertaken by a qualified assessor, accredited by BRE Certification, 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: BREC201956
Assessor's name: Jonathan Tedd
Company name/trading name: Tedd.co.uk
Address: 8, Hazel Close, Marlow, Bucks, SL7
3PW
Phone number: 01628 898 553
Fax number: 01628 898 553
E-mail address: jonathan@tedd.co.uk
Related party disclosure: No related party

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.breassessor.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 in the certificate describe how close this building could get to 100 if all the cost effective recommended improvements were implemented.

About the impact of buildings on the environment

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

The average household causes about 6 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. You could reduce emissions even more by switching to renewable energy sources. In addition there are many simple 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 Department for Communities and Local Government 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 Department is the controller of the data on the register for Data Protection Act 1998 purposes.
- Learn more about energy efficiency and reducing energy consumption.

Further information about Energy Performance Certificates can be found under Frequently Asked Questions at www.epcregister.com

Recommended measures to improve this home's energy performance

19 Selbourne House Blind Lane
BOURNE END
Buckinghamshire
SL8 5JS

Date of certificate: 03 February 2010
Reference number: 0976-2827-6925-9100-0635

Summary of this home's energy performance related features

The table below gives an assessment of the key individual elements that have an impact on this home's energy and environmental performance. Each element is assessed by the national calculation methodology against the following scale: Very poor / Poor / Average / Good / Very good. The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, no insulation (assumed)	Poor	Poor
Roof	(another dwelling above)	-	-
Floor	(other premises below)	-	-
Windows	Fully double glazed	Average	Average
Main heating	Boiler and radiators, mains gas	Good	Good
Main heating controls	Time and temperature zone control	Very good	Very good
Secondary heating	Room heaters, mains gas	-	-
Hot water	From main system	Good	Good
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency rating		C 80	
Current environmental impact (CO ₂) rating			C 78

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
1 Low energy lighting for all fixed outlets	£31	B 82	C 80
Total	£31		
Potential energy efficiency rating		B 82	
Potential environmental impact (CO₂) rating			C 80

Further measures to achieve even higher standards

None

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

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

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.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60°C.
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.
- Close your curtains at night to reduce heat escaping through the windows.
- If you're not filling up the washing machine, tumble dryer or dishwasher, use the half-load or economy programme.

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

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 BM162226

Edition date 13.02.2006

- This official copy shows the entries on the register of title on 03 Feb 2010 at 08:17:58.
- 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 03 Feb 2010.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Leicester Office.

A: Property Register

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

BUCKINGHAMSHIRE : WYCOMBE

- 1 (23.07.1991) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 19 Selbourne House, Spring Gardens, Bourne End and garage.

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

NOTE 2: As to the part tinted pink on the filed plan only the first floor flat is included in the title.

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

Date : 4 March 1991
Term : 125 years from 19 March 1984
Rent : £10 and additional rent
Parties : (1) Wycombe District Council
(2) Muriel Lucy Gilmore

- 3 The above mentioned Lease is made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.

- 4 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.

Title number BM162226

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 (20.09.1994) PROPRIETOR: JOHN ALBERT AYLING and MARIAN DOROTHY AYLING of 19 Selbourne House, Spring Gardens, Bourne End, Bucks.
- 2 (20.09.1994) The covenants implied under section 24(1)(a) of the Land Registration Act 1925 in the Transfer to the proprietor are modified.

End of register

These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 03 February 2010 shows the state of this title plan on 03 February 2010 at 08:17:58. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

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

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H.M. LAND REGISTRY		TITLE NUMBER
		BM 162226
ORDNANCE SURVEY PLAN REFERENCE	SU 8987	Scale 1/1250
COUNTY BUCKINGHAMSHIRE	DISTRICT WYCOMBE	© Crown Copyright 1990



Search Report

Requested by:-
Legals Direct Limited

Our Reference: **XX/X963683**
 Your Reference: **56315**
 Report Prepared by: **RMcKendrick**

Date: **15/02/2010**

REQUESTED FOR

19 Selbourne House
 Blind Lane
 Bourne End
 SL8 5JS

Council: Wycombe District Council

Local Authority Code: 0425

Search: HIP Search – Land Charges Register and Local Search

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

Freephone 0800 052 0117

Yours Faithfully



ONESEARCH DIRECT

SUMMARY OF SEARCH REPORT : 01425948

INVOICE NUMBER : E20849425

Search of Local Land Charges Register

The Search requested above reveals 2 registration/s described in the Schedule hereto

LOCAL Search

1.1. Planning and Building Regulations

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

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

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

1.2. Development Plans

Policies **Yes**

Proposals **No**

Recommendations **No**

2. Roads

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

Other Matters

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

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

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

3.4. Nearby Road Schemes **No**

3.5. Nearby Railway Schemes **No**

3.6. Traffic Schemes **No**

3.7. Outstanding Notices **No**

3.8. Contravention of Building Regulations **No**

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

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

3.11. Compulsory Purchase **No**

3.12. Contaminated Land **No**

3.13. Radon Gas **Yes**

Search of Local Land Charges Register

Subjects **19, Selbourne House, Blind Lane, Bourne End, Buckinghamshire, SL8 5JS.**
Date of Search Report: **15/02/2010**
Search Report No: **01425948**
Search Report Prepared by: **RMcKendrick**

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
W/88/7859 New pitched roof. Conditional Approval.	Wycombe District Council	Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB.	7/12/1988
Direction made by Bucks County Council and approved on 23 April 1959 under Article 4 of the Town & Country Planning General Development Order 1950 that the permission granted by Article 3 of the Order shall not apply within the area of the Wycombe Rural District to the erection of certain structures used for the purpose of poultry or poultry egg production.	Wycombe District Council	Queen Victoria Road High Wycombe Buckinghamshire HP11 1BB.	28/5/1959

Local Search Enquiries

Subjects **19, Selbourne House, Blind Lane, Bourne End, Buckinghamshire, SL8 5JS.**
 Date of Search Report: **15/02/2010**
 Search Report No: **01425948**
 Search Report Prepared by: **RMcKendrick**

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

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

Planning and Building Regulation Decisions and Pending Applications

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

Section 1.1 (a)	Planning Permissions	None		
Section 1.1 (b)	Listed Building Consents	None		
Section 1.1 (c)	Conservation Area Consents	None		
Section 1.1 (d)	Certificate of lawfulness of existing use or development	None		
Section 1.1 (e)	Certificate of lawfulness of proposed use or development	None		
Section 1.1 (f)	Building Regulations approvals	None		
Section 1.1 (g)	Building Regulations completion certificate	None		
Section 1.1 (h)	Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	Yes		
Application Number	Proposal	Decision	Decision Date	Application Type
07/00677/FEN SA	5 windows.	Registered	7-Dec-2006	Any Building Regulations Certificate or Notice Issued in Respect of Work Carried out under a Competent Person Self Certification

Informative

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

Planning designations and Proposals

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

Roads

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

(a)	Highway Maintainable at Public Expense	Yes		
Name	Carriageway	Footway	Footpath	Verge
Blind Lane, Bourne End	Public	Public	None	None
(b)	Subject to adoption and supported by a bond or bond waiver	No		
(c)	To be made up by a local authority who will reclaim the cost from the frontagers; or	No		
(d)	To be adopted by a local authority without reclaiming the cost from the frontagers?	No		

Land Required for Public Purposes

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

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

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

(a) An agreement to drain building in combination into an existing sewer by means of a private sewer	See Water Search
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(b) An agreement or consent for:- i. a building; or ii. an extension to a building on the property, to be built over in the vicinity of a drain, sewer or disposal main?	See Water Search
---	-------------------------

Nearby Road Schemes

3.4. Is the property (or will it be) within 200 metres of any of the following?	No
---	-----------

- (a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;
- (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;
- (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;
- (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
- (e) The centre line of the proposed route of a new road under proposals published for public consultation; or
- (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?

Nearby Railway Schemes

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

Traffic Schemes

3.6. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property -	No
(a) Permanent stopping up or diversion;	
(b) Waiting or loading restrictions	
(c) One way driving	
(d) Prohibition of driving	
(e) Pedestrianisation	
(f) Vehicle width or weight restrictions	
(g) Traffic calming works including road humps	
(h) Residents parking controls	
(i) Minor road widening or improvement	
(j) Pedestrian crossings	
(k) Cycle tracks; or	
(l) Bridge building?	

Outstanding Notices

3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule-	No
(a) Building Works;	
(b) Environment;	
(c) Health and Safety;	
(d) Housing;	
(e) Highways; or	
(f) Public health?	

Contravention of Building Regulations

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

Notices, Orders, Directions and Proceedings under Planning Acts

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

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

(b) Stop Notice	No
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(c) Listed Building Enforcement Notice	No
--	----

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

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

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

(g) Listed Buildings Repair Notice	No
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(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) A Building Preservation Notice	No
(j) A direction restricting permitted development	No
(k) An order revoking or modifying permission	No
(l) An order requiring discontinuance of use or alteration or removal of buildings or works	No
(m) A Tree Preservation Order	No
(n) Proceedings to enforce a planning agreement or planning contribution	No

Conservation Areas

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

Compulsory Purchase

3.11. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
---	----

Contaminated Land

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

No

- a) A contaminated land notice;
- b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -
 - I) A decision to make an entry; or
 - II) An entry; or
- c) Consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice?

Informative

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

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

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

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

Radon Gas

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

Yes

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

Informative

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

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

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

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

Notes

The Search Company

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

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Wycombe District Council at Queen Victoria Road, High Wycombe, Buckinghamshire, HP11 1BB**. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

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

Definition of Search Terms

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

Legal Issues

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

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

Liability and Insurance

13. . The local authority will be liable for any negligent or incorrect entry in the records searched.
- . Onesearch Direct will be liable for any negligent or incorrect interpretation of the records searched.
 - . Onesearch Direct will be liable for any negligent or incorrect recording of that interpretation in the search report.
14. You should be aware that the amount of financial compensation for which OneSearch may be liable in respect of this Search Report, and the liability under said insurance policy, is limited, as a maximum, to the amount the potential or actual buyer of the property in question reasonably believed to be the value (for the purposes of residential use) of the Subjects at the time the Search Report was completed.
15. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.
16. In connection with the Personal Local Search carried out in relation to the property, the transaction benefits from the inclusion of a Search Report Insurance Policy. This policy will cover you, the Insured, against Actual Loss incurred by you by reason of an Adverse Entry which existed at the Policy Date but was not fully disclosed to you in the Search Report, and against such a loss which you suffer because your conveyancer relies on a search obtained from OneSearch Direct;

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

Complaints Procedure

17. OneSearch Direct is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

If you want to make a complaint, we will:

- Acknowledge your complaint within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
- Provide a final response, in writing, at the latest within 40 working days of receipt
- Liaise, at your request, with anyone acting formally on your behalf

If you are not satisfied with our final response, you may refer the complaint to The Property Ombudsman scheme (TPOs); Tel: 01722 333306, email: admin@tpos.co.uk.

We will co-operate fully with the Ombudsman during an investigation and comply with his decision.

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

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

Tel: 0800 052 0117

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

HIP Provider:	Legals Direct Limited
Solicitor/Conveyancer:	Legals Direct Limited

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

Search Prepared by:	RMcKendrick
Local Authority Records Inspected by:	CBlackman

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY

keyfacts[®]

1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

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

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

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

8. Claims.

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

9. Queries.

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

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/07/09.

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

11. Compensation

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

12. Price

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

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

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

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

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

5 Who regulates us? OneSearch Direct Limited is an appointed representative of First Title Insurance.. First Title's FSA Registration number is 202103. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

**Search Report Insurance Policy
Demands & Needs Statement and Suitability**

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

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

We only deal with First Title Insurance plc for Search Report Insurance, Our recommendation is based upon First Title Insurance plc being an insurance company authorised and regulated by the Financial Services Authority and a subsidiary of The First American Corporation, a Fortune 500 company listed on the New York Stock Exchange and the world's leading provider of title information and property related services.

Please also refer to the attached policy summary and retain the document, along with this letter, for future reference.

SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct Limited

Policy Number : 60-029-000000

1. Definitions

In this policy unless the context otherwise requires:

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

2. Coverage Statement

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

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

3. Exclusions

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

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

4. Continuation of indemnity

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

5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 07/09
- 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0870 389 2171

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

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

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

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

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 07/09 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by OneSearch Direct Limited, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow, G3 8EP, which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the 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 firms compiling and/or selling search reports have to meet. By giving you this information, your search provider is confirming that they keep to the principles of the Code. This provides important protection for you.

The Code's core principles

Search providers which subscribe to the Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £5,000 to you if he finds that you have suffered actual 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 TPOs or to the PCCB.

TPOs Contact Details:

The Property Ombudsman scheme
Beckett House
4 Bridge Street
Salisbury
Wiltshire SP1 2LX
Tel: 01722 333306
Fax: 01722 332296
Email: admin@tpos.co.uk

You can get more information about the PCCB from www.propertycodes.org.uk.

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

Residential

CON29DW Drainage & Water Search



Onesearch Direct
512600 Glasgow 5

Search address supplied 19
Selbourne House
Blind Lane
Bourne End
Buckinghamshire
SL8 5JS

Your reference D687725

Our reference DWS/DWS Standard/2010_1710142

Received date 3 February 2010

Search date 5 February 2010

Responses as required by the Home Information Pack Regulations
(Statutory Instrument 2007 No 1667).

Please Note:

Thames Water implemented a new improved geographical information mapping system on 27 July 2009, and you will therefore notice some minor changes to the symbols used on the Thames Water plans within the drainage and water enquiries. We have included a detailed key to help you with interpretation but if you have any queries, please call our customer service team on 0118 9251504.

Thames Water Utilities Ltd

Property Insight
PO Box 3189
Slough SL1 4WW

DX 151280 Slough 13

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

CON29DW
DRAINAGE AND WATER ENQUIRY

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

Residential

CON29DW Drainage & Water Search



Search address supplied: 19, Selbourne House, Blind Lane, Bourne End,
Buckinghamshire, SL8 5JS

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

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

The following records were searched in compiling this report: - the Map of Public Sewers, the Map of Waterworks, Water and Sewer billing records, Adoption of Public Sewer records, Building Over Public Sewer records, the Register of Properties subject to Internal Foul Flooding, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register. Thames Water Utilities Ltd (TWUL), Clearwater Court, Vastern Road, Reading RG1 8DB, holds all of these.

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

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

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

Thames Water Utilities Ltd

Property Insight
PO Box 3189
Slough SL1 4WW

DX 151280 Slough 13

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

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

Residential

CON29DW Drainage & Water Search



Q1 – Interpretation of CON29DW Drainage and Water Search

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

Q2 – Enquiries and Response

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

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

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

For your guidance:

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

Thames Water Utilities Ltd

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

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No. 2366661, Registered office
Clearwater Court, Vastern Road
Reading RG1 8DB

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

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

For your guidance:

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

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

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

For your guidance:

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

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Q5 – Does surface water from the property drain to a public sewer?

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

For your guidance:

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

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Q6 – Are any sewers or lateral drains serving or which are proposed to serve the property the subject of an existing adoption agreement or an application for such an agreement?

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

For your guidance:

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

Q7 – Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property.

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

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

For your guidance:

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

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

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

Q13 – Is the property connected to mains water supply?

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

For your guidance:

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

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

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

For your guidance:

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

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

The charges are based on the rateable value of the property of £235.00 and the charge for the current financial year is £298.35.

For your guidance:

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

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

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

For your guidance:

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

Q17 – Is a surface water drainage charge payable?

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

For your guidance:

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

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

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

For your guidance:

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

Q19 – Who bills the property for sewerage services?

The property is billed for sewerage services by;

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

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

Q20 – Who bills the property for water services?

The property is billed for water services by;

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

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

Q21 – Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?

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

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For your guidance:

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

Q22 – Is the property at risk of receiving low water pressure or flow?

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

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For your guidance:

- The boundary of the property has been determined by reference to the plan supplied. Where a plan was not supplied the Ordnance Survey Record was used.
- “Low water pressure” means water pressure below the regulatory reference level, which is the minimum pressure when demand on the system is not abnormal.
- Water Companies are required to include in the Regulatory Register that is presented annually to the Director General of Water Services, properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level)
- The reference level of service is a flow of 9 litres/minute at a pressure of 10metres / head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres/head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or the Institute of Plumbing handbook.
- **Allowable exclusions** The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply.
- **Abnormal demand:** This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand, which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.
- **Planned maintenance:** Companies should not report under DG2 (Low Pressure Register) low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low-pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
- **One-off incidents:** This exclusion covers a number of causes of low pressure; mains bursts; failures of company equipment (such as pressure reducing valves or booster pumps); firefighting; and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

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- **Low-pressure incidents of short duration:** Properties affected by low pressures, which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.
- Please contact your water company mentioned in Question 12 if you require further information.

Q23 – Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

The analysis confirmed that all tests met the standards prescribed by the 2000 Regulations or the 2001 Regulations.

For your guidance:

- Thames Water investigates all infringements of drinking water quality standards and takes appropriate corrective actions to resolve any problems. If there were any risk to public health from the quality of drinking water supplied, the Company would have informed customers immediately and advised not to drink the water until the issue had been resolved.
- Water companies have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
- In England and Wales these regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value, which would be detrimental to public health.
- Water quality is normally tested at the tap used for domestic consumption, normally the kitchen. However, the householder is responsible for any of deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
- If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your water company mentioned in Question 12 for further advice.

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- The Water Company undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.
- The data collected by the company is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operation can be examined. Further information may be found at www.dwi.gov.uk
- If you require further advice regarding these failures, please contact your Water Company mentioned in Question 12.

Q24 – Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations from the provisions of Part 3 of those Regulations.

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

For your guidance:

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

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

The nearest sewage treatment works is 1.818 kilometres to the west of the property. The name of the nearest sewage treatment works is LITTLE MARLOW STW.

For your guidance:

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

Payment for this Search

A charge of £50.06 will be added to your account.

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

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

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Residential Drainage & Water Search Sewer Key

Public Sewer Pipes (Operated & Maintained by Thames Water)

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

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

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

Other Symbols

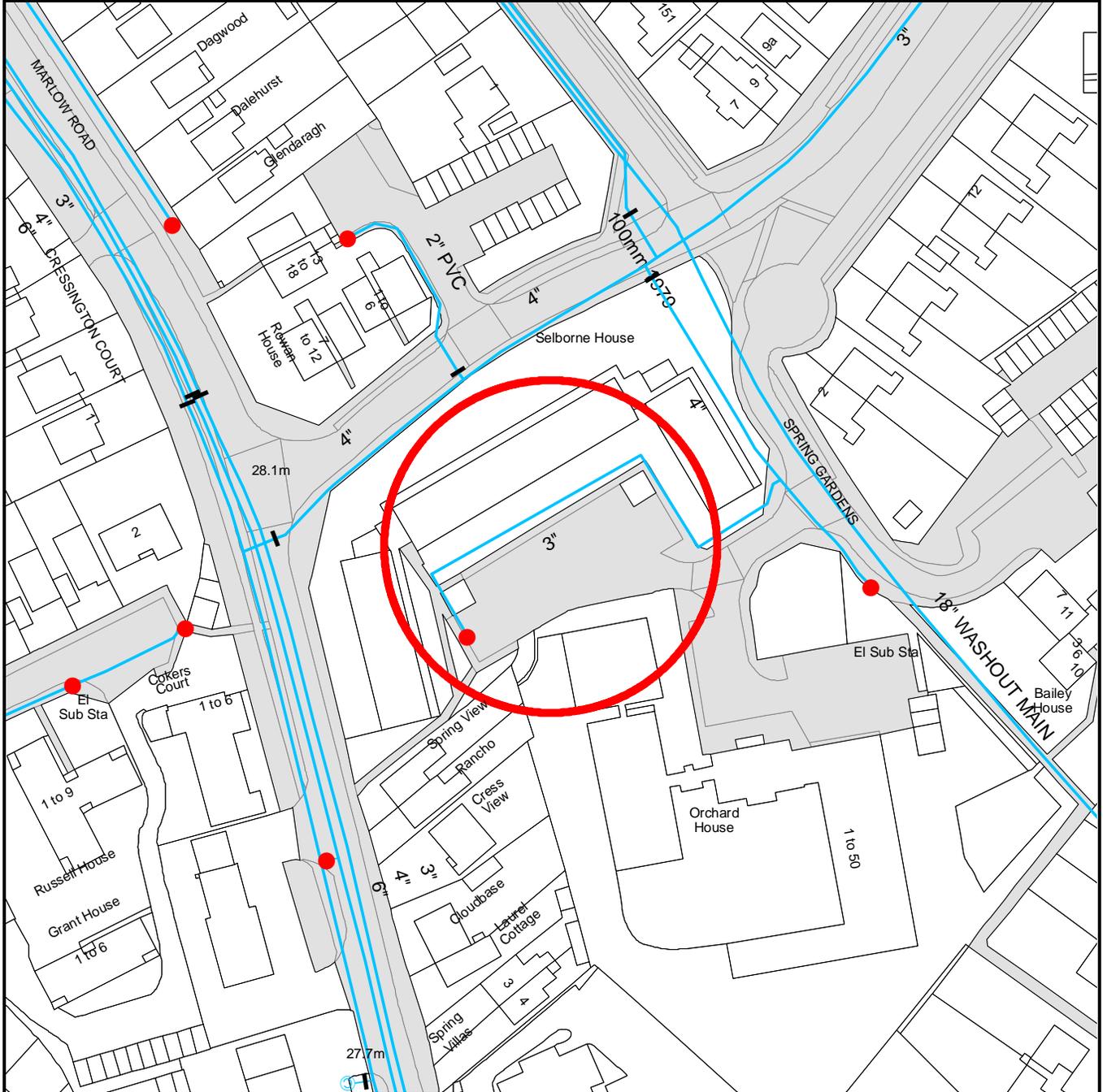
-  **Undefined Ends:** These symbols represent the point at which a pipe continues but no records of its position are currently held by Thames Water. These symbols are rare but may be found on any of the public sewer types.
-  **Public/Private Pumping Station:** Foul or Surface water pumping station.

Notes:

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

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

**Residential CON29DW Drainage & Water Search Water Map-DWS/DWS
Standard/2010_1710142**



The width of the displayed area is 200m

The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual position of mains and services must be verified and established on site before any works are undertaken.

Based on the Ordnance Survey Map with the Sanction of the controller of H.M. Stationery Office, License no. WU298557 Crown Copyright Reserved.



Residential Drainage & Water Search Water Key

Public Water Pipes (Operated & Maintained by Thames Water)

-
-
-
-
-
-
-

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

-
-
-
-

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

-
-

Depth of Water Pipes (Normal Cover)

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

Note:

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

CON29DW DRAINAGE & WATER ENQUIRY (DOMESTIC).
TERMS AND CONDITIONS

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

Definitions

'The Company' means Thames Water who produces the Report.

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

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

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

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

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

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



Property Information Questionnaire

Part 1

About this form:

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

If you are the seller, you should be aware -

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

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

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

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

If you are an estate agent you should be aware -

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

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

If you are the buyer you should be aware -

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

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

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

All properties

a. The postal address of the property 19, Selbourne House, Bourne End, Bucks, SL8 5JS

b. The name(s) of the seller(s) Mr S Ayling

c. The date the PIQ was completed 03/02/2010

1. When was the property purchased? Nov/1994

2. Is your property a listed building or contained in a listed building? Yes No Don't Know

3. What council tax band is the property in?

A
 B
 C
 D
 E
 F
 G
 H

4. What parking arrangements exist at your property?

Garage
 Allocated parking space
 Driveway
 On street
 Residents permit
 Metered parking
 Shared parking
Other:

Other issues affecting the property

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

5a. If "yes" please give details.

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

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

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

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

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

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

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

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

Utilities and services

10. Is there central heating in your property?

Yes No Don't Know

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

gas fired

11. Has the central heating been serviced?

Yes No Don't Know

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

July/2009

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

Yes No

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

Yes No Don't Know

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

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

Yes No

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

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

Changes to the property

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

Yes No Don't Know

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

14b. Was building regulation approval obtained?

Yes No Don't Know

14c. Was planning permission obtained?

Yes No Don't Know

14d. Was listed building consent obtained?

Yes No Don't Know

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

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

Yes No Don't Know

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

new windows and door

Access

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

Yes No Don't Know

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

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

Yes No Don't Know

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

Leasehold properties

18. Is your property a leasehold property?

Yes No

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

Part 2 Leasehold properties

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

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

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

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

19a. ground rent; and

wycombe district council

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

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

100 ?

21. How much is your current rent?

10

22. How much is your current annual service charge?

400

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

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

Yes No Don't Know

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

25. Does this prevent you from -

25a. Sub-letting?

Yes No Don't Know

25b. Keeping pets?

Yes No Don't Know

26. Does the lease allow you to:

26a. Use a car park or space?

Yes No Don't Know

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

Yes No Don't Know

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

Yes No Don't Know

27a. If "yes", please specify

BM 1622 ^{DP 12.}
B

DATED 4th March 1991

WYCOMBE DISTRICT COUNCIL

to

2

MURIEL LUCY ~~GILMOUR~~ ^{GILMORE}

X *[Signature]*

LEASE

- of -

Examined against the original
at the offices of Kitson & Trotman
Beaminster, Dorset, and
certified a true copy
thereof... *Kitson & Trotman*

19 SELBOURNE HOUSE
SPRING GARDENS
BOURNE END
BUCKS

(FIRST FLOOR FLAT)

(AND SEPARATE GARAGE)

Land Registry
Official Copy
This copy may not be the same
size as the original

THIS LEASE made the Fourth day of March One thousand
nine hundred and ninety-~~ONE~~ ONE B E T W E E N WYCOMBE DISTRICT COUNCIL of District
Council Offices Queen Victoria Road High Wycombe in the County of Buckingham
(hereinafter called "the Landlord") of the one part and MURIEL LUCY ~~GILMORE~~ GILMORE of 19
Selbourne House Spring Gardens Bourne End in the said County (hereinafter called "the
Tenant") of the other part

WITNESSETH as follows:-

1. IN this Lease where the context admits
 - (1) "The Landlord" includes the person or persons for the time being entitled to the reversion immediately expectant on the determination of this Lease
 - (2) "The Tenant" includes the successors in title of the Tenant
 - (3) "The demised premises" means all the property described in the First Schedule hereto and shall where the context so admits include any part of the Property
 - (4) "The Estate" means the Landlord's adjoining estate
 - (5) "Adjoining land of the Landlord" means the Estate and all other adjoining or neighbouring land or buildings in which the Landlord has for the time being a freehold or leasehold interest
 - (6) "The Landlord's Surveyor" means the Head of Valuation Services or other appropriate officer or agent of the Landlord
 - (7) "The Landlord's Solicitor" means the District Solicitor or other the Solicitor for the time being of the Landlord
 - (8) "The Freehold" means the interest of the Landlord in fee simple in reversion immediately expectant on the determination of this Lease
 - (9) "Relevant Period" means 3 years from the date hereof
 - (10) "The Council" means Wycombe District Council or any successor Authority
 - (11) "The Health and Housing Manager" means the Landlord's Health and Housing Manager for the time being
 - (12) "The Treasurer" means the Landlord's Treasurer for the time being

the respective rents specified in the Fourth Schedule hereto at the times and in the manner therein specified

3. THE Tenant covenants with the Landlord and with and for the benefit of the owners and tenants of other properties in the estate holding properties on similar terms and with the intention of binding the demised premises into whosoever hands the same may come as follows:-

(1) To pay the rents specified in the Fourth Schedule hereto at the times and in the manner therein mentioned

(2) To pay all rates taxes charges assessments impositions and outgoings whatsoever now or at any time during the term payable in respect of the demised premises or by the owner or occupier thereof

(3) In the Seventh year of the term and in every seventh year thereafter and also during the last six months or at the sooner determination of the term to prepare and paint varnish and polish all inside wood iron and other work usually painted varnished or polished and prepare and paint or paper all inside walls and ceilings usually painted or papered and so often as may be necessary to keep them in good condition and of good appearance and to clean and treat in an appropriate manner all other inside parts of the demised premises

(4)(i) At all times to maintain repair and clean and keep in good and tenantable repair order and condition the interior of the demised premises and it is HEREBY AGREED AND DECLARED that there is included in this covenant as repairable by the Tenant (including replacement whenever such becomes necessary) the glass in the windows and doors of the demised premises and the floors and ceilings of and in the demised premises (but not the joists or beams to which the said floors and ceilings are attached) all Landlords fixtures and fittings shutters locks hinges fastening and other internal fittings non-structural walls interior plasterwork tiling and other surfaces of the said floors ceilings and walls and all other items within the demised premises which exclusively serve the demised premises and whether or not below the surfaces of the said floors ceilings and walls and the exterior door of the demised premises except the external surface thereof and all appurtenances in upon and belonging to the demised premises

(ii) TO keep in tenable repair and condition and replace when necessary all cisterns tanks pipes wires ducts conduits and any other thing installed for the purposes of supplying or in connection with cold or hot water gas electricity television and radio and for the purposes of draining away water and soil or for allowing the escape of steam or other deleterious matter from the demised premises in so far as such pipes wires ducts conduits or other things are solely installed or used only for the purposes of the demised premises

(5) To have all works of decoration treatment and repair required to be done by the Tenant under any provision of this Lease carried out in a good and workmanlike manner with appropriate materials of good quality

(6) To make good in accordance with the provisions of the Lease all defects in the repair decoration treatment or cleansing of the demised premises of which notice in writing shall be given by the Landlord to the Tenant within such reasonable period as shall be specified in the notice

(7) To permit the Landlord and its agents at all reasonable times (and in an emergency at any time) to enter upon and view the condition of the demised premises and if the Tenant at any time fails to carry out any works of repair decoration treatment or cleansing required by the Lease to permit the Landlord and all persons authorised by the Landlord to enter the demised premises and carry out such works at the expense of the Tenant and to repay to the Landlord on demand the cost of such works (including surveyors fees and charges reasonably incurred in connection with them) provided that the Landlord's rights of re-entry under Clause 6(1) of this Lease shall not be prejudiced by any such entry or the carrying out of such works

(8) Not to allow any encroachment to be made on or any easement acquired over the demised premises

(9) Not without the previous consent in writing of the Landlord:-

(a) To make or permit any alteration or addition to the structure of the demised premises nor to cut injure or damage any part thereof or do anything which may lessen the rights of other parts of the building to be supported by the demised premises

- (b) To make or permit any alteration to the rear boundary fence of the demised premises nor to make any provision for the parking of vehicles within the rear garden (if any) of the demised premises
- (c) To remove trees shrubs plants or lawns from or alter in any way the layout and nature of any planted areas of the estate
- (10) Not to display any advertisement nor to erect on the demised premises or any part thereof any wireless or television aerial advertisement board or hoarding without the previous consent in writing of the Landlord
- (11) Not to do or suffer or permit to be done in on or over the demised premises anything which in the opinion of the Landlord is or might become a nuisance annoyance or disturbance or source of damage to the Landlord the owners or occupiers of the adjoining or neighbouring property or which might tend to lessen or depreciate the value of the demised premises or the property in the neighbourhood
- (12) Not to carry on upon the demised premises or any other part of the building any trade profession or any noisy or obnoxious activity or business nor to use the demised premises for any other purpose whatsoever other than as a single private dwelling in the occupation of a single family
- (13) Not to store trade or business materials or produce or petrol or other inflammable spirit or explosive matter in or on the demised premises and if the demised premises are situated on the second storey of the building or higher not to use liquid propane gas appliances or store liquid propane gas upon any part of the demised premises
- (14) Not to sell or suffer to be sold any wines spirits or intoxicating liquors of any kind on the demised premises or any part thereof
- (15) Not to hold or permit or cause to be held any sale by auction on the demised premises
- (16) Not to redecorate the external wall surfaces of the demised premises or change the external appearance of the building in any way
- (17) At the expense of the Tenant to execute and do all such works and things whatever as may now or any time during the term be directed or required by any national local or other

public authority to be executed or done on or in respect of the demised premises or by the owner or occupier of the demised premises and to pay and indemnify the Landlord against all fees charges penalties claims and expenses to be paid or incurred thereunder or which may be payable for obtaining any necessary approvals to any of the said works or matters done or to be done on or in respect of the demised premises

(18) To obtain all licences permissions and consents and to do and execute all works and things and to bear and pay all expenses levies and taxes required or imposed by any existing or future legislation in respect of any works carried out by the Tenant on the demised premises or any user of the demised premises during the term

(19) To give immediate notice to the Landlord of any notice or order or proposal for a notice or order served under any statute order regulation or byelaw on the Tenant or any under-lessee or occupier of the demised premises and if so required by the Landlord to produce to the Landlord any such notice or proposal and at the request and cost of the Landlord to make or join in making such representations in respect of any such notice or order or proposal as the Landlord may reasonably require

(20)(a) At all reasonable times during the term and upon reasonable notice to permit the Landlord and all persons authorised by the Landlord to fix and maintain sale boards or notices on any part of the exterior of the demised premises and to enter and inspect the demised premises with a view to the sale of the Landlord's interest in the demised premises

(b) At all reasonable times during the term and upon reasonable notice to permit the Landlord and all persons authorised by the Landlord to fix and maintain letting boards or notices on any part of the exterior of the demised premises and to enter and inspect the demised premises with a view to the reletting of the demised premises at the end of the term

(21) Not to assign any part of the demised premises and upon any assignment of the whole of the demised premises to procure from the assignee a covenant directly with the Landlord (and also a separate covenant directly with every other tenant in the building under a lease similar to that herein contained) for the benefit of the building and of the adjoining land of the Landlord or any other adjoining or neighbouring property and each and every part

thereof and with the intention that the assignee shall continue to be bound to observe and perform all the covenants by the Tenant herein contained

(22) Upon an underlease or sublease of the demised premises to procure from any underlessee or sublessee thereunder like covenants to those referred to in sub-clause (21) hereof

(23) Within 21 days after any transfer charge assignment or devolution of the demised premises:-

(a) to give notice in writing of such transfer charge assignment or devolution and the name address and description of the transferee chargee assignee or person upon whom the relevant term may have devolved (as the case may be) to the Landlord

(b) to produce to the Landlord a certified copy of every instrument of transfer charge assignment or devolution and

(c) to pay to the Landlord in respect of every such document a registration fee of £10.00 or such greater sum as shall reasonably be required by the Landlord

(24)(a) Not to do or permit to be done on the demised premises any act or thing by reason or in consequence of which any increase or extra premium may become payable for the insurance of the demised premises or the building or the adjoining land of the Landlord or any policy for such insurance may become void or voidable

(b) In the event of the demised premises or any part thereof being destroyed by fire or other insured risk at any time during the term and the insurance money under any policy of insurance effected thereon by the Landlord being by reason of any act or default of the Tenant wholly or partially irrecoverable forthwith in every such case to rebuild and reinstate at his own expense the building so destroyed or damaged to the satisfaction and under the supervision of the Landlord the Tenant being allowed towards his expense of so doing upon such rebuilding and reinstatement being completed the amount (if any) actually received by or on behalf of the Landlord in respect of such destruction or damage under any such insurance as aforesaid

(c) If at any time the Tenant is entitled to the benefit of any insurance on the demised premises then to apply all moneys received by virtue of such insurance in making good the loss or damage in respect of which the same shall have been received

(d) To notify the Landlord in writing within 24 hours of any fire in the demised premises or other event likely to lead to a claim on the Landlord's insurance relating to the demised premises

(25) To pay to the Landlord all costs charges and expenses (including solicitor's counsel's and surveyor's costs charges and fees) reasonably incurred by the Landlord in or in contemplation of any proceedings in respect of this Lease under Sections 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof for the time being in force and in granting any consent or approving any plans or specifications under any provisions of this Lease

(26) At all times to keep the Landlord indemnified against all actions proceedings costs damages claims demands and liability for or in respect of any breach during the term of any of the covenants or agreements on the part of the Tenant contained in this Lease or any restrictive covenant or other agreement for the benefit of third parties affecting the demised premises

(27) Upon the expiration or sooner determination of the term quietly and peaceably to deliver up possession of the whole of the demised premises to the Landlord in the condition in which the same ought to be having regard to the covenants on the part of the Tenant herein contained together with all additions and improvements made thereto and all fixtures which may at any time during the said term be affixed to or upon the demised premises other than tenants fixtures PROVIDED THAT the Tenant may from time to time (but only with the previous written consent of the Landlord and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted

(28) Not to place or permit to be placed or parked on any part of the demised premises or the building any caravan boat or vehicle of any description whatsoever other than a roadworthy private motor car subject to the terms of Clause 3(9)(b) hereof

(29) To maintain good and sufficient boundary walls and fences along the boundaries of the demised premises marked with a "T" on the ground floor plan (if any)

(30)(a) To keep any yards paths and other parts of the demised premises not covered with buildings in a clean and tidy condition and free from litter refuse and obstruction and not to hinder the free and uninterrupted use thereof by all persons entitled so to do

(b) To keep any gardens of the demised premises in good order properly cultivated and free from weeds

(31) Not to encroach on any adjoining land of the Landlord nor at any time to obstruct or otherwise so interfere with the access of light or air to any adjoining land of the Landlord as to make it fall below the quantity now enjoyed by such land

(32) At all reasonable times during the said term to permit the Landlord their licensees agents and employees and (as respects works in connection with the buildings or any neighbouring or adjoining premises) their tenants with workmen and others upon giving three days previous notice in writing (or in the case of emergency at the Landlord's discretion without notice) to enter upon the demised premises or any part thereof for the purpose of repairing any part of the building or any other adjoining or contiguous premises and for the purpose of making repairing maintaining supporting rebuilding cleansing lighting and keeping in good condition all roofs foundations damp courses sewers drains pipes cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the estate or any part thereof and also for the purpose of laying down maintaining repairing and testing drainage gas and water pipes and electric wires and cables for similar purposes and also for the purposes of cutting off water to the demised premises or any other premises on the estate in respect whereof the tenant or occupier shall have made default in paying his share of the water rate the Landlord or their tenants (as the case may be) making good all damage occasioned thereby to the demised premises

- (33) Not to throw dirt rubbish rags or other refuse or permit the same to be thrown into the sinks baths lavatories cisterns or waste or soil pipes in the demised premises
- (34) Not to play or use any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind in the demised premises so as to cause annoyance to the owners tenants and occupiers of the flats or of any other premises or so as to be audible outside the demised premises between the hours of 11.00 p.m. and 7.00 a.m.
- (35) Not to hang clothes or other articles from the windows of the demised premises or any part of the demised premises except in any area which the Landlord may provide for that purpose
- (36) Not to keep any fowl or animals on the demised premises without the previous written consent of the Health and Housing Manager and any dogs shall be kept on a lead in all parts of the demised premises or the building used in common with the Landlord or other tenants
- (37) Not to erect any type of structure or fencing gates apparatus greenhouse or shed on the demised premises without the written consent of the Landlord
- (38) Not to park or permit to be parked any motor vehicle upon any open spaces or grassed areas on the estate
- (39) To perform and observe and to indemnify the Landlord against any liability for breach of all and singular the restrictive covenants conditions restrictions and stipulations to which the Landlord's title to the demised premises and the estate is subject (the Landlord having supplied full and sufficient details of the same to the Tenant prior to the grant of this Lease) in so far as the same are still subsisting and capable of taking effect and affect the demised premises
- (40) Not to permit an habitual drunkard to reside in or frequent the demised premises nor to use or permit to be used the demised premises for immoral or improper purposes
- (41) Not to permit or suffer the Tenant's children (if any) or their friends' or visitors' children to play upon any staircase or landing or the retained parts
- (42) If so required by the Landlord in order to deaden sound to cover the floor of the demised premises with felt or such other material as the Landlord shall direct in addition to the usual carpet and floor covering

(43) Not to cause any obstruction in or on the approaches private roads or passageways adjacent to or leading to the Building or to any adjoining land of the Landlord

(44) To keep the internal and external surfaces of the windows in the Demised Premises cleaned

(45) To bear the cost of making good any damage to any part of the Retained Parts or to the adjoining land of the Landlord caused by any act omission or negligence of any occupant or person using the Demised Premises

(46) Not to interfere with or obstruct any workman employed by either the Landlord or the tenants of the flats or of any adjoining property in the performance of his duties

(47) Not to use the garage forming part of the Demised Premises except as a domestic garage for accommodating one private motor vehicle only nor to run the engine of any such vehicle any longer than is necessary for the immediate purpose of ingress or egress to or from such garage

(48) Not to use the separate lockup store situated on the ground floor of the building and forming part of the demised premises for any purpose save for the storage of things the storage of which is not prohibited by the provisions hereof nor subject to regulation by any competent authority

4. THE Landlord covenants with the Tenant as follows:-

(1) That so long as the Tenant pays the rents reserved by the Fourth Schedule of this Lease and complies with all the terms and conditions of this Lease the Tenant may subject as hereinbefore provided quietly hold and enjoy the demised premises during the term without any lawful interruption by the Landlord or any person claiming under or in trust for the Landlord except in relation to the carrying out by the Council of the powers of any public or local Act of Parliament or any Byelaws or Regulations made thereunder

(2)(a) At all times during the term (except only during such times if any as such insurance may be avoided by the Act or omission of the Tenant) to keep the demised premises insured against loss or damage by fire and such other risks as the Landlord shall deem desirable or expedient with a reputable insurance office in the full reinstatement value thereof (such value to be determined by the Landlord's Surveyor) and if requested by the Tenant to make

available for the inspection of the Tenant the policy and receipt for the last premium in respect of such insurance the Tenant reimbursing the Landlord the cost of such insurance in accordance with Clause 2 of the Fourth Schedule hereto

(b) If the demised premises or any part thereof is destroyed or damaged by fire or other risk covered by the Landlord's insurance to lay out any policy monies which may be received in respect of such destruction or damage in the rebuilding or reinstatement with all convenient speed of the demised premises or the part thereof which has been so destroyed or damaged provided always that if the demised premises or the part thereof so destroyed or damaged cannot be rebuilt or reinstated for any reason such policy monies shall belong to the Landlord and to the tenant in the proportion which the values of their respective interests in the demised premises bear to one another

(3) That the Landlord shall require every person to whom it shall hereafter grant a lease or transfer of any property in the building to covenant to observe restrictions similar to those set forth in Clause 3 hereof in so far as those restrictions are applicable to that property and that (if so required by the Tenant) the Landlord will use its best endeavours to enforce the covenants similar to those set forth in Clause 3 hereof entered into or to be entered into by the Tenant or Purchaser of any property in the building on the Tenant indemnifying the Landlord against all costs and expenses in respect of such enforcement and providing such security in respect of costs and expenses as the Landlord may reasonably require

(4) That (subject to contribution and payment as provided in the Fourth Schedule hereto) the Landlord will maintain and keep in good substantial repair and condition:-(i)the retained parts and the main structure of the demised premises including the foundations and the roof thereof with its gutters and rain water pipes

(ii) all such gas water pipes drains and electric cables and wires in under and upon the estate as are enjoyed or used by the tenant in common with the owners or tenants of the other properties other than those repairable by the tenant under the terms of Clause 3 hereof

(iii) the main entrance passages landings staircases and forecourt of the building other than those repairable by the tenant under the terms of Clause 3 hereof and the paths and roads

on the estate enjoyed and used by the tenant in common as hereinafter provided and the boundary walls and fences of the estate

(5) That (subject as aforesaid) the Landlord will so often as reasonably required but not less than the end of the sixth year hereof and every sixth year thereafter decorate the exterior of the building in the manner in which the same is at the time of this demise decorated or as near thereto as circumstances permit

(6) To pay all existing and future rates water services charges taxes assessments and outgoings now or hereafter imposed or payable in respect of the building other than those payable by the Tenant under the terms hereof or by the Tenants of the flats either under their respective leases tenancy agreements or under the general law

(7) That (subject as aforesaid) the Landlord will so far as practicable use its best reasonable endeavours to keep clean and reasonably lighted the passages landings staircases and other parts of the retained parts so enjoyed or used by the Tenant in common as aforesaid to such standard as the Landlord considers fit and at its sole discretion the Landlord may provide a caretaker for the purpose of carrying out its obligations under this sub-clause if it considers the same to be reasonably necessary

5. ANY internal dividing walls separating the demised premises from any adjoining property on the Estate are party walls and the rights and liabilities in respect thereof shall be in accordance with S.38(1) of the Law of Property Act 1925

6. THIS Lease is subject to the following overriding provisions:-

(1) The Landlord and any person authorised by the Landlord may re-enter the demised premises and immediately determine the term if any rent or other sum due under this Lease is at any time in arrear and unpaid for 21 days after becoming due (whether formally demanded or not) or if the Tenant at any time fails to perform or observe any of the Tenant's covenants or any of the other terms or conditions of this Lease PROVIDED THAT such re-entry shall not prejudice any right of action or remedy of the Landlord and PROVIDED further and without prejudice to the Landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the tenant of whom the Landlord has received proper notice pursuant to Clause 3(23) hereof before commencing any proceedings for forfeiture of this Lease

(2)(a) If the whole or any part of the demised premises is destroyed or damaged by fire or other risks covered by the Landlord's insurance so as to be unfit for use then (unless the insurance monies are irrecoverable by reason of any act or omission of the Tenant) the rents payable under this Lease or a fair proportion of them according to the nature of the destruction or damage sustained shall cease to be payable until the demised premises or part thereof which was destroyed or damaged is again fit for use such abatement to be in full satisfaction of all claims for damage by the Tenant against the Landlord arising out of such destruction or damage

(b) Any dispute as to the amount of any abatement under this sub-clause shall be referred to a single arbitrator appointed (in default of agreement) by the President for the time being of the Royal Institution of Chartered Surveyors

(3) Nothing herein contained shall be deemed to be a consent or approval of the Landlord in any capacity other than as freeholder of the demised premises

(4) During the subsistence of any mortgage or charge made between the Landlord and the Tenant (if any) the Tenant shall have no right of appropriation in respect of any payment made by him to the Landlord which does not discharge all monies then due to the Landlord from the Tenant under this Lease and any such mortgage or charge

(5) Notwithstanding anything herein contained the Landlord shall be under no greater liability either to the tenant or to persons who may be permitted to enter and use the building or any adjoining property for accidents injuries sustained or for loss of or damage to goods or chattels in the building or in any adjoining property or in any part thereof whether arising from the negligence of the Landlord or that of any servant or agent of the Landlord otherwise than from the obligations involved in the common duty of care PROVIDED THAT the Landlord shall not be liable for any of the occurrences hereinbefore mentioned arising from the Landlord not having performed and observed any of its covenants and obligations hereunder unless the Landlord shall have been given sufficient notice of the result of there having been any omission in such observance and performance in which to enable it to remedy the same

7. WHERE the Tenant consists of two or more persons:-

(1) All the covenants agreements and obligations contained herein on the part of the Tenant shall be deemed to have been made jointly and severally by all such persons with the Landlord and the masculine gender shall include the feminine gender and the singular shall include the plural and vice versa

(2) The Tenant shall hold this Lease upon trust to sell the same with power to postpone sale and shall hold the net proceeds of sale and the net rents and profits until sale in trust for the said persons as joint tenants beneficially

8. ANY consent approval determination authority or notice required to be given by the Landlord shall be in writing and shall (except where the context otherwise provides or requires) be given under the hand of the Landlord's Solicitor for the time being of the Landlord and any notice to the Landlord shall be in writing and shall be deemed to be sufficiently served if sent by recorded delivery and addressed to the Landlord's Solicitor at the address for service of the Landlord current at the time of such service and any notice to the Tenant shall be deemed sufficiently served if left or sent by recorded delivery to him at the demised premises

9. IF any dispute or question whatsoever shall arise between the parties hereto with respect to the construction or effect of this Lease or any clause or thing herein contained or the rights duties or liabilities of either party under this Lease or otherwise in connection with the demised premises the matter in difference shall be determined by a single arbitrator in accordance with the Arbitration Acts 1950 and 1979 or any statutory enactment in that behalf for the time being in force

10. IT IS HEREBY AGREED AND DECLARED that all covenants by the Tenant and the stipulations and restrictions herein contained may and shall be enforceable by any Tenant from time to time of any of the flats or by the owner for the time being of the freehold interest in the adjoining land of the Landlord in succession to the Landlord personally against the Tenant as if such Tenant or owner had been a party to this Lease and the Tenant had entered into the relevant commitment directly with such Tenant or owner

11. For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Landlord's rights powers duties and obligations in the exercise of its functions as a local

authority and the rights powers duties and obligations of the Landlord under all public and private Statutes bye-laws orders and regulations may be as fully and effectually exercised in relation to the demised premises as if they were not the Landlord of the demised premises and this lease had not been executed by them

12. Any reference herein to the Housing Act 1985 or any other Act shall include any statutory enactment in their behalf for the time being in force

13. (a) The Tenant hereby covenants as a separate covenant with the Council as follows:

(1) Not to assign his interest in the demised premises or grant a sub-lease of the demised premises for a term of more than twenty-one years otherwise than at a rack rent during the relevant period following the grant of this Lease without repaying to the Landlord on demand the appropriate amount calculated in accordance with Section 155 of the Housing Act 1985 (as amended by the Housing and Planning Act 1986)

(2) The covenant by the Tenant in sub-clause (1) hereof shall be a Charge on the demised premises and shall take effect in accordance with Section 156 of the Housing Act 1985 (as amended by the Housing and Planning Act 1986) as if it had been created by deed expressed to be by way of legal mortgage and having priority after any legal charge securing any amount left outstanding by the Tenant or advanced to him by a body specified in Section 156(4) of the Housing Act 1985 (as amended by the Housing and Planning Act 1986) for the purpose of enabling him to acquire the demised premises or further advanced to him by that body AND the Landlord and the Tenant hereby apply to the Chief Land Registrar for the appropriate note of such Charge to be entered on the Charges Register of the Tenant's title

(b) IT IS HEREBY AGREED AND DECLARED that a discount of FORTY-ONE THOUSAND THREE HUNDRED POUNDS (£41,300) has been agreed between the parties hereto

14. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds THIRTY THOUSAND POUNDS (£30,000)

IN WITNESS whereof the Landlord has caused its common seal to be affixed to this Deed and the Tenant has signed this instrument as the Tenants Deed in the presence of the person(s) mentioned below the day and year first before written

THE FIRST SCHEDULE

Description of Property

ALL THAT the flat on the first floor of Selbourne House and being flat number 19 within the building and known as 19 Selbourne House Spring Gardens Bourne End aforesaid extending from one moiety of the structure beneath the floor thereof up to one moiety of the structure above the ceiling thereof and including one moiety of all walls dividing it from the flats and/or the retained parts and the whole of all windows and doors in such walls and their frames (but excluding all parts of the main structure of the Building) shown for the purposes of identification only edged in red on the first floor plan and marked "19" thereon TOGETHER WITH the separate garage being the larger of the premises shown for the purposes of identification only edged red on the ground floor plan and marked "GARAGE" thereon and known as Garage Number 19 Loddon Road Garage Site Bourne End aforesaid AND TOGETHER WITH the separate lock up store room being the smaller of the premises shown edged red on the ground floor plan and marked "STORE" thereon

THE SECOND SCHEDULE

Rights granted to the Tenant

Subject to the Tenant contributing and paying as provided in the Fourth Schedule hereto there are also included in this Lease the following rights (in common with the Landlord and all other persons now having or hereafter to be granted the like rights)

(1) The rights at all times and for all purposes connected with the permitted user of the demised premises with or without private motor vehicles to pass and repass over the Landlord's estate roads

(2) The right to the free flow of water soil gas and electricity through the sewers drains pipes gutters wires and cables serving the demised premises and the right of connection to any television or radio receiving aerials in the ownership of the Landlord which are now or at any time within the period of eighty years from the date hereof are in under or passing

through the demised premises or the building or are on the adjoining land of the Landlord with power to enter into and upon the flats and any adjoining land of the Landlord for the purposes of repairing renewing maintaining inspecting or cleaning the same and for carrying out any of the Tenants obligations under this Lease subject to the Tenant causing as little disturbance as possible and making good all damage thereby caused

(3) The right of support for the demised premises from the adjoining land and buildings thereon of the Landlord and from other parts of the building with power to enter upon such adjoining land and the building and the flats upon reasonable notice being given (except in a case of emergency) for the purpose of repairing renewing maintaining inspecting or cleaning such parts of the demised premises to which access cannot reasonably be obtained from the demised premises

(4) Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for the purposes of access to and egress from the demised premises to pass and repass over and along any forecourt and through and along the main entrance and passages landings and staircases leading to the demised premises as are not included in any of the flats and to use any forecourt associated with the demised premises as are not included in any of the flats PROVIDED THAT the same shall not be used for the purpose of playing games or any other purpose likely to cause offence or constitute a nuisance to other tenants

(5) The benefit of the restrictions stipulations conditions and regulations imposed by any leases similar to this lease and already granted in respect of any of the flats and of all covenants made with the Landlord by any Tenants under any such leases so far as the same affect the demised premises

(7) The right to use the communal dustbin area shown edged yellow on the ground floor plan and marked "BIN AREA" for the keeping therein of a dustbin SUBJECT TO contribution as provided in the Fourth Schedule hereto

(8) The right to use in common with the tenants of the flats and their visitors the communal garden areas shown edged and hatched orange on the ground floor plan and any grassed areas within the curtilage of the buildings TOGETHER WITH any amenities facilities

and/or services provided for the common use of the tenants of the flats not included in the lease of any of the flats subject to such reasonable rules and regulations for the common enjoyment thereof as the Landlord may from time to time prescribe and SUBJECT TO contribution as provided in the Fourth Schedule hereto

(9) A right of way with or without private motor vehicles at all times for all purposes for the tenants and the occupiers for the time being of the demised premises and their servants and licensees (in common with the Landlord and all other persons having the like right) over and across the parts of the land shown edged and hatched brown on the ground floor plan SUBJECT TO the payment of a fair proportion of the cost of maintaining such land in repair in accordance with the provisions of the Fourth Schedule hereto

(10) A right of way on foot only at all times for the purpose of gaining access to and egress from the demised premises for the tenants and the occupiers for the time being of the demised premises and their servants and licensees (in common with the Landlord and all other persons having the like right) over and across the part of the land and building shown coloured brown on the ground floor plan SUBJECT TO the payment of a fair proportion of the cost of maintaining such land in repair in accordance with the provisions of the Fourth Schedule hereto

(11) A right of way on foot only at all times for the purpose of gaining access to and egress from the demised premises for the tenants and the occupiers for the time being of the demised premises and their servants and licensees (in common with the Landlord and all other persons having the like right) over and across the part of the land and building shown coloured brown on the first floor plan SUBJECT TO the payment of a fair proportion of the cost of maintaining such land in repair in accordance with the provisions of the Fourth Schedule hereto

(12) A right of way on foot only at all times for the purpose of gaining access to and egress from the demised premises for the tenants and the occupiers for the time being of the demised premises and their servants and licensees (in common with the Landlord and all other persons having the like right) over and across the part of the land and building shown coloured brown on the second floor plan SUBJECT TO the payment of a fair proportion of the

cost of maintaining such land in repair in accordance with the provisions of the Fourth Schedule hereto

(13) A right for the Tenants and the occupiers for the time being of the demised premises and their servants and licensees (in common with the Landlord and all other persons having the like right) to park one roadworthy private motor vehicle in one only of the parking bays shown edged green on the ground floor plan if a parking space is available SUBJECT TO the payment of a fair proportion of the cost of maintaining such land in proper repair and condition and well and sufficiently drained in accordance with the provisions of the Fourth Schedule hereto

(14) The right to use the communal drying area shown edged pink on the second floor plan for the purposes of drying the Tenant's own washing subject to contribution as provided in the Fourth Schedule hereto

THE THIRD SCHEDULE

Exceptions and Reservations

The following rights are excepted and reserved out of the Lease to the Landlord and all persons authorised by the Landlord the Tenants for the time being of the flats and their successors in title and all other persons now or at any time hereafter entitled to similar rights

(1) The right to the free flow of water soil electricity gas and other matters from and to the flats the building and the adjoining land of the Landlord and all buildings now or at any time during the period of eighty years from the date hereof to be constructed on such land through the sewers drains pipes wires and other service installations which are now or at any time during the said period on in under or over the demised premises together with the right for the Landlord and all persons authorised by the Landlord and the Tenants for the time being of the flats to enter on the demised premises for the purposes of inspecting repairing cleansing maintaining or constructing the said sewers drains pipes wires and other service installations subject to their making good all damage caused by such entry except insofar as such entry may be necessitated by any default of the Tenant

(2) the right to rebuild or alter any of the buildings now or at any time during the period of eighty years from the date hereof constructed on any of the adjoining land of the Landlord

and to build upon or use any such land at any time or times and in any manner and for any purposes whatever notwithstanding any interference with or damage to the demised premises caused thereby or any interference with the user or enjoyment of the demised premises or the access of light or air to the demised premises resulting therefrom provided that the Landlord shall make good or (at the option of the Landlord) pay reasonable compensation for all physical damage to the demised premises so caused

(3) the right to enter the demised premises upon reasonable notice at all reasonable times (and in an emergency without notice at any time) with all necessary tools equipment and vehicles

(a) for the purpose of examining the condition of the demised premises or any of the adjoining land of the Landlord or of the flats

(b) for the purpose of carrying out to the demised premises or any of the adjoining land of the Landlord or the flats any works of building alteration repair decoration or cleaning whatever (including the installation alteration maintenance repair or renewal of the whole or any part of any water drainage sewage heating ventilation or waste disposal system any electrical or other power installation any telephone television or other communication system and any other apparatus or equipment)

(c) for all other reasonable purposes provided that the Landlord shall make good or (at the option of the Landlord) pay reasonable compensation for all physical damage to the demised premises so caused

(4) the right of support for all parts of the building the adjoining land of the Landlord and the flats from the demised premises

(5) all rights of drainage eavesdrop passage of light air and water and all liberties privileges and advantages now used or enjoyed (whether as easements reputed easements quasi-easements or otherwise and whether or not continuous apparent or reasonably necessary) with any of the adjoining land of the Landlord or the building or the flats

(6) the right to erect and maintain such wireless television and hi-fi aerials within the roof space of the building as the Landlord may deem appropriate for the use of the occupiers of

the building and to run wires connecting such aerials or aerial to the receiving sets in the demised premises with the conduits provided

(7) The right at the sole discretion of the Landlord to install in the building and the demised premises a controlled entry system for the benefit of the Tenant and the Tenants or occupiers of the flats

THE FOURTH SCHEDULE

Rents

The following rents are hereby reserved:-

1. The ground rent of Ten Pounds (£10) per annum for the term hereby granted payable annually in advance on the first day of April in each year a first proportionate part calculated to the 31st March following the date hereof to be payable on the date hereof
2. An additional rent payable annually in advance of a sum equal to all such sums as the Landlord may from time to time expend for keeping insured the demised premises in accordance with Clause 4(2) hereof
3. An additional rent being a fair proportion of the costs and expenses incurred by the Landlord for the purposes of complying or in connection with the fulfilment of its obligations under sub-clauses (4) to (7) inclusive of Clause 4 of this lease subject to the provisions of paragraph 18 of the Sixth Schedule of the Housing Act 1985 (as amended by the Housing and planning Act 1986)
4. Upon the Landlord exercising the right to install a controlled entry system reserved by clause (7) of the Third Schedule hereto a fair proportion of the cost of installation and maintenance of the said controlled entry system
5. A fair proportion of the cost of maintaining the accessways shown edged and hatched brown on the ground floor plan
6. A fair proportion of the cost of maintaining the car parking areas edged green on the ground floor plan
7. A fair proportion of the cost of maintaining the communal bin store area shown edged yellow on the ground floor plan and marked "BIN AREA" thereon

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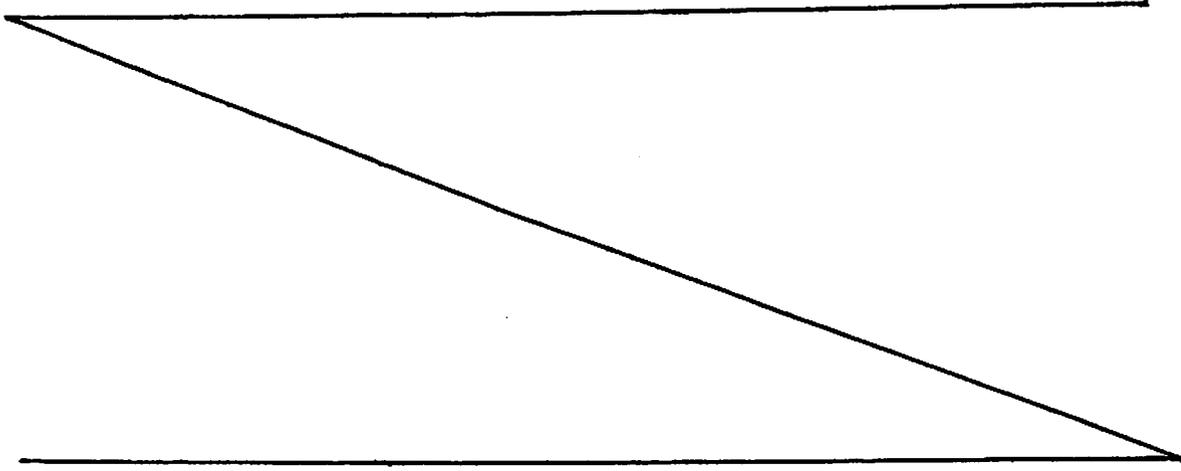
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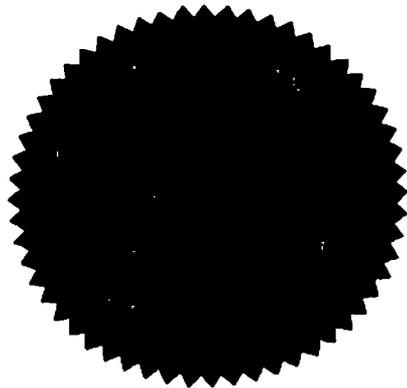
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- 8. A fair proportion of the cost of maintaining the communal garden areas shown edged and hatched orange on the ground floor plan
- 9. A fair proportion of the cost of maintaining the parts of the land and building shown coloured brown on the ground floor plan the first floor plan and the second floor plan respectively
- 10. A fair proportion of the cost of maintaining the communal clothes drying area shown edged pink on the second floor plan
- 11. An advance payment in such sum as the Landlord shall in any year estimate to be appropriate in respect of the Tenant's liability under Clauses 2 to 10 of this Schedule ("the annual costs") payable on the 1st April and 1st October in each year by two equal payments (and so in proportion for any period of less than six months) a first proportionate payment to be made on the date hereof for the period to the next due date for payment PROVIDED THAT
 - (a) the advance payment above referred to may (after having made an allowance for any reserves in hand) be estimated by the Landlord for the purpose of providing a reserve fund to meet part or all of the annual costs as the Landlord anticipates will or may arise thereafter during the term
 - (b) if in any accounting period the annual costs actually expended by the Landlord shall exceed the annual contribution of the tenant as hereinbefore provided and if a certificate signed by the Treasurer stating the amount by which the annual costs exceeds the annual contribution shall be served upon the Tenant then the Tenant shall pay to the Council within the period of twenty-eight days commencing on the date of such certificate a fair proportion of the amount shown in such certificate and if in any accounting period the annual costs shall



be less than the annual contribution the difference (being the unexpended surplus) shall be applied towards the annual costs in future years of the term

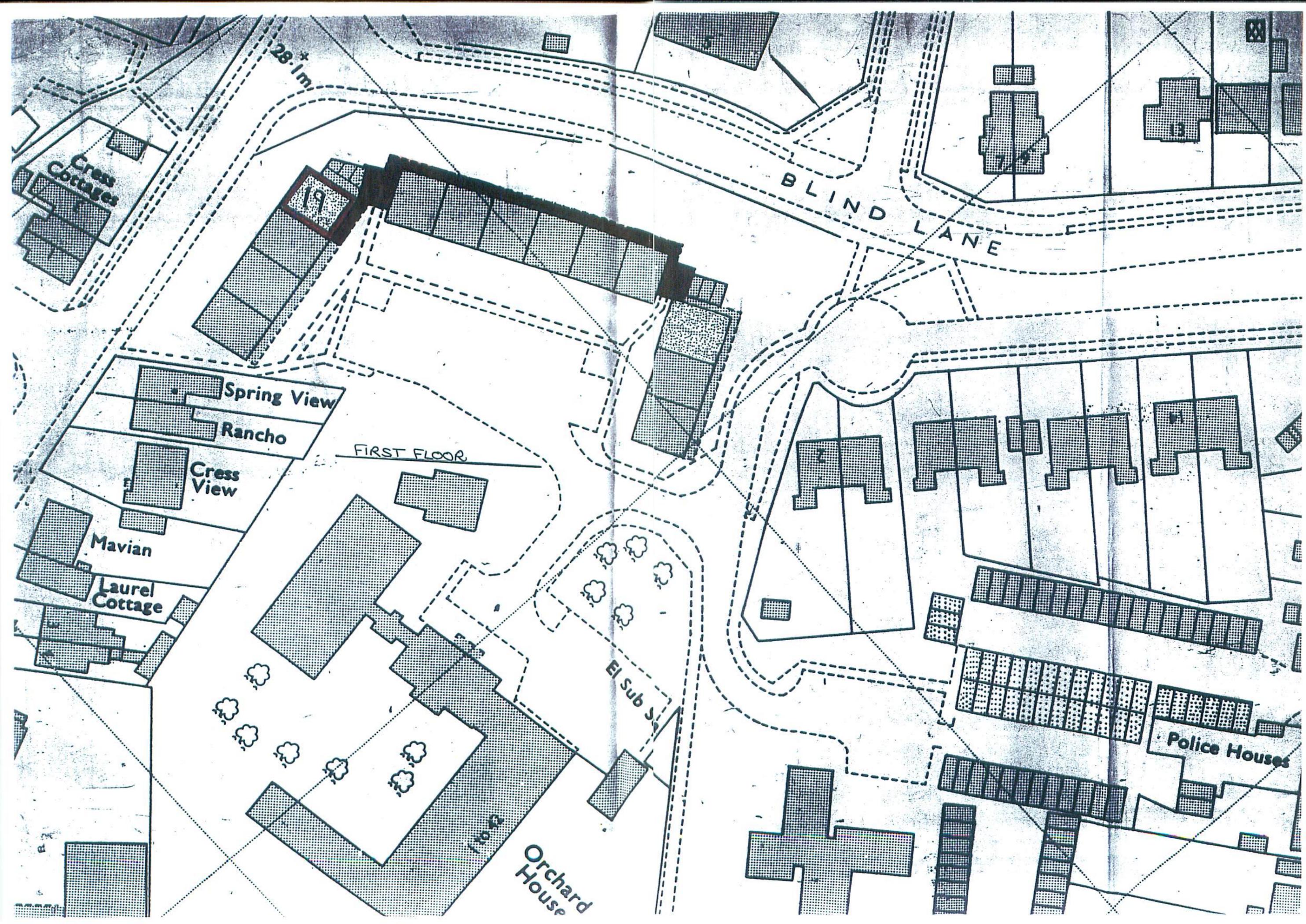
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Cress Cottages

BLIND LANE

Spring View

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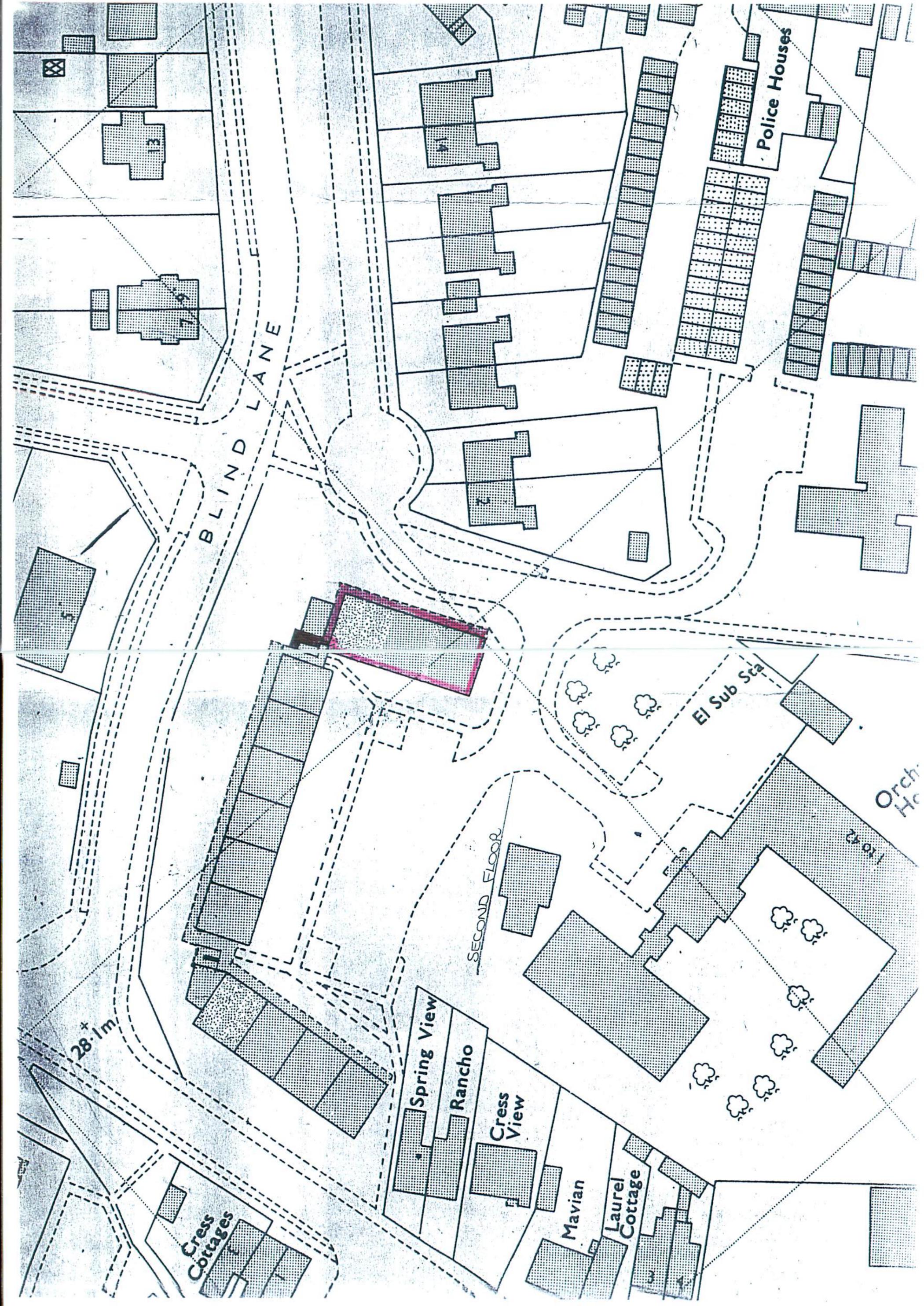
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