

movewithus

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4 Gemini Court, 852 Brighton Road, Purley, Surrey CR8 2FD

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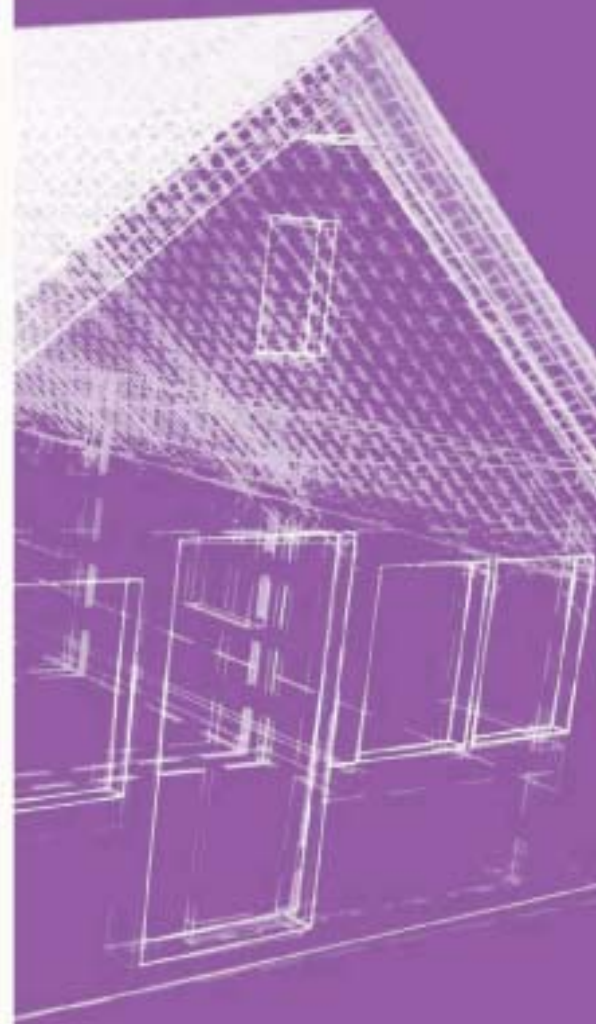
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PROPERTY INFORMATION QUESTIONNAIRE





HOME INFORMATION PACK

Property Information Questionnaire

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. under 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 and should help to ensure the smooth sale of your home. You can be held liable for deliberately misleading information provided in this form.
- 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 the 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 does not apply where the form has been completed solely by the seller.

If you are the buyer you should be aware:

- This information should have been completed truthfully and accurately by the seller. Please note, however, that this 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, which you may request for clarification.
- This form is not a substitute for the work of your conveyancer. If in doubt and before entering into a binding commitment, you should confirm any details 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	4 Gemini Court, 852 Brighton Road, 1st floor flat, Purley, CR8 2FD
b. The name of the seller	Mortgage Express
c. The date the PIQ was completed	Monday, 19 April 2010
1. When was the property purchased?	Unknown Unknown
2. Is your property a listed building or contained in a listed building?	Don't know

<p>3. What Council tax band is the property in?</p> <p><i>[Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]</i></p>	<p>Not known - refer to Local Authority</p>
<p>4. What parking arrangements exist at your property?</p>	<p>Unknown</p>
<p>Other issues affecting the property</p>	
<p>5. Has there been any damage to your property as a result of storm or fire since you have owned it?</p> <p>5a. If "yes", please give details.</p>	<p>Don't know</p> <p>The seller has no details and purchaser should make appropriate enquiries elsewhere.</p>
<p>6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim?</p> <p>6a. If "Yes" please state whether any of these claims are outstanding.</p>	<p>Don't know</p> <p>The seller has no details and purchaser should make appropriate enquiries elsewhere.</p>
<p>7. Are you aware of any flooding at your property since you owned it or before?</p> <p>7a. If "yes", please give details.</p>	<p>Don't know</p> <p>The seller has no details and purchaser should make appropriate enquiries elsewhere.</p>
<p>8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood)?</p> <p>8a. If "yes" please give details.</p> <p>8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.</p>	<p>No</p>

9. Has there been any treatment of or preventative work for dry rot, wet rot or damp in the property since you have owned the property?	Don't know
9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	The seller has no details and purchaser should make appropriate enquiries elsewhere.

Utilities and Services

10. Is there a central heating system in your property?	Don't know
10a If "yes", please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).	The seller has no details and purchaser should make appropriate enquiries elsewhere.
11. When was your central heating or other primary heating system last serviced?	Don't know
12. When was the electrical wiring in your property last checked?	Don't know

13. Please indicate which services are connected to your property and give details of the supplier:

Services	Connected
Electricity	
Gas or liquid petroleum	
Water mains or private water supply	
Mains drainage	
Telephone	
Cable TV or Satellite	
Broadband	

Changes to the property

<p>14. Have you carried out any structural alterations, additions or extensions (e.g. provision of an extra bedroom or bathroom) to the property?</p> <p>14a. If "Yes" please give details of the nature of the work:</p> <p>14b. Was building regulation approval obtained?</p> <p>14c. Was planning permission obtained?</p> <p>14d. Was listed building consent obtained?</p> <p>If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").</p>	<p>Don't know</p> <p>Don't know</p> <p>Don't know</p> <p>Don't know</p>
<p>15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?</p> <p>15a. If "Yes" please give details of changes made and any guarantees if held.</p>	<p>Don't know</p>
<h3>Access</h3>	
<p>16. Do you have right of access through any neighbouring homes, building or land?</p> <p>16a. If "Yes" please give details:</p>	<p>Don't know</p> <p>The seller has no details, purchaser should make appropriate enquiries</p>
<p>17. Does any other person have a right of access through your property?</p> <p>17a. If "Yes" please give details:</p>	<p>Don't know</p> <p>The seller has no details, purchaser should make appropriate enquiries</p>

Leasehold properties

18. Is your property a leasehold property? **Yes**

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.

Additional information for leasehold properties

19. What is the name of the person or organisation to whom you pay - 19a. ground rent; and 19b. service charges (if different from (a) above)?	The seller has no details and purchaser should make appropriate enquiries elsewhere.
20. How many years does your lease have left to run?	See lease
21. How much is your current annual ground rent?	See lease
22. How much is your current annual service charge?	The seller has no details and purchaser should make appropriate enquiries elsewhere.
23. How much is your current annual buildings insurance premium (if not included under question 20)?	The seller has no details and purchaser should make appropriate enquiries elsewhere.
24. Are you aware of any proposed or ongoing major works to this property? 24a. If "yes", what type of works are they and what is the expected cost relating to this property (if known)?	Don't know
25. Does the lease prevent you from - 25a. Sub-letting? 25b. Keeping pets?	Don't know Don't know

26. Does the lease allow you to:	
26a. Use a car park or space?	Don't know
26b. Have access to a communal garden (where applicable)?	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?	Don't know
27a. If "yes", please specify.	The seller has no details and purchaser should make appropriate enquiries elsewhere.

Explanatory Notes to Numbered Items

19. The landlord will normally be the person to whom the ground rent is payable, although it is possible that an agent may be employed to collect this on the landlord's behalf. The person or the organisation to whom the service charge is payable may be your landlord or head landlord or a residents' management company – you should find the landlord's details on your latest service charge demand. It is also possible that an agent has been employed to collect service charges on their behalf..
20. The number of years is calculated by taking the original number of years the lease was granted for and deducting the number of years that have expired since the lease was first granted.
21. This information will be found in the lease.
22. This information will be found on the previous year's service charge demands.
24. Leaseholders should have been notified of this as part of the required consultation process where their contribution towards the work exceeds £250.

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

ENERGY PERFORMANCE CERTIFICATE



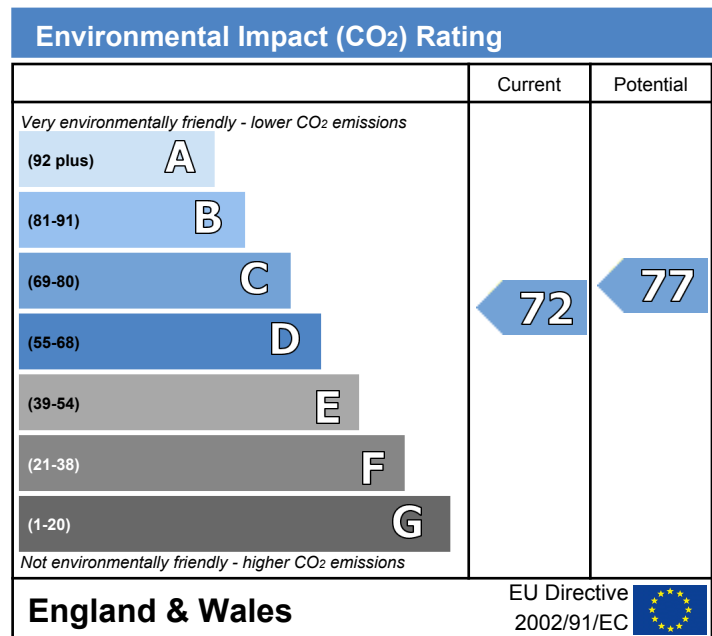
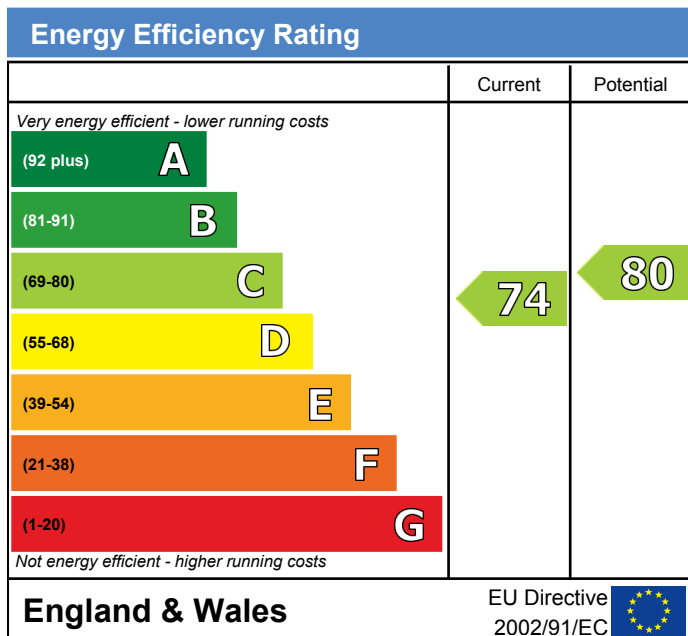
Energy Performance Certificate



Flat 4 Gemini Court,
852, Brighton Road,
PURLEY,
CR8 2FD

Dwelling type: Mid-floor flat
Date of assessment: 20 April 2010
Date of certificate: 20 April 2010
Reference number: 0075-2850-6343-9020-7211
Type of assessment: RdSAP, existing dwelling
Total floor area: 80 m²

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



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

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

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

	Current	Potential
Energy use	200 kWh/m ² per year	158 kWh/m ² per year
Carbon dioxide emissions	2.6 tonnes per year	2.1 tonnes per year
Lighting	£91 per year	£45 per year
Heating	£366 per year	£329 per year
Hot water	£118 per year	£95 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 Elmhurst Energy Systems Ltd, to a scheme authorised by the Government. This certificate was produced using the RdSAP 2005 assessment methodology and has been produced under the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 as amended. A copy of the certificate has been lodged on a national register.

Assessor's accreditation number:	EES/001195
Assessor's name:	Mr. Andrew John Tonge
Company name/trading name:	EPC Assessments Ltd
Address:	Suite 4, Grove Chambers, 36 Green Lane, Wilmslow, Cheshire, SK9 1DU
Phone number:	020 8688 9618
Fax number:	
E-mail address:	andrew@andrewtonge.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.elmhurstenergy.co.uk together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

**Visit the 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

Flat 4 Gemini Court,
852, Brighton Road,
PURLEY, CR8 2FD

Date of certificate: 20 April 2010
Reference number: 0075-2850-6343-9020-7211

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	Solid brick, as built, insulated (assumed)	Good	Good
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	Programmer, room thermostat and TRVs	Good	Good
Secondary heating	None	-	-
Hot water	From main system	Good	Good
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency rating		C 74	
Current environmental impact (CO ₂) rating		C 72	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy efficiency	Environmental impact
1 Low energy lighting for all fixed outlets	£36	C 76	C 73
Sub-total	£36		
Higher cost measures (over £500)			
2 Replace boiler with new condensing boiler	£69	C 80	C 77
Total	£105		
Potential energy efficiency rating		C 80	
Potential environmental impact (CO ₂) rating		C 77	

Further measures to achieve even higher standards

None

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

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

Higher cost measures (typically over £500 each)

2 New condensing boiler

A condensing boiler is capable of much higher efficiencies than other types of boiler, meaning it will burn less fuel to heat this property. This improvement is most appropriate when the existing central heating boiler needs repair or replacement, but there may be exceptional circumstances making this impractical. Condensing boilers need a drain for the condensate which limits their location; remember this when considering remodelling the room containing the existing boiler even if the latter is to be retained for the time being (for example a kitchen makeover). Building Regulations apply to this work, so your local authority building control department should be informed, unless the installer is registered with a competent persons scheme¹, and can therefore self-certify the work for Building Regulation compliance. Ask a qualified heating engineer to explain the options.

About the further measures to achieve even higher standards

Not applicable

What can I do today?

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

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

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.

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

SALES STATEMENT



Sales Statement

The address of the property to be sold (or will be):

**4 Gemini Court, 852 Brighton Road
Purley
Surrey CR8 2FD**

Is the property a flat or a house?

The property to be sold is a Flat (incl. maisonette)

What type of building is the flat in?

Purpose built block

Leasehold:

Leasehold starts (or likely to start) from 2005 and with 120 years left on the lease.

The property interest is (or will be):

Leasehold

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

The whole of a registered estate

Who is selling the property?

Mortgage Express

Capacity in which selling the property:

Mortgagee in Possession

The property is being sold:

Vacant Possession

EVIDENCE OF TITLE



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.

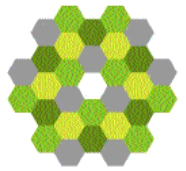
This official copy is issued on 19 April 2010 shows the state of this title plan on 19 April 2010 at 15:30:11. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be 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, Croydon Office .

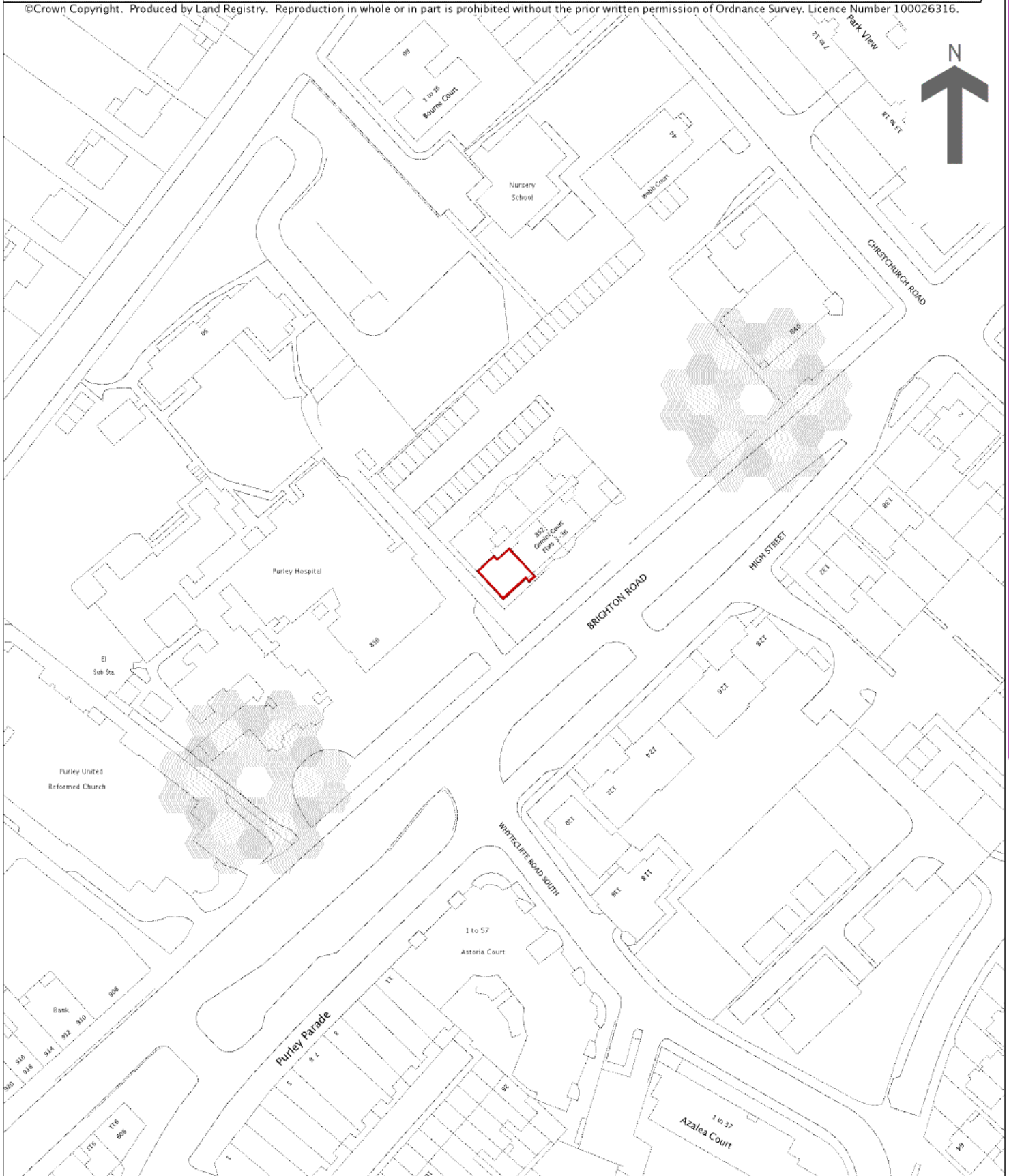


Land Registry Official copy of title plan

Title number SGL670969
Ordnance Survey map reference TQ3161NW
Scale 1:1250
Administrative area CROYDON



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Evidence of Title

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 SGL670969

Edition date 20.08.2008

- This official copy shows the entries on the register of title on 19 Apr 2010 at 15:30:11.
- 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 19 Apr 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 Croydon 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.

CROYDON

- 1 (08.02.2006) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Flat 4, Gemini Court, 852 Brighton Road, Purley (CR8 2FD).

NOTE: Only the first floor flat is included in the title.
- 2 (08.02.2006) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 23 December 2005
Term : 125 years from 1 January 2005
Parties : (1) Milford Group Limited
(2) Orion House Management Limited
(3) Oke Hassan
- 3 (08.02.2006) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (08.02.2006) The lessor's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

Title number SGL670969

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 (08.02.2006) PROPRIETOR: OKE HASSAN of 29 Beaumont Place, Isleworth, Middx TW7 7LB.
- 2 (08.02.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23 December 2005 in favour of Mortgage Express referred to in the Charges Register.

C: Charges Register

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

- 1 (08.02.2006) REGISTERED CHARGE dated 23 December 2005.
- 2 (13.04.2006) Proprietor: MORTGAGE EXPRESS (an unlimited company) (Co. Regn. No. 2405490) of P.O. Box 88, Croft Road, Crossflatts, Bingley, West Yorks BD16 2UA and of Bingley Operations Centre, Main Street, Bingley, West Yorks BD16 2LW.

End of register



SEARCHES



Private Search of Local Land Charges Register

Private Local Authority Search

Date of Order: 19/04/2010
Date of Completion: 23/04/2010
Case/Search Number: 202888 / 556307
Reference Number: 48766

PROPERTY MADE SUBJECT TO SEARCH

4 Gemini Court, 852 Brighton Road
Purley
Surrey CR8 2FD

CLIENT DETAILS

movewithus
Grant Hall Parsons Green
St Ives
Cambridgeshire PE27 4AA
Tel: 01480 409 590
admin@pie-x.com
www.movewithus.co.uk

LOCAL AUTHORITY

Croydon London Borough Council
Taberner House Park Lane
Croydon
CR9 3JS

Vendor: Mortgage Express

Agent: Unknown

HIP Provider: Unknown

COMPILED BY & ENQUIRIES TO

Assured Property Searches
Excel House 133 Homesdale Road
Bromley
Kent BR2 9LE
Tel: 0845 680 1122
Fax: 0845 680 1133
admin@apsearches.co.uk

SEARCH RESULTS

It is hereby confirmed that the search requested above revealed 11 subsisting registrations described in the schedule hereto up to and including the date of this report.
This search complies with "The Home Information Pack (No. 2) Regulations 2007" and as such can be included in a Home Information Pack.

Signed to confirm report completed:



on behalf of Assured Property Searches



Local Land Charges Register

LOCAL LAND CHARGES REGISTER SUMMARY

Part One	General Finance Charge	None revealed
Part Two	Specific Finance Charge	None revealed
Part Three	Planning Charge	Included, please see following page(s)
Part Four	Miscellaneous Charges	Included, please see following page(s)
Part Five	Fenland Ways Maintenance Charge	None revealed
Part Six	Land Compensation Entries	None revealed
Part Seven	New Towns Charges	None revealed
Part Eight	Civil Aviation Charges	None revealed
Part Nine	Open Cast Coal Charges	None revealed
Part Ten	Listed Building Entries	None revealed
Part Eleven	Light Obstruction Notices	None revealed
Part Twelve	Land Drainage Schemes	None revealed

Local Land Charges Register

PART THREE PLANNING CHARGE

Town & Country Planning Act 1971, Section 60

Town & Country Planning Act 1974, Section 10(1)

London Borough of Croydon Council (RE: 58 Pampisford Road, South Croydon) Tree Preservation Order No.17 of 1977 made by the Council on 25/5/1977

Confirmed by the Council as an unopposed Order on 19/10/1977

Registered 20/10/1977

Town & Country Planning Act 1971, Section 45

An Order modifying permission 73/20/1137 to develop land granted to Caldicott R.A. Holdings Ltd of 854 Brighton Road, South Croydon was served on 5/4/1978 in respect of land fronting Brighton Road, Christchurch Road and Pampisford Road, Purley from 854 Brighton Road to 62 Pampisford Road inclusive, to the extent in the second schedule attached to the Order.

Town & Country Planning Act 1971

Town & Country Planning General Development Order 1977

London Government Act 1963

78/20/720

Erection of 4 storey office block

Registered 23/6/1978

Town & Country Planning Act 1971

Town & Country Planning General Development Order 1977

London Government Act 1963

78/20/1723

Erection of air conditioning plant and screening

Registered 26/10/1978

Town & Country Planning Act 1971

Town & Country Planning General Development Order 1977

London Government Act 1963

78/20/1700

Retention of building containing 32,500 sq ft of office space without complying with conditions 8 and 9 attached to planning permission 73/20/1137

Registered 17/11/1978

Town & Country Planning Act 1971

Town & Country (Control of Advertisements) Regulations 1969

London Government Act 1963

A79/124

Non-illuminated fascia sign for 5 years

Registered 31/7/1979

Town & Country Planning Act 1971

Town & Country Planning (Control of Advertisements) Regulations 1969

London Government Act 1963

A80/139

Illuminated wall sign for 5 years

Registered 4/9/1980

Town & Country Planning Act 1971

Town & Country Planning (Control of Advertisements) Regulations 1969

Local Government Act 1963

A79/209

Local Land Charges Register

Non-illuminated fascia sign

Registered 9/3/2001

Town & Country Planning Act 1990

Town & Country Planning (General Development Procedure) Order 1995

03/02469/P

Demolition of existing buildings; Erection of 1 six storey building comprising offices on the ground floor and 36 two bedroom flats; Erection of 1 five storey building comprising 27 two bedroom flats and 13 one bedroom flats with rooftop amenity space and pergolas, together with the provision of bin stores, cycle storage and parking for 42 vehicles at 850-852 & 854, Brighton Road, Purley, CR8

Granted with Conditions 27/5/2004

Registered 16/11/2004

Town & Country Planning Act 1990, Section 106

Planning & Compensation Act 1991

Planning Obligation contained in Deed of Agreement dated 11/11/2004 between (1) The Mayor and Burgesses of the London Borough of Croydon ("the Council") and (2) Milford Group Limited ("the Company") and (3) National Westminster Bank PLC ("the Bank"), regulating or restricting the use of land at 850 – 854 Brighton Road, Purley.

The Deed of Agreement brings into force planning permission 03/02469/P

Registered 16/11/2004

PART FOUR MISCELLANEOUS CHARGES

Clean Air Act 1956, Section 11

The County of Croydon (No.2) Smoke Control Order 1960

The Order came into operation 1/10/1961

The Minister of Housing and Local Government confirmed the Order on 22/7/1960

Con.29 (2007)

Part I Standard Enquiries

1 PLANNING AND BUILDING REGULATIONS

1.1 Planning & Building Regulation Decisions & Pending Applications

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

- | | | |
|--------|--|--|
| 1.1(a) | Planning Permissions | Please see Part 3 Land Charges if applicable |
| 1.1(b) | A Listed Building Consent | Not applicable |
| 1.1(c) | A Conservation Area Consent | Not applicable |
| 1.1(d) | A Certificate of Lawfulness of existing use or Development | None |
| 1.1(e) | A Certificate of Lawfulness of proposed use or Development | None |
| 1.1(f) | Building Regulations Approval | |
| | 04/02112/FP - Erection of concrete framed ground floor offices with timber framed flats above at 850-852 & 854, Brighton Road, Purley, CR8 - Rejected 12/10/2004. Completed 19/6/2007 | |
| | 04/02112/FP/A - Erection of concrete framed ground floor offices with timber framed flats above at 850-852 & 854, Brighton Road, Purley, CR8 - Rejected 28/2/2005. Completed 28/6/2005 | |
| | 04/02112/FP/B - Erection of one concrete framed building with ground floor offices and timber framed flats above and one concrete framed building with ground floor flats and timber framed flats above at 850-852 & 854, Brighton Road, Purley, CR8 - Rejected 25/7/2005. Not completed | |
| | 04/02112/FP/C - Erection of concrete framed ground floor offices with timber framed flats above at 850-852 & 854, Brighton Road, Purley, CR8 - Approved 22/1/2007. Completed 19/6/2007 | |
| 1.1(g) | A Building Regulation Completion Certificate | |
| | The vendor should be asked to provide completion certificates in respect of any works carried out as revealed under 1.1f and 1.1h | |
| 1.1(h) | Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? | None |
| | How can copies be obtained? | On written request to the Local Authority |

1.2 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?
- Within Archaeological Priority Zone, Purley Town Centre, Areas at Risk of Flooding at least once every 100 years and Proposal Site H59 – 850 – 852 Brighton Road, Croydon for Residential
- Adjacent to Proposal Site H80 – Purley Memorial Hospital, Brighton Road, Purley for Health Uses / Shopping / Residential

2 ROADS

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

Con.29 (2007)

Part I Standard Enquiries

- 2(a) Highways maintainable at public expense
Brighton Road is maintained at public expense and is a Transport for London Road
- 2(b) Subject to adoption and, supported by a bond or bond waiver Not applicable
- 2(c) To be made up by a local authority who will reclaim the cost from the frontagers; or Not applicable
- 2(d) To be adopted by the local authority without reclaiming the cost from the frontagers? Not applicable

3 OTHER MATTERS

3.1 Land required for Public Purpose

- 3.1 Is the property included in land required for public purposes? No

3.2 Land to be acquired for Road Works

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

3.3 Drainage Agreements and Consents

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

- 3.3(a) An agreement to drain buildings in combination into an existing sewer by means of a private sewer; or

No pre-privatisation agreements revealed at the Local Authority

- 3.3(b) An agreement or consent for (i) a building, or (ii) extension to a building on the property, to be built over, or in the vicinity of a drain, sewer or disposal main?

No pre-privatisation agreements revealed at the Local Authority

- 3.3(c) Please state the name and address of the sewerage undertaker/provider for the area.

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

- 3.3(d) Please state the name and address of the mains water supplier for the area.

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

How can copies of relevant documentation be obtained? Please see above

3.4 Nearby Road Schemes

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

- 3.4(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme; None revealed

- 3.4(b) The centre line of a propose alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; None revealed

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Part I Standard Enquiries

- | | | |
|--------|---|---------------|
| 3.4(c) | The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes; | None revealed |
| 3.4(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; | None revealed |
| 3.4(e) | The centre line of the proposed route of a new road under proposals published for public consultation; or | None revealed |
| 3.4(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? | None revealed |

3.5 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 |
|-----|---|----|

3.6 Traffic Schemes

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

- | | | |
|--------|---|------|
| 3.6(a) | Permanent stopping up or diversion; | None |
| 3.6(b) | Waiting or loading restrictions; | None |
| 3.6(c) | One way driving; | None |
| 3.6(d) | Prohibition of driving; | None |
| 3.6(e) | Pedestrianisation; | None |
| 3.6(f) | Vehicle width or weight restricting; | None |
| 3.6(g) | Traffic calming works including road humps; | None |
| 3.6(h) | Residents parking controls; | None |
| 3.6(i) | Minor road widening or improvement; | None |
| 3.6(j) | Pedestrian crossings; | None |
| 3.6(k) | Cycle tracks; or | None |
| 3.6(l) | Bridge building? | None |

3.7 Outstanding Notices

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

Con.29 (2007)	<i>Part I Standard Enquiries</i>
3.7(a) Building works;	None
3.7(b) Environment;	None
3.7(c) Health and safety;	None
3.7(d) Housing;	None
3.7(e) Highways; or	None
3.7(f) Public health?	None

3.8 Contravention of Building Regulations

3.8 Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations	None
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3.9 Notices, Orders, Directions and Proceedings under Planning Acts

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

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

3.10 Conservation Area

Do the following apply in relation to the property -

3.10(a) The making of the area a Conservation Area before 31 August 1974; or	No
3.10(b) An unimplemented resolution to designate the area a Conservation Area?	No

3.11 Compulsory Purchases

Con.29 (2007)

Part I Standard Enquiries

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

3.12 Contaminated Land

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

3.12(a) A contaminated land notice; No

3.12(b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or No

3.12(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? Request information from vendor

3.13 Radon Gas

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

Further information about Radon Gas can be obtained from <http://www.hpa.org.uk/radiation/radon/>

Sources

SPECIFIC INFORMATION SOURCES USED TO COMPLETE THIS REPORT

Terms & Conditions and Important Consumer Protection Information

For the purposes of these terms and conditions any references to 'the company' means Property Information Exchange (PiE-X) or the compiler shown on the front page and any third party organisations, search agencies, associates, partners or employees used during the course of legitimate business.

1. The company provides information and services relating to property searches carried out on properties in England and Wales only.
2. Search requests must be made via PiE-X, the company's proprietary on-line ordering system and include full postal address, location plan and the appropriate fee. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.
3. All of the company's third party organizations and search agencies work to the same Contract & Service Level Agreements and subscribe to the Search Code.
4. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.
5. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.
6. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
7. Where information has been sourced from additional sources, the company will inform you of these sources within the report.
8. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.
9. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
10. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
11. Where the client requests 'copy documents' from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.
12. Where the client requests additional Con 29 pt II enquiries the company undertakes to inform the client of any additional fees at the point of order.
13. The company aims to return all search results within five working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of the company's control. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.
14. Search Reports can be downloaded from the PiE-X web site. The company does not provide hard copies free of charge.
15. The client must update PiE-X to verify satisfactory receipt of the Search report within 7 days. In the event that no such update takes place, PiE-X will automatically complete the case after 7 days.
16. The Insured should be aware that this search report has the benefit of a property specific Insurance Policy as set out in the following pages of the report. The documentation should be read thoroughly before any contact is made with the parties mentioned in order to ensure the Insured does not render the Insurance Policy void or reduce a potential claim by their action as per 5.2 or 11 of the Insurance Policy. If the Insured wishes to make a claim as per the attached property specific Insurance Policy, the Insured must advise First Title in writing as soon as possible after becoming aware of any claim, or circumstance which might entitle that Insured to make a claim under the policy. Please see policy attached (specifically "Notification of a Claim" in paragraph 5). In the event that the insured suffers a material loss due to
 - a. any negligent or incorrect entry in the records searched; Please revert to the Local Authority shown on the front page of the report under "Local Authority" or;
 - b. any negligent or incorrect interpretation of the records searched; Please revert to the Search Agent shown on the front page of the report under "Compiled By" or;
 - c. any negligent or incorrect recording of that interpretation in the search report; Please revert to the Search Agent shown on the front page of the report under "Compiled By"
17. The company and any third party Search Agents liability will be limited to an amount not exceeding £2 million in respect of any individual claim.
18. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £2 million. If the Client subsequently discovers that the property value exceeds £2 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.
19. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.
20. Invoices and statements are submitted electronically. The company does not provide hard copies.
21. Search Reports remain the property of the company until all agreed terms have been fulfilled.
22. The company reserves the right to withhold results until payment has been received.
23. In relation to 5(6) of the HIP regulations 2007 this search maybe copied without infringing copyright law, provided 21 and 22 have been met.
24. All information held by the company is covered by the Data Protection Act.
25. Each search is deemed to be an individual contract governed by English Law.
26. The company maintains contractual relationships with clients and suppliers who are involved in the production of Home Information Packs and the Conveyancing process in the UK; To the knowledge of the company no person who;
 - a. Conducted the search
 - b. Prepared the search reporthas any undeclared interest, personal or business relationship with any persons involved in the sale of the property. The company cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to the company at the time of compiling the search.
27. The companies' complaints procedure is shown below.

Terms & Conditions and Important Consumer Protection Information

Property Information Exchange Ltd 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;

1. Acknowledge it within 5 working days of receipt.
2. Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt.
3. Keep you informed by letter, telephone or email, as you prefer, if we need more time.
4. Provide a final response, in writing, at the latest within 40 working days of receipt.
5. 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, E-mail: admin@tpos.co.uk.

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

The complaint notification can be submitted to us in writing via post to; Property Information Exchange Ltd, Wyvols Court, Basingstoke Road, Swallowfield, Reading, Berkshire, RG7 1WY or via email to; admin@pie-x.com or by telephoning PiE on 01189 880770.

In order for us to deal with your complaint efficiently please summarise your concerns;

- Full name and company details where applicable
- Contact details
- Case number and address to which the complaint relates
- Full details of the complaint



Terms & Conditions and Important Consumer Protection Information

Property Information Exchange Ltd & the Compiler are both registered with the Property Codes Compliance Board (PCCB) as subscribers to the search code. The PCCB independently monitors how registered firms maintain compliance with the Code.

Important Consumer Protection Information

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

Search Report Insurance Policy for HIP Compliant Searches

Policy Holder: Property Information Exchange Limited

Policy Number: 60-009-00123131

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 "First Title" means First Title Insurance plc.
- 1.8 "HIP" means a Home Information Pack produced by the Policy Issuer in accordance with the Home Information Pack Regulations 2007.
- 1.9 "Insured" means all or any of:
 - 1.9.1 a Buyer
 - 1.9.2 a Potential Buyer
 - 1.9.3 a Seller
 - 1.9.4 a Lender
- 1.10 "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.
- 1.11 "Land" means the interest in an individual residential property specified in the Bordereau.
- 1.12 "Lender" means a person or body making a loan to a Buyer secured over the Land.
- 1.13 "Market Value" means the average of valuations carried out by independent and suitably qualified valuers appointed respectively by the Insured making a claim and by First Title.
- 1.14 "Policy Issuer" means Property Information Exchange Limited who will not be an insured under this Policy.
- 1.15 "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.
- 1.16 "Search Report" means a report providing the information required by Regulation 9(1) of the Home Information Pack Regulations 2007 obtained from a private search provider and not directly from an Appropriate Body and incorporated within a HIP.
- 1.17 "Seller" means a person selling the Land.
- 1.18 "Policy Date" means the date on which the Search Report was prepared.

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.

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 are disclosed to the Insured during negotiation, correspondence or in reply to enquiries before contract
- 3.2 environmental contaminants or hazardous waste on or under the Land and/or liability arising by reason of environmental protection legislation, whether or not its existence would have been disclosed in response to question 3.12(a) to (d) in Form CON29
- 3.3 radon gas on or under the Land, whether or not its existence would have been disclosed in response to question 3.13 in Form CON29.

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 05/07
 - 5.1.1 by post to Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
 - 5.1.2 by fax to First Title Insurance plc on 0208 315 1338
 - 5.1.3 by e-mail to 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.

Search Report Insurance Policy for HIP Compliant Searches

Policy Holder: Property Information Exchange Limited

Policy Number: 60-009-00123131

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 05/07 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.

Policy Summary for Search Report Insurance Policy

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

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

3. Type of insurance. The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstance which existed in the records of an Appropriate Body and affected the land at the Policy Date but was not fully disclosed in a search report compiled as part of a Home Information Pack (as defined in the Home Information Pack Regulations 2007). See Coverage statement in paragraph 2 of the policy.

4. What does the policy not cover? Among others, the insurance given under the Search Report Insurance Policy does not cover :
environmental contaminants or hazardous waste on or under the Land
loss or damage arising by reason of enforcement of environmental protection legislation
the existence of radon gas on or under the Land.

All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy. Please read this part of the 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/05/07. If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone: 0845 080 1800. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

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

12. Price. The premium for the Search Report Insurance is £2.29 plus IPT

Status Disclosure

Property Information Exchange Limited, Wyvols Court, Swallowfield, Reading, Berkshire, RG7 1WY

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? Property Information Exchange Limited is an appointed representative of First Title Insurance plc, which is authorised and regulated by the Financial Services Authority (FSA). First Title Insurance plc's FSA Registration number is 202103. Our permitted business is carrying out and effecting of insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

Search Report Insurance Policy

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 that you in the Search Report;

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 are 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.

Residential

CON29DW Drainage & Water Search



Thames Water Property Insight
12
Vastern Road
Reading
RG1 8DB

Search address supplied 4
Gemini Court, 852 Brighton Road
Purley
Surrey
CR8 2FD

Your reference C202888-S000112
Our reference DWS/DWS Standard/2010_1790583
Received date 20 April 2010
Search date 21 April 2010

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

OUR PRICES WILL BE CHANGING FROM 1st APRIL 2010. Thames Water Property Insight will be increasing the price of its **Residential Drainage & Water Search (CON29DW)** as indicated below.

Prices with effect from 1st April 2010 are as follows:

Product	Price (excl. VAT)
Residential Drainage & Water Search (CON29DW)	£44.40
Residential Drainage & Water Search – Expedited response (CON29DW)	£83.20

To avoid delays, please ensure that relevant personnel within your company are made aware of these changes. If you require any further information or have any queries, please do not hesitate to contact the Customer Support Team on **0118 925 1504**.

Credit card payments are available. Please phone 01189 251509.

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

CON29DW
DRAINAGE AND WATER ENQUIRY

Residential

CON29DW Drainage & Water Search



Search address supplied: 4, Gemini Court, 852 Brighton Road, Purley, Surrey, CR8 2FD

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](#).

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Residential

CON29DW Drainage & Water Search



Q1 – Interpretation of CON29DW Drainage and Water Search

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

Q2 – Enquiries and Response

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

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

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

For your guidance:

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

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Residential

CON29DW Drainage & Water Search



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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CON29DW Drainage & Water Search



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

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

For your guidance:

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

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

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

For your guidance:

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

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

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

For your guidance:

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

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

The public sewer map 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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CON29DW Drainage & Water Search



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 actual volumes of water measured through a water meter ("metered supply").

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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Residential

CON29DW Drainage & Water Search



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 served by a water meter, which is not located within the dwelling-house which is or forms part of the property, and in particular is located at a path.

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.

Thames Water Utilities Ltd

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CON29DW Drainage & Water Search



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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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



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.

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

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Residential

CON29DW Drainage & Water Search



- **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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CON29DW Drainage & Water Search



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

The nearest sewage treatment works is 4.614 kilometers to the north of the property. The name of the nearest sewage treatment works is BEDDINGTON 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 will be added to your suppliers 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.

Thames Water Utilities Ltd

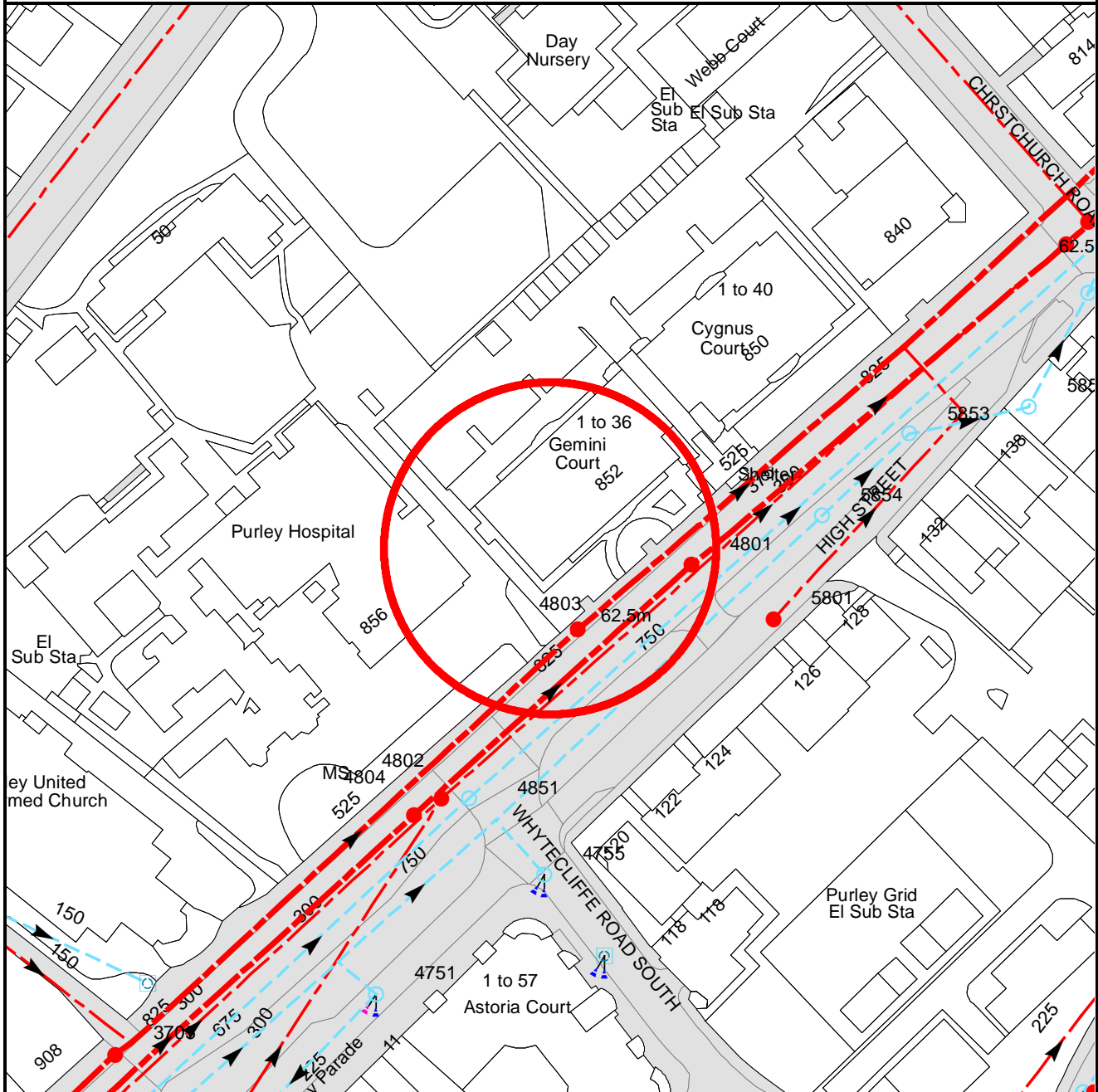
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**Residential CON29DW Drainage & Water Search Sewer Map-DWS/DWS
Standard/2010_1790583**



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.

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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.
	Gully: 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.

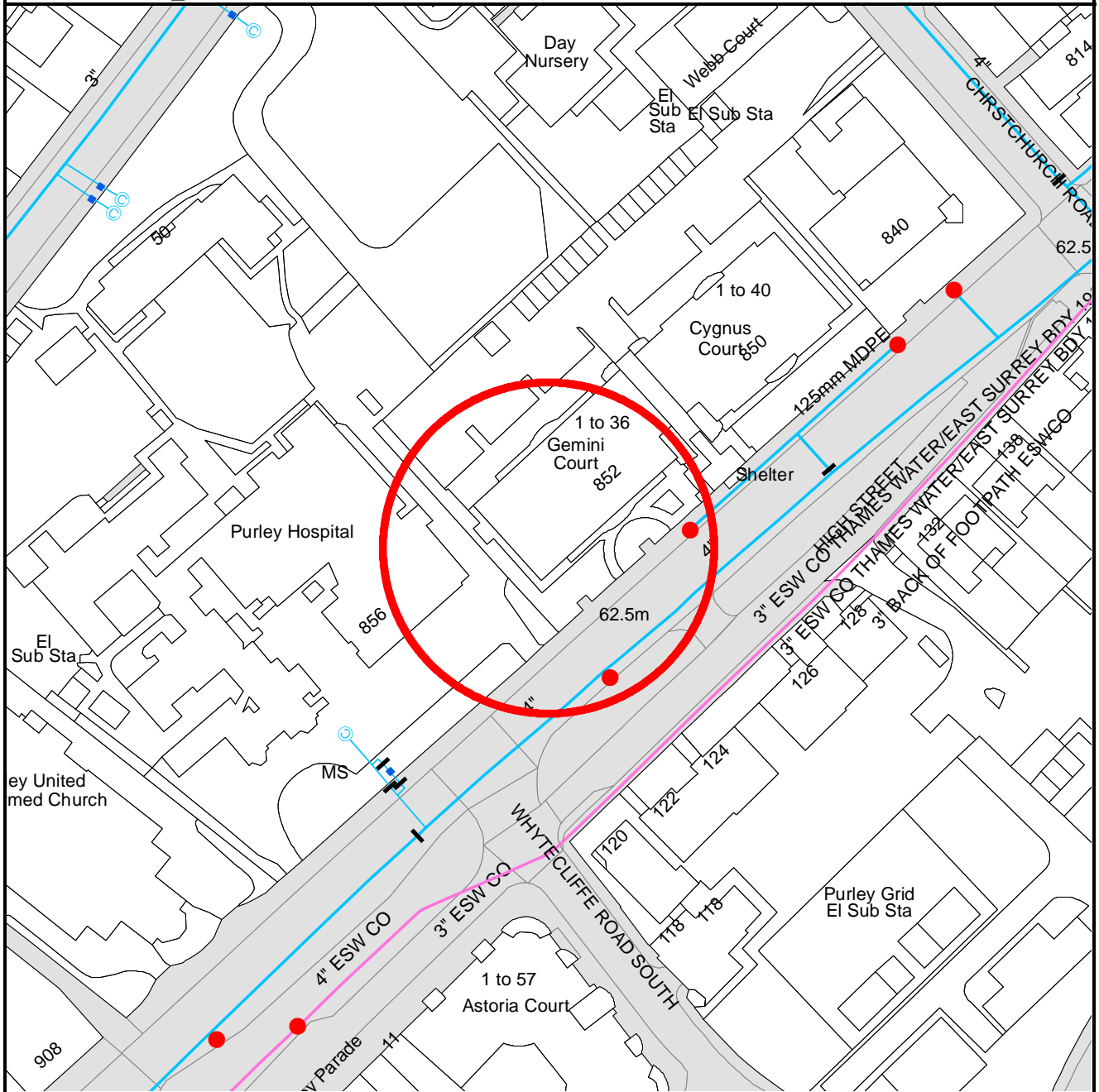
Other Symbols

	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_1790583**



The width of the displayed area is 200m




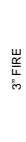
The position of the apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. Service pipes are not shown but their presence should be anticipated. No liability of any kind whatsoever is accepted by Thames Water for any error or omission. The actual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

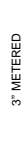


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Residential Drainage & Water Search Water Key

Public Water Pipes (Operated & Maintained by Thames Water)





- 4"  **Distribution Main:** The most common pipe shown on water maps. With few exceptions, domestic connections are only made to distribution mains.
- 16"  **Trunk Main:** A main carrying water from a source of supply to a treatment plant or reservoir, or from one treatment plant or reservoir to another. Also a main transferring water in bulk to smaller water mains used for supplying individual customers.
- 3" SUPPLY  **Supply Main:** A supply main indicates that the water main is used as a supply for a single property or group of properties.
- 3" FIRE  **Fire Main:** Where a pipe is used as a fire supply, the word FIRE will be displayed along the pipe.

- 3" METERED  **Metered Pipe:** A metered pipe indicates that the pipe in question supplies water for a single property or group of properties and that the quantity of water passing through the pipe is metered even though there may be no meter symbol shown.
-  **Transmission Tunnel:** A very large diameter water pipe. Most tunnels are buried very deep underground. These pipes are not expected to affect the structural integrity of buildings shown on the map provided.
-  **Proposed Main:** A main that is still in the planning stages or in the process of being laid. More details of the proposed main and its reference number are generally included near the main.



Depth of Water Pipes (Normal Cover)

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

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

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

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

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

Note:

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

CON29DW DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

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

Definitions

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

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

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

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

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

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

LEASEHOLD INFORMATION



SGL 670969

HM LAND REGISTRY

LAND REGISTRATION ACT 2002

WE CERTIFY THAT THIS IS A TRUE
AND ACTUAL COPY OF THE ORIGINAL

DOVES SOLICITORS
209 OLD KENT ROAD
LONDON SE1 5NA
TEL: 020 7232 5100 FAX: 020 7232 5101
DX: 80730 BERNMONDSEY

Administrative area: London Borough of Croydon
Landlord's title number: SGL214587 & SGL241466
New title number to be allocated:
Property: Flat .4 852 Brighton Road Purley Surrey CR8 2BH

THIS LEASE is made the 23 day of December 2005

BETWEEN:

- (1) **MILFORD GROUP LIMITED** the registered office of which is at 850 Brighton Road Purley Surrey CR8 2BH Company Registration No 2637238 ('the Landlord')
- (2) Orion House Management Limited the registered office of which is at 854 Brighton Road Purley Surrey CR8 2BH Registration No 5557710 ('the Management Company') and
- (3) **OKE HASSAN** of 29 Beaumont Place Isleworth TW7 7LB ('the Lessee')

NOW THIS DEED WITNESSES as follows:

1 DEFINITIONS, INTERPRETATION AND GENERAL

1.1 Definitions

For all purposes of this Lease the terms defined in this clause have the meanings specified.

1.1.1 'The Accountant'

'The Accountant' means a qualified accountant or firm of accountants appointed by the Landlord from time to time.

1.1.2 'The Building'

'The Building' means all that development comprising residential and commercial units situate and formerly known as 850-854 Brighton Road Purley Surrey CR8 2BH forming part of the Estate.

1.1.3 'The Car Parking Space'

1.1.3.1 Definition of 'the Car Parking Space'

The Car Parking Space means the Car Parking Space (if any) shown edged in green on Plan 2

1.1.3.2 Interpretation of 'the Car Parking Space'

In the absence of any provision to the contrary, references to 'the Car Parking Space' include any part of the Car Parking Space and if no Car Parking Space is shown edged in green on Plan 2 then no Car Parking Space is included in this Lease

1.1.4 'The Common Parts'

'The Common Parts' means the areas and amenities in the Estate available for use in common by the lessees and occupiers of the Building and any adjacent buildings within the Estate and all persons expressly or by implication authorised by them, including the pedestrian ways, forecourts, car parks, loading bays, service roads, landscaped areas, entrance halls, landings, staircases, passages and areas designated for the keeping and collecting of refuse, but not limited to them.

1.1.5 'Conduits'

'Conduits' means pipes, sewers, drains, mains, ducts, conduits, gutters, watercourses, wires, cables, laser optical fibres, data or impulse transmission systems, or reception systems (including systems for the reception of television and radio transmissions), channels, flues and all other conducting media (and including any fixings, louvres, cowls, covers and other ancillary apparatus) and any of them.

1.1.6 'The Estate'

'The Estate' means the land shown edged blue on Plan 1 and includes the Building and all other structures (including boundary walls and fences) erected on the Estate.

1.1.7 'The Property'

1.1.7.1 Definition of 'the Property'

'The Property' means the Flat number 4 in the Building, shown edged in red on Plan numbered 1 more particularly defined in Part 1 of Schedule 1.

1.1.7.2 Interpretation of 'the Property'

In the absence of any provision to the contrary, references to 'the Property' include any part of the Property.

1.1.7.3 Interpretation of 'the Property and the Car Parking Space'

In the absence of any provision to the contrary, references to 'the Property and the Car Parking Space' means both of them together and each of them separately.

1.1.9 'The Initial Provisional Service Charge'

'The Initial Provisional Service Charge' means the yearly sum of £926.91.

1.1.10 'The Initial Rent'

'The Initial Rent' means £100 per annum

1.1.11 'The Insured Risks'

'The Insured Risks' means the risks of loss or damage by fire, storm, tempest, earthquake, lightning, explosion, riot, civil commotion, malicious damage, impact by vehicles and by aircraft and aerial devices and articles dropped from aircraft or aerial devices (other than war risks), flood damage and bursting and overflowing of water pipes, apparatus and tanks and such other risks, whether or not in the nature of the foregoing, as the Landlord or the Management Company acting reasonably from time to time decides to insure against.

1.1.12 'The Interest Rate'

'The Interest Rate' means the rate of 5% per year above the base lending rate of Barclays Bank plc or such other bank as the Landlord from time to time nominates in writing, or if it shall cease to be practicable to ascertain the Interest Rate in this way the Interest Rate shall mean such rate as the Landlord and the Lessee may from time to time agree or as may in default of agreement be determined by the Surveyor.

1.1.13 'The Expenses of the Services and of Insurance'

'The Expenses of the Services and of Insurance' means:

1.1.13.1 the costs and expenditure—including all charges, commissions, premiums, fees and interest—paid or incurred, or deemed in accordance with the provisions of Schedule 6 paragraph 6-2.3 to be paid or incurred, by the Landlord or the Management Company in respect of or incidental to all or any of the Services or otherwise required to be taken into account for the purpose of calculating the Service Charge, except where such cost and expenditure is recovered from any insurance policy effected by the Landlord pursuant to Schedule 8 paragraph 8-2; and

1.1.13.2 the gross sums including any commission that the Landlord or the Management Company is from time to time liable to pay:

1.1.13.2.1 by way of premium for insuring the Building, including insuring for loss of rent, in accordance with his obligations contained in this Lease, or, where the insurance includes the Building and other property, the proportion of those sums attributable to the Building,

1.1.13.2.2 by way of premium for insuring in such amount and on such terms as the Landlord or the Management Company acting reasonably considers appropriate against all liability to third parties arising out of or in connection with any matter involving or relating to the Building, and

1.1.13.2.3 for insurance valuations.

1.1.14 *'The Lessee's Obligations to the Landlord and the Management Company'*

'The Lessee's Obligations to the Landlord and the Management Company' means the covenants on the part of the Lessee contained in Part 1 of Schedule 4.

1.1.15 *'The Lessee's Obligations to the Landlord, the Management Company and the lessees of the Commercial Premises'*

'The Lessee's Obligations to the Landlord, the Management Company and the lessees of the Commercial Premises' means the covenants on the part of the Lessee contained in Part 2 of Schedule 4.

1.1.16 *'Commercial Premises'*

1.1.16.1 Definition of 'the Commercial Premises'

'The Commercial Premises' are the commercial premises in the Building.

1.1.16.2 Interpretation of 'lessees of the Commercial Premises'

The expression 'lessees of the Commercial Premises' means the lessees from time to time of the Commercial Premises under leases, whether granted before or after this Lease, which have been granted on terms which in particular contain covenants similar to those contained in Part 2 of Schedule 4.

1.1.17 *'The Plan'*

'The Plan' means the plan annexed to this Lease and if numbered plans are annexed to this Lease any reference to a numbered plan is to the annexed plan so numbered.

1.1.18 *'The Planning Acts'*

'The Planning Acts' means the Town and Country Planning Act 1990.

1.1.19 *'The Rent'*

'The Rent' means the Initial Rent

1.1.20 *'The Retained Parts'*

'The Retained Parts' means the parts of the Estate other than:

1.1.20.1 the Property; and
1.1.20.2 the Commercial Premises,
including, without prejudice to the generality of the foregoing, the roofs and roof space, the foundations, and all external, structural or load-bearing walls, columns, beams, joists, floor slabs and supports of the Building and such other parts of the Building as are not included in the Property and are not and would not be included in premises demised by leases of the Commercial Premises if let on the same terms as this Lease.

1.1.22 'The Service Charge'

'The Service Charge' means the Service Charge Percentage of the Expenses of the Services and of Insurance.

1.1.23 'The Service Charge Percentage'

'The Service Charge Percentage' means 2.324%.

1.1.24 'The Services'

'The Services' means the services, facilities and amenities specified in Schedule 6 paragraph 6-3 as added to, withheld or varied from time to time in accordance with the provisions of this Lease.

1.1.25 'The Surveyor'

'The Surveyor', in relation to any matter arising under this Lease between the Landlord and the Lessee or between the Management Company and the Lessee, means an independent surveyor appointed by the Landlord and of whose appointment notice is given to the Lessee or, if the Lessee gives notice to the Landlord within 14 days of his receiving notice of the appointment that he objects to the person so appointed, means an independent surveyor appointed on the request of either of the Landlord or the Lessee by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors.

1.1.26 'The Term'

'The Term' means 125 years commencing on and including 1st January 2005

1.1.27 'VAT'

'VAT' means value added tax or any other tax of a similar nature and, unless otherwise expressly stated, all references to rents or other sums payable by the Lessee are exclusive of VAT.

1.2 Interpretation

In this Lease:

1.2.1 Covenants

1.2.1.1 Where any party to this Lease for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.2.1.2 A covenant expressed to be made by more than one party is a covenant made jointly and severally by each of those parties.

1.2.1.3 A covenant expressed to be made with more than one party is a covenant made separately with each of those parties.

1.2.2 Gender and number

Words importing one gender include all other genders; words importing the singular include the plural and vice versa.

1.2.3 Headings

The clause, paragraph and Schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.2.4 Interpretation of 'the Landlord'

The expression 'the Landlord' includes the holder or holders for the time being of the reversion immediately expectant on the Term.

1.2.5 Interpretation of 'the Lessee'

'The Lessee' includes the person who is for the time being the tenant under this Lease.

1.2.6 Interpretation of 'this Lease'

Where the context so allows, the expression 'this Lease' includes any document supplemental to or collateral with this document or entered into in accordance with this document.

1.2.7 Obligation not to permit or suffer

Any covenant by the Lessee not to do anything includes an obligation not to permit or suffer that thing to be done by another person.

1.2.8 References to clauses and schedules

Any reference in this document to a clause, sub-clause, paragraph, sub-paragraph or Schedule without further designation is to be construed as a reference to the clause, sub-clause, paragraph, subparagraph or Schedule to this document so numbered.

1.2.9 References to rights of access

References to any right of the Landlord to have access to the Property and Car Parking Space are to be construed as extending to any head landlord or mortgagee of the Estate and to all persons authorised in writing by the Landlord—or any head landlord or mortgagee having rights of access—including agents, professional advisers, contractors, workmen and others.

1.2.10 References to statutes

Unless expressly stated to the contrary any references to a specific statute include any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under that statute, and any general reference to a statute includes any regulations or orders made under that statute.

1.3 Declaration that there is a letting scheme and that the lessees of the Commercial Premises have the right to enforce the Lessee's covenants

1.3.1 This Lease comprises part of a letting scheme for the Estate and the lessees of the Commercial Premises shall accordingly have the benefit of and the right to enforce the Lessee's obligations with the Landlord and with the lessees of the Commercial Premises set out in clause 3.2 and Part 2 of Schedule 4 so far as they are of a restrictive nature.

1.3.2 The lessees of the Commercial Premises shall by virtue of the Contracts (Rights of Third Parties) Act 1999 Section 1 have the benefit of and the right to enforce the Lessee's obligations with the Landlord and with the lessees of the Commercial Premises set out in clause 3.2 and Part 2 of Schedule 4 below so far as they are not of a restrictive nature.

1.3.3 Except where this Lease expressly so provides no term of this Lease may be enforced by any person solely by virtue of the Contracts (Rights of Third Parties) Act 1999 Section 1.

2 THE DEMISE

The Landlord demises the Property and the Car Parking Space (if any) to the Lessee with full title guarantee, together with the rights specified in Schedule 2 but excepting

and reserving to the Landlord the rights specified in Schedule 3, to hold to the Lessee for the Term subject to all rights, easements, privileges, restrictions, covenants and stipulations of whatever nature affecting the Property and the Car Parking Space yielding and paying to the Landlord without deduction or set-off:

- 2.1 the Rent by equal yearly payments in advance on 1st January in every year and proportionately for any period of less than a year, the first such payment being a proportionate sum in respect of the period from and including the date of this Lease to and including the day before the day for payment of Rent next after the date of this Lease, to be paid on the date of this Lease; and
- 2.2 by way of further rent the Service Charge payable in accordance with Schedule 6.

3 THE LESSEE'S COVENANTS

- 3.1 The Lessee covenants with the Landlord and with the Management Company to observe and perform the Lessee's Obligations to the Landlord contained in Part 1 of Schedule 4.
- 3.2 The Lessee covenants with the Landlord, with the Management Company and with the lessees for the time being of the Commercial Premises to observe and perform the Lessee's Obligations to the Landlord, the Management Company and the lessees of the Commercial Premises contained in Part 2 of Schedule 4.

4 COVENANTS BY THE LANDLORD AND THE MANAGEMENT COMPANY

4.1 Covenant by the Landlord

The Landlord covenants with the Lessee to observe and perform the requirements of Schedule 5.

4.2 Covenant by the Management Company

- 4.2.1 The Management Company covenants with the Landlord and the Lessee to observe on behalf of the Landlord the obligations of the Landlord set out in Schedule 5 paragraph 5-2 and the provisions of Schedule 5 paragraph 5-2.2 shall apply to the Management Company to the same extent as they apply to the Landlord.
- 4.2.2 The Management Company may in carrying out its obligations under clause 4.2.1 exercise on behalf of the landlord the rights and powers given to the Landlord under Schedule 5 paragraph 5-2.
- 4.2.3 Unless the Lessee is notified otherwise by the Landlord, payments of service charge shall be made to the Management Company and not to the Landlord and Schedule 4 paragraph 4-18 and Schedule 7 shall have effect accordingly.

4.3 Interpretation -

- 4.3.1 The covenant on the part of the Management Company contained in clause 4.2.1 above does not affect the liability of the Landlord to the Lessee under the covenant on the part of the Landlord contained in clause 4.1.
- 4.3.2 The provisions of clause 4.2 above shall cease to have effect when the Management Company (having become the Landlord as a result of a transfer of the freehold of the Estate has subsequently disposed of all its estate and interest in the Estate).

5 INSURANCE

5.1 General

The provisions of Schedule 7 shall have effect.

5.2 Covenant by the Management Company

- 5.2.1 The Management Company covenants with the Landlord and the Lessee to observe on behalf of the Landlord the obligations of the Landlord contained in Schedule 7 below.
- 5.2.2 The Management Company may, in carrying out its obligations under clause 5.2.1, exercise on behalf of the landlord the rights and powers given to the Landlord under Schedule 7.

5.3 Interpretation

- 5.3.1 The covenant on the part of the Management Company contained in clause 5.2.1 above does not affect the liability of the Landlord to the Lessee under the covenants on the part of the Landlord contained in Schedule 6 below.
- 5.3.2 The provisions of clause 5.2 shall cease to have effect when the Management Company (having become the Landlord as a result of a transfer of the freehold of the Estate or the grant of a concurrent lease of the Estate has subsequently disposed of all its estate and interest in the Estate.

6 FORFEITURE

If and whenever during the Term:

- 6.1 the Rent or (where payable to the Landlord) the Service Charge is outstanding in whole or in part for 30 days after becoming due, whether formally demanded or not; or
- 6.2 the Lessee breaches any covenant or other term of this Lease, the Landlord may at any time after taking any court proceedings that may be required by law re-enter the Property and the Car Parking Space or any part of them in the name of the whole—even if any previous right of re-entry has been waived—and thereupon the Term is to cease absolutely but without prejudice to any rights or remedies that may have accrued to the Landlord or to the Management Company against the Lessee in respect of any breach of covenant or other term of this Lease, including the breach in respect of which the re-entry is made

7 MISCELLANEOUS

7.1 Exclusion of warranty as to use

Nothing in this Lease or in any consent granted by the Landlord or the Management Company under this Lease is to imply or warrant that the Property and the Car Parking Space may lawfully be used under the Planning Acts for any particular purpose.

7.2 Representations

The Lessee acknowledges that this Lease has not been entered into wholly or partly in reliance on any statement or representation made by or on behalf of the Landlord or the Management Company except any such statement or representation expressly set out in this Lease or made by the Landlord's solicitors in any written response to enquiries raised by the Lessee's solicitors in connection with the grant of this Lease.

7.3 Documents under hand

While the Landlord or the Management Company is a limited company or other corporation, any licence, consent, approval or notice required to be given by the Landlord or the Management Company is to be sufficiently given if given under the hand of a director, the secretary or other duly authorised officer of the Landlord or the Management Company.

7.4 Notices

7.4.1 Form and service of notices

7.4.1.1 Method of service

A notice under this Lease must be in writing and to ensure safe receipt should be given by hand or sent by first class registered post or recorded delivery. A notice may be sent by fax if a confirmatory copy is delivered by hand or sent by first class registered post or recorded delivery on the same day.

7.4.1.2 Address for service

7.4.1.2.1 A notice to the Landlord should be delivered or sent to the Landlord at its address given in this Lease or given in any notice given by the Landlord to the Lessee.

7.4.1.2.2 A notice to the Management Company should be delivered or sent to the Management Company at its address given in this Lease or given in any notice given by the Management Company to the Lessee.

7.4.1.2.3 A notice to the Lessee should be delivered or sent to the Lessee at its registered office and/or at the Property or at such other address in Great Britain (if any) as the Lessee may from time to time notify the Landlord as the address to which notices under this Lease should be sent.

7.4.2 Deemed delivery

7.4.2.1 By registered post or recorded delivery

Unless it is returned to the sender undelivered, a notice sent by first class registered post or recorded delivery is to be treated as served on the third working day after posting whenever, and whether or not, it is received. 'Working day' means in this context any day from Monday to Friday inclusive except Christmas Day, Good Friday and any statutory bank or public holiday.

7.4.2.2 By fax

A notice sent by fax is to be treated as served on the day on which it is sent when it is sent before 4pm on a working day, and, where it is sent at or after that time or on a day which is not a working day, it is to be treated as given on the next working day, unless (in either case) the confirmatory copy is returned to the sender undelivered.

7.4.3 Joint recipients

If the receiving party consists of more than one person, a notice to one of them is notice to all.

7.5 Rights and easements

The operation of the Law of Property Act 1925 Section 62 is excluded from this Lease and the only rights granted to the Lessee are those expressly set out in this Lease and the Lessee is not to be entitled to any other rights in under or over any part of the Estate (other than the Property and the Car Parking Space) or in under or over any adjoining property of the Landlord.

7.6 Covenants relating to adjoining property

The Lessee is not to be entitled to the benefit of or the right to enforce or to prevent the release or modification of any covenant, agreement or condition entered into by any lessee of the Landlord in respect of any adjoining property of the Landlord.

7.7 Disputes with adjoining occupiers

If any dispute arises between the Lessee and the lessees or occupiers of any part of the Estate other than the Property and the Car Parking Space in connection with the Property and the Car Parking Space and any other part of the Estate, it is to be decided by the Landlord or in such manner as the Landlord directs.

7.8 Effect of waiver

Each of the Lessee's covenants is to remain in full force both at law and in equity even if the Landlord or the Management Company has waived or released that covenant, or waived or released any similar covenant affecting any adjoining property of the Landlord.

7.9 The perpetuity period

The perpetuity period applicable to this Lease is 80 years from the date of this Lease, and whenever in this Lease any party is granted a future interest it must vest within that period or be void for remoteness.

7.10 Exclusion of liability

Neither the Landlord nor the Management Company is to be responsible to the Lessee or to anyone at the Property and the Car Parking Space or the Estate expressly or by implication with the Lessee's authority for any accident happening or injury (other than death or injury caused by the negligence of the Landlord or the Management Company as the case may be) suffered or for any damage to or loss of any chattel sustained in the Property and the Car Parking Space or on the Estate.

7.12 Severance

If any term of this Lease is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law that term or part shall to that extent be deemed not to form part of this Lease and the enforceability of the remainder of this Lease shall not be affected.

IN WITNESS whereof the parties hereto have set their hands and/or caused their Common Seals to be hereunto affixed the day and year first before written

SCHEDULE 1: THE PROPERTY AND THE CAR PARKING SPACE

PART 1: THE PROPERTY

- 1-1 The expression 'the Property' includes:
 - 1-1.1 the floor and ceiling finishes (including any wooden boards and blocks, any tiles, any floor coverings and screeds, and any plaster and plasterboard), but not any other part of the floor slabs and ceiling slabs that bound the Property and if the horizontal division of the Property is timber in construction then and in that case up to the level of the underside of the joists or beams on which the part of the Building above the dwelling rests and down to the upper side of the joists and beams on which the dwelling rests;
 - 1-1.3 the inner half severed medially of the internal non-loadbearing walls that divide the Property from any other premises;
 - 1-1.4 the interior plaster and plasterboard and tiles, wallpaper and decorative finishes of all walls bounding the Property;
 - 1-1.5 the doors and windows and door and window frames at the Property;
 - 1-1.6 all additions and improvements to the Property;
 - 1-1.7 all the Landlord's fixtures and fittings and fixtures of every kind that are from time to time in or on the Property, whether originally fixed or fastened to or on the Property or otherwise, except any fixtures installed by the Lessee that can be removed from the Property without defacing it; and
 - 1-1.8 the Conduits that serve the Property exclusively,

but excludes the roof and the roof space, the foundations, and all external, structural or loadbearing walls, columns, beams, joists, floor slabs and supports of the Building.

PART 2: THE CAR PARKING SPACE

1-2 The expression 'the Car Parking Space' includes only the right to park in the Car Parking Space and does not include any part of the surface of the Car Parking Surface

SCHEDULE 2: THE RIGHTS GRANTED

2-1 Rights of way

2-1.1 The right for the Lessee and all persons expressly or by implication authorised by it, in common with the Landlord and all other persons having a like right, to pass and repass with and without vehicles over and along the roads, drives and forecourts on the Estate for the purposes only of delivering goods to and receiving goods from the Property and for having access to the Car Parking Space (if any) and to pass and repass on foot only over and along the pavements and footpaths on the Estate as the same are respectively shown on the Plan by yellow colouring.

2-1.2 The right for the Lessee and all persons expressly or by implication authorised by it, in common with the Landlord and all other persons having a like right, to pass and repass on foot only over and along the entrance halls, landings, staircases, lifts, corridors and passages in the Building.

2-2 Right to use the Common Parts

The right except as otherwise granted, subject to temporary interruption for repair, alteration, rebuilding or replacement, for the Lessee and all persons expressly or by implication authorised by it, in common with the Landlord and all other persons having a like right, to use appropriate areas of the Common Parts for all proper purposes in connection with the use and enjoyment of the Property and the Car Parking Space.

2-3 Passage and running of services

The right, subject to temporary interruption for repair, alteration or replacement, to the free passage and running of all services, in common with the Landlord and all other persons having a like right, through all Conduits that are in, on or under any part of the Estate other than the Property and the Car Parking Space and that serve the Property and the Car Parking Space.

2-4 Support, shelter and protection

The right of support, shelter and protection for the benefit of the Property and Car Parking Space that is now enjoyed from all other parts of the Estate.

2-5 Right to use the communal parking spaces

The right, in common with the Landlord and all other persons having a like right, for the Lessee and all persons expressly or by implication authorised by it in accordance with such reasonable regulations as the Landlord may make from time to time for the benefit of the lessees of the Building to use any car parking spaces designated by the Landlord from time to time as available for common use by the visitors to the lessees and occupiers of the Property and other accommodation (commercial or otherwise) in the Building.

2-6 Right to use communal aerial

The right, in common with the Landlord and all other persons having a like right, to connect any radio or television set in the Property to the aerials and satellite dishes for the time being provided by the Landlord or attached to the Building without any obligation on the Landlord to provide any aerial or satellite dish.

2-7 Right of entry for repair

The right at any reasonable time and on at least 7 days' previous notice in writing to the occupiers, or without notice in an emergency, to enter on any part of the Estate with or without workmen and others:

2-7.1 to inspect, repair, clean maintain or renew any Conduits that serve the Property exclusively; and

2-7.2 to repair and maintain the Property or carry out any works to the Property the Lessee doing as little damage and causing as little inconvenience to the other lessees and occupiers of the Building as is practicable and promptly making good all damage caused.

2-8 Right to use the dustbin area

The right in common with the Landlord and all others entitled to the like right to use the dustbins in the area on the Estate designated by the Landlord as a bin store from time to time.

SCHEDULE 3: THE RIGHTS RESERVED

3-1 Passage and running through services in the Property and the Car Parking Space

The right to the free and uninterrupted passage and running of all appropriate services or supplies from and to other parts of the Building or the Estate or any adjoining property of the Landlord in and through the Conduits that may at any time be in over or under the Property and the Car Parking Space.

3-2 Construction of services

The right at any reasonable time and on at least 7 days' previous notice in writing to the Lessee or without notice in an emergency to lay and construct in on over or under the Property and the Car Parking Space Conduits for the benefit of any other part of the Building or the Estate, the Landlord doing as little damage and causing as little inconvenience to the Lessee and the occupiers of the Property as is reasonably practicable and promptly making good any damage caused by the exercise of this right.

3-3 Access to inspect

The right at any reasonable time and on at least 7 days' previous notice in writing to the Lessee or without notice in an emergency to enter the Property and the Car Parking Space, or in emergency to break into and enter, the Property and the Car Parking Space and remove any vehicle from the Car Parking Space:

3-3.1 to inspect the condition and the state of repair of the Property and the Car Parking Space; and

3-3.2 to carry out repairs alterations improvements and other works to other parts of the Building that cannot conveniently be carried out except by having access to the Property and the Car Parking Space or any Conduits within the Property and the Car Parking Space, the Landlord causing as little damage and as little inconvenience to the Lessee and the occupiers of the Property as is reasonably practicable and promptly making good any damage to the Property and the Car Parking Space and any property of the Lessee.

3-4 Scaffolding

The right temporarily to erect scaffolding for any purpose connected with or related to the Building even if it restricts access to or the use and enjoyment of the Property and the Car Parking Space.

3-5 Support

The rights of light, air, support, protection, shelter at the date of this Lease belonging to or enjoyed by other parts of the Estate.

SCHEDULE 4: THE LESSEE'S COVENANTS

PART 1: The Lessee's Obligations to the Landlord and the Management Company

4-1 Rent

The Lessee must pay the Rent on the days and in the manner set out in this Lease.

4-2 Obstruction and encroachment

4-2.1 *Obstruction of windows*

The Lessee must not stop up, darken or obstruct any window or light belonging to the Property.

4-2.2 *Encroachments*

The Lessee must take all steps to prevent the construction of any new window, light, opening, doorway, path, passage, pipe or the making of any encroachment or the acquisition of any easement in relation to the Property and the Car Parking Space and must notify the Landlord immediately if any such thing is constructed, encroachment is made or easement acquired, or if any attempt is made to encroach or acquire an easement. At the request of the Landlord the Lessee must adopt such means as are required to prevent the making of any encroachment or the acquisition of any easement.

4-3 Yielding up

At the end of the Term the Lessee must yield up the Property and the Car Parking Space with vacant possession, decorated and repaired in accordance with and in the condition required by the provisions of this Lease.

4-4 Defective premises

The Lessee must give notice to the Landlord of any defect in the Property and the Car Parking Space that might give rise to an obligation on the Landlord to do or refrain from doing anything in order to comply with the provisions of this Lease or the duty of care imposed on the Landlord, whether pursuant to the Defective Premises Act 1972 or otherwise, and must at all times display and maintain any notices the Landlord from time to time requires it to display at the Property and the Car Parking Space.

4-5 Consent to the Landlord's release

The Lessee must not unreasonably withhold consent to a request made by the Landlord under the Landlord and Tenant (Covenants) Act 1995 Section 8 for a release from all or any of the landlord covenants of this Lease, 'landlord covenants' having the meaning given to that expression by Section 28(1) of that Act.

4-6 Outgoings and VAT

4-6.1 *Outgoings exclusive to the Property and the Car Parking Space*

The Lessee must pay:

- 4-6.1.1 all council tax and water rates, and all other taxes, rates, assessments, duties, charges, impositions and outgoings that are now or may at any time during the Term be charged, assessed or imposed on the Property and the Car Parking Space or on the owner or occupier of them;
- 4-6.1.2 if any VAT or tax of a similar nature is or becomes chargeable in respect of any payment made by or supply to the Lessee under this Lease, or if any tax, charge or imposition becomes payable in respect of the Property and the Car Parking Space because of any act or omission of the Lessee, the amount of the VAT, tax charge or imposition; and
- 4-6.1.3 all VAT incurred in relation to any costs that the Lessee is obliged to pay or in respect of which he is required to indemnify the Landlord under the terms of this Lease, save to the extent that such VAT is recoverable or available for set-off by the Landlord as input tax.

4-6.2 Outgoings assessed on the Property and Car Parking Space and other property

The Lessee must pay the proportion reasonably attributable to the Property and the Car Parking Space—and agreed between the Landlord and the Lessee and if not agreed to be determined from time to time by the Surveyor, acting as an expert and not as an arbitrator—of all rates, taxes, assessments, duties, charges, impositions and outgoings that are now or at any time during the Term may be charged, assessed or imposed on the Property and the Car Parking Space and any other property, including the rest of the Estate or any adjoining property of the Landlord, or on the owner or occupier of it.

4-7 Cost of services consumed

The Lessee must pay to the suppliers all charges for electricity, water, gas, telecommunications and other services consumed or used at or in relation to the Property and the Car Parking Space, including meter rents and standing charges, except any such charges that form part of the Expenses of the Services and of Insurance to which the Lessee contributes through the Service Charge, and must comply with the lawful requirements and regulations of the respective suppliers.

4-8 Repayment of Landlord and Management Company

If the Landlord or the Management Company makes any payment to a third party for which the Lessee is responsible under this Lease, the Lessee must repay the Landlord or the Management Company when requested to do so.

4-9 Decoration

The Lessee must redecorate the interior of the Property in a good and workmanlike manner, with appropriate materials of good quality, in the year 2012 and every 7 years after that and in any event in the last year of the Term however it may have determined.

4-10 Internal alterations

The Lessee must not make any internal non-structural alterations to the Property unless he first:

- 4-10.1 obtains and complies with the necessary consents of the competent authorities and pays their charges for them;
- 4-10.2 makes an application to the Landlord for consent, supported by such drawings and specifications as the Landlord may reasonably require; and
- 4-10.3 pays the reasonable fees of the Landlord, any head landlord, any mortgagee and their respective professional advisers.

4-11 Statutory obligations

4-11.1 General provision

The Lessee must comply in all respects with the requirements of any statutes applicable to the Property and the Car Parking Space or the Lessee's use of and any other obligations so applicable imposed by law or by any byelaws.

4-11.2 Works required by statute, department or authority

Without prejudice to the generality of paragraph 4-11.1 above, the Lessee must execute all works and provide and maintain all arrangements on or in respect of the Property and the Car Parking Space or their use that are required in order to comply with the requirements of any statute already or in the future to be passed, or the requirements of any government department, local authority or other public or competent authority or court of competent jurisdiction, regardless of whether such requirements are imposed on the owner, the occupier, or any other person.

4-12 Entry to inspect and notice to repair

4-12.1 Entry and notice

The Lessee must permit the Landlord at any reasonable time and on at least 7 days' previous notice in writing to the occupiers, or without notice in an emergency, causing as little damage and as little inconvenience to the Lessee as is reasonably practicable and promptly making good any damage to the Property and the Car Parking Space and any property of the Lessee:

- 4-12.1.1 to enter the Property and the Car Parking Space to ascertain whether the covenants and conditions of this Lease have been observed and performed;
- 4-12.1.2 to view the state of repair and condition of the Property and the Car Parking Space; and
- 4-12.1.3 to give to the Lessee, or notwithstanding the requirements of clause 7.4 by sending to its registered office and/or by leaving at the Property a notice ('a notice to repair') specifying the works required to remedy any breach of the Lessee's obligations in this Lease.

4-12.2 Works to be carried out

The Lessee must carry out as soon as reasonably practicable the works specified in a notice to repair.

4-12.3 Landlord's power in default

If within a reasonable period after the service of a notice to repair the Lessee has not started to execute the work referred to in that notice or is not proceeding diligently with it, or if the Lessee fails to finish the work within a reasonable time, or if in the Landlord's opinion the Lessee is unlikely to finish the work within a reasonable period, the Lessee must permit the Landlord to enter the Property and Car Parking Space to execute the outstanding work. The Lessee must, within 14 days of a written demand, pay to the Landlord the cost of so doing and all expenses incurred by the Landlord, including reasonable and properly incurred legal costs and surveyor's fees.

4-12.4 Disputes

Any dispute as to whether repairs are necessary, the cost of repairs, or the time taken to execute them shall be referred to the Surveyor acting as an expert.

4-13 Alienation

4-13.1 Assignment etc in last 7 years of Term

The Lessee must not assign, sublet charge or part with possession of the Property or the Car Parking Space during the last 7 years of the Term.

4-13.2 Assignment, subletting and charging of part

- 4.13.2.1 The Lessee must not assign, sublet, part with possession of, or charge part only of the Property or part only of the Car Parking Space.
- 4.13.2.2 The Lessee must not assign, sublet, part with possession the Car Parking Space save to a Tenant of any of the units which comprise the Property

4-13.2 Registration of permitted dealings

Within 28 days of any assignment, charge, sublease or any transmission or other devolution relating to the Property and the Car Parking Space, the Lessee must produce a certified copy of any relevant document for registration with the Landlord's solicitor, and must pay the reasonable charges of the Landlord's solicitor and of the Management Company for registration of at least £75 each plus VAT

4-14 Costs of applications, notices and recovery of arrears

The Lessee must pay to the Landlord the full amount of all costs, fees, charges, disbursements and expenses, including without prejudice to the generality of the above those payable to counsel, solicitors, surveyors and bailiffs, incurred by the Landlord in relation to or incidental to:

- 4-14.1 every application made by the Lessee for a consent or licence required by the provisions of this Lease, whether it is granted, refused or offered subject to any qualification or condition, or the application is withdrawn;
- 4-14.2 the contemplation, preparation and service of a notice under the Law of Property Act 1925 Section 146, or the contemplation or taking of proceedings under Sections 146 or 147 of that Act, even if forfeiture is avoided otherwise than by relief granted by the court;
- 4-14.3 the recovery or attempted recovery of arrears of rent or other sums due under this Lease; and
- 4-14.4 any steps taken in contemplation of or in connection with the preparation and service of a schedule of dilapidations during or after the end of the Term.

4-15 Interest on arrears

The Lessee must pay interest at the Interest Rate on any of the Rent or other sums due under this Lease that are not paid within 14 days of the date due, whether formally demanded or not so long as the Landlord has complied with any obligations imposed on him by law in relation to any such payment. Nothing in this clause is to entitle the Lessee to withhold or delay any payment of the Rent or any other sum due under this Lease or affect the rights of the Landlord in relation to any non-payment.

4-16 Statutory notices

The Lessee must give the Landlord full particulars of any notice, direction, order or proposal relating to the Property and the Car Parking Space made, given or issued to the Lessee by any government department or local, public, regulatory or other authority or court within 7 days of receipt, and if so requested by the Landlord must produce it to the Landlord. The Lessee must without delay take all necessary steps to comply with the notice, direction or order. At the request of the Landlord, but at his own cost, the Lessee must make or join with the Landlord in making any objection or representation the Landlord deems expedient against or in respect of a notice, direction, order or proposal.

4-17 Exercise of the Landlord's rights

The Lessee must permit the Landlord to exercise any of the rights granted to him by virtue of the provisions of this Lease at all times during the Term without interruption or interference.

4-18 Service charge and services

The Lessee must observe and perform his obligations contained in Schedule 6.

PART 2: The Lessee's Obligations to the Landlord, the Management Company and the lessees of the Commercial Premises

4-20 Use for residential purposes

The Lessee must not use the Property for any purpose other than for residential purposes in the occupation of one household only and the Car Parking Space as ancillary to the occupation of the Property.

4-21 Window cleaning

The Lessee must clean the inside of all windows and window frames in the Property at least once every month.

4-22 Sound audible outside

422.1 The Lessee must not (so that the sound may be heard outside the Property) sing in the Property or play or use in the Property any musical instrument, audio or other equipment or apparatus that produces sound that may be heard outside the Property if the Landlord in his absolute discretion considers such sounds to be undesirable and gives notice to the Lessee to that effect.

4-22.2 The Lessee must not play or use in the Car Parking Space any musical instrument, audio or similar equipment or apparatus that produces sound.

4-23 Carpets and floor coverings

The Lessee must cover the floors of the Property with carpets throughout or such other appropriate floor coverings as may be required to deaden sound in the Property.

4-24 Repair of the Property

The Lessee must repair the interior of the Property and keep it internally in good condition and repair, except for damage caused by one or more of the Insured Risks save to the extent that the insurance money is irrecoverable due to any act or default of the Lessee or anyone at the Property expressly or by implication with his authority.

4-25 External additions and alterations

The Lessee must not make any addition to the Property and the Car Parking Space, unite the Property and the Car Parking Space with any adjoining premises, or make any alteration to the structure or exterior of the Property or carry out any works to the structure or exterior of the Property or to the surface of the Car Parking Space.

4-26 Connection to services

The Tenant must not make any connection with the Conduits that serve the Property except through sockets and outlets provided for the purposes of connection.

4-27 Aerials signs and advertisements

4-27.1 Masts and wires

The Lessee must not attach any aerial or pole or mast to the Property or erect any aerial or pole or mast on the Car Parking Space, whether in connection with telecommunications or otherwise.

4-27.2 Signs, advertisements etc

The Lessee must not fix to or exhibit on the outside of the Property or exhibit on the Car Parking Space, or fix to or exhibit inside the Property so as to be visible from the outside any placard, sign, notice, fascia, board or advertisement.

4-27.3 Sale and letting boards

The Lessee must not fix to or exhibit on the Retained Parts any placard, sign, notice, fascia, board or advertisement.

4-28 Entry to repair adjoining property

The Lessee must permit the Landlord and the lessees of the Commercial Premises at any reasonable time and on at least 7 days' previous notice in writing to the occupiers, or without notice in an emergency (causing as little damage and as little inconvenience to the Lessee as is reasonably practicable and promptly making good any damage to the Property and the Car Parking Space) to carry out repairs alterations improvements and other works to other parts of the Building that cannot conveniently be carried out except by having access to the Property and the Car Parking Space.

4-29 Planning and development

The Lessee must observe and comply with the provisions and requirements of the Planning Acts affecting the Property and the Car Parking Space and their use.

4-30 Combustible materials

The Lessee must not store on the Property and the Car Parking Space or bring onto them anything of a specially combustible, inflammable or explosive nature except petrol or diesel in the tank of any vehicle permitted under this Lease to be kept on the Car Parking Space and except articles for ordinary domestic use and in quantities appropriate for ordinary domestic use.

4-31 Ceiling and floor loading and machinery

4-31.1 Heavy items

The Lessee must not bring onto or permit to remain on the Property any safes, machinery, goods or other articles that will or may strain or damage the Property or the Building.

4-31.2 Noisy machinery

The Lessee must not install or use in or on the Property any machinery or apparatus other than usual domestic appliances that will cause noise or vibration that can be heard or felt in nearby premises or outside the Property or that may cause structural damage.

4-32 Car Parking Space

4-32.1 Cleaning and tidying

The Lessee must keep the Car Parking Space clean and tidy and clear of all rubbish.

4-32.2 Use of the Car Parking Space

The Lessee must use the Car Parking Space for car parking only of a single roadworthy private car used by the Lessee or an occupier of the Property or by a visitor to the Property, and must not carry out any servicing repairs or painting of any car on the Car Parking Space.

4-32.3 Storage on the Car Parking Space

The Lessee must not store anything on the Car Parking Space that is or might become untidy, unclean, unsightly or in any way detrimental to the Estate or the area generally.

4-32.4 Caravans etc on the Car Parking Space

The Lessee must not keep or store any caravan or moveable dwelling or commercial vehicle or boat on the Car Parking Space.

4-33 Common Parts and the Estate generally

4-33.1 Care of the Common Parts

The Lessee must not cause the Common Parts or any other land, roads or pavements adjoining the Estate to become untidy or dirty and must not leave bicycles perambulators pushchairs or the like on the Common Parts.

4-33.2 *Display of goods outside*

The Lessee must not display or deposit anything whatsoever outside the Property for display or sale or for any other purpose, or cause any obstruction of the Common Parts.

4-33.3 *Use of goods entrances required*

The Lessee must not convey any goods or materials to or from the Property except through the entrances and service areas of the Building provided for the purpose.

4-33.4 *Standing vehicles*

The Lessee must not permit any vehicles (including motorcycles) belonging to it or any persons calling at the Property expressly or by implication with its authority to stand on the service roads or any pavements of the Estate or any car parking space other than the Car Parking Space (if any) included in this Lease or to stand on, lean against or be attached to the Retained Parts except in the parking spaces (if any) provided for visitors, or, except when and for so long as they are actually loading or unloading goods and materials, on the loading bays (if any), and must ensure that such persons comply with the requirements of this paragraph.

4-33.5 *Noxious discharges*

The Lessee must not discharge into any pipes, sewers, drains, gutters or watercourses on the Estate any oil, grease or other deleterious matter, or any substance that might be or become a source of danger or injury to the drainage system.

4-34 Regulations

The Lessee must comply with all regulations made by the Landlord from time to time for the management of the Building provided that nothing in the regulations may purport to amend the terms of this Lease and, in the event of any inconsistency between the terms of this Lease and the regulations, the terms of this Lease are to prevail.

4-35 Nuisance

The Lessee must not do anything on the Property and the Car Parking Space or allow anything to remain on them that may be or become or cause a nuisance, or annoyance, disturbance, inconvenience, injury or damage to the Landlord or his lessees or the owners or occupiers of adjacent or neighbouring premises.

4-36 Auctions, trades and illegal purposes

The Lessee must not use the Property and the Car Parking Space for a sale by auction or for any trade, business, manufacture or occupation, or any illegal act or purpose.

4-37 Animals

The Lessee must not keep any animal, bird or reptile on the Property and the Car Parking Space except birds in cages or fish in tanks or other small animals in cages or tanks or with the Landlord's prior written permission one dog or one cat. The Landlord's permission may not be unreasonably withheld and if given may be withdrawn at any time if it is reasonable to do so.

4-38 Avoidance of insurance policy and additional premiums

The Lessee must not do or omit anything that could cause any insurance policy on or in relation to the Estate to become wholly or partly void or voidable, or do or omit

anything by which additional insurance premiums may become payable unless he has previously notified the Landlord and has agreed to pay the increased premium.

4-39 Disposal of rubbish

The Lessee must place all refuse in a dustbin or other proper receptacle which must be kept in the area on the Estate designated by the Landlord as a bin store from time to time.

SCHEDULE 5: THE LANDLORD'S COVENANTS

5-1 Quiet enjoyment

The Landlord covenants with the Lessee to permit the Lessee peaceably and quietly to hold and enjoy the Property and the Car Parking Space without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.

5-2 The Services

5-2.1 Provision of the Services

If the Lessee pays the service charge and observes his obligations under this Lease, the Landlord must use his best endeavours to provide the Services (as listed at the date of this Lease in Schedule 6 paragraph 6-3 and subject to the provisions of paragraph 5-2.3 below).

5-2.2 Relief from liability

The Landlord is not to be liable to the Lessee for any breach of his obligations under paragraph 5-2.1 where the breach is caused by something beyond his control, provided he uses reasonable endeavours to remedy the breach, except to the extent that the breach:

5-2.2.1 could have been prevented; or

5-2.2.2 its consequences could have been lessened; or

5-2.2.3 the time during which its consequences were experienced could have been shortened,

by the exercise of reasonable skill by the Landlord or those undertaking the obligation on his behalf.

5-2.3 Variation and withholding of the Services

The Landlord may add to, withhold or vary the Services if, acting reasonably, he considers the addition, withholding or variation to be necessary or desirable even if it increases the Landlord's Expenses so long as the Lessee's enjoyment of the Property and the Car Parking Space is not materially impaired, or if he is required to do so by a competent authority.

5-2.4 Special services

Any services rendered to the Lessee by staff employed by the Landlord, other than services referred to in paragraph 6-3 below, are to be deemed to be special services for which, and for the consequences of which, the Lessee will be entirely responsible. The Lessee is not to be entitled to any services from such staff that may in any way whatever interfere with the performance of their duties to the Landlord.

5-3 Obligations in respect of Commercial Premises

5-3.1 To observe obligations while Commercial Premises unsold

The Landlord must, in respect of any of the Commercial Premises that have not been disposed of by way of lease on terms substantially the same as those contained in this Lease, observe and perform in respect of the Commercial Premises obligations similar in all respects to those contained in Schedule 4 clauses 4.1 to 4-18 of this Lease.

5-3.2 To grant leases of Commercial Premises on the same terms

The Landlord has demised, as regards any Commercial Premises of which a lease has been granted before this Lease, and will demise, as regards every Commercial Premises of which a lease may be granted after this Lease, on terms containing covenants similar to those contained in Clauses 4.1 to 4.18 of this Lease.

5-3.4 To enforce obligations in leases of other Properties or Commercial Premises

The Landlord may and will, if so requested by the Lessee, enforce against the lessee of every other flat in the Building or of Commercial Premises the obligations on the part of that lessee similar to those contained in clauses 4.1 to 4.18 of this Lease, provided that the Lessee repays to the Landlord on demand the full amount of all costs and expenses of the Landlord so doing and provides, before any step to enforce those obligations is taken, such security for the Landlord's costs and expenses as the Landlord may reasonably require.

SCHEDULE 6: THE SERVICE CHARGE AND SERVICES

6-1 Definitions

In this Schedule the terms defined below have the meanings given in this paragraph.

6-1.1 'A financial year'

References to 'a financial year' are references to the period commencing on 1 January in any year and ending on 31 December in the same year or such other annual period as the Landlord in his discretion determines as being that for which his accounts, either generally or in respect of the Estate, are to be made up.

6-1.2 'Other lettable premises'

References to 'other lettable premises' are references to premises in the Building that are let, or are from time to time allocated for letting (on a commercial or residential basis), by the Landlord, other than the Property and the Car Parking Space, and respectively include and exclude, where applicable, the equivalent parts of the Building included in and excluded from the Property and the Car Parking Space as described in Schedule 1.

6-1.3 'The Plant'

'The Plant' means all the electrical, mechanical and other plant, machinery, equipment, furnishings, furniture, fixtures and fittings of ornament or utility in use for common benefit from time to time on, in or at the Building, including, without prejudice to the generality of the foregoing, goods and passenger lifts, lift shafts, escalators, heating, cooling, lighting and ventilation or air conditioning equipment, cleaning equipment, fire precaution equipment, fire and burglar alarm systems, door entry systems, closed circuit television, refuse compactors and all other such equipment, including stand-by and emergency systems.

6-2 Service charge provisions

6-2.1 Certificate of the Expenses of the Services and of Insurance

As soon as reasonably practicable after each financial year the Landlord must ensure that the Accountant issues a certificate containing a summary of the Expenses of the Services and of Insurance for that financial year, and a summary of any expenditure that formed part of the Expenses of the Services and of Insurance in respect of a previous financial year but has not been taken into account in the certificate for any previous financial year. A copy of the certificate must be supplied by the Landlord to the Lessee.

6-2.2 Omissions from the certificate

Omission by the Accountant from a certificate of the Expenses of the Services and of Insurance of any expenditure incurred in the financial year to which the certificate relates is not to preclude the inclusion of that expenditure in any subsequent certificate.

6-2.3 Deemed Expenses of the Services and of Insurance

6-2.3.1 In any financial year the Expenses of the Services and of Insurance are to be deemed to include:

6-2.3.1.1 such fair and reasonable part of all costs and expenditure in respect of or incidental to all or any of the recurring services and other matters referred to in paragraph 6-3 below, whenever paid or incurred whether before or during the Term, including reasonable provision for anticipated expenditure by way of contribution to sinking and reserve funds, as the Landlord in his reasonable discretion allocates to that financial year;

6-2.3.2 If the Landlord or a person connected with the Landlord or employed by the Landlord attends (where permitted by law) to:

6-2.3.2.1 the supervision and management of the provision of services for the Building;

6-2.3.2.2 the preparation of statements or certificates of the Expenses of the Services and of Insurance;

6-2.3.2.3 the auditing of the Expenses of the Services and of Insurance; or

6-2.3.2.4 the collection of rents from the Building, then an expense is to be deemed to be paid or a cost incurred by the Landlord, being a reasonable fee not exceeding that which independent agents might properly have charged for the same work.

6-2.4 Certificates conclusive

Any certificate of the Expenses of the Services and of Insurance, and any certificate of the Accountant in connection with the Expenses of the Services and of Insurance, is to be conclusive as to the matters it purports to certify.

6-2.5 Payment

For each financial year the Lessee must pay the Service Charge Percentage of the Expenses of the Services and of Insurance.

6-2.6 Payment on account

For each financial year the Lessee must pay to the Landlord on account of the Service Charge such a sum as is reasonable having regard to the likely amount of the Service Charge. That sum must be paid in advance by equal instalments on the usual quarter days, the first instalment to be paid on the quarter day immediately before the commencement of the financial year in question. During any financial year the Landlord may revise the contribution on account of the Service Charge for that financial year so as to take into account any actual or expected increase in expenditure.

6-2.7 Service charge for the first financial year

The sum payable for the financial year current at the date of this document is to be the Initial Provisional Service Charge, of which the Lessee must, on the date of this Lease, pay to the Landlord a due proportion calculated from day to day in respect of the period from the date of this Lease to the following 1st January.

6-2.8 Final account and adjustments

As soon as reasonably practicable after the end of each financial year, the Landlord must furnish to the Lessee with an account of the Service Charge payable by him for that financial year, credit being given for payments made by the Lessee on account. Within 14 days of the furnishing of such an account, the Lessee must pay the Service Charge, or any balance of it payable, to the Landlord. The Landlord must allow any amount overpaid by the Lessee to him against future payments of Service Charge, whether on account or not. At the end of the financial year current at the end of the Term the Landlord must repay to the Lessee any outstanding overpayment of the Service Charge.

6-3 The Services

The Services are:

- 6-3.1 repairing and, whenever the Landlord, acting reasonably, regards it as necessary in order to repair, replacing or renewing the Retained Parts and the Car Parking Space on the Estate whether or not included in this Lease or in the lease of any Other Flat;
- 6-3.2 decorating the Retained Parts where appropriate or necessary;
- 6-3.3 operating, maintaining, repairing and, whenever the Landlord, acting reasonably, considers it appropriate, renewing, replacing or modifying the Plant;
- 6-3.4 placing and running maintenance contracts for the Estate;
- 6-3.5 providing the Plant necessary for the Estate;
- 6-3.6 providing suitable facilities for disposing of refuse, compacting it or removing it from the Estate;
- 6-3.7 providing reasonable lighting in the Common Parts inside the Building and for the Common Parts outside the Building;
- 6-3.8 providing reasonable central heating and air conditioning to the Common Parts within the Building;
- 6-3.9 cleaning the windows and other glass of the Retained Parts, and the outside of the windows and other glass of the Building (including the Flat);
- 6-3.10 supplying, maintaining, servicing and keeping in good condition and, wherever the Landlord considers it appropriate, renewing and replacing all fixtures, fittings, furnishings, equipment and any other things the Landlord may consider desirable for performing the Services or for the appearance or upkeep of the Retained Parts;
- 6-3.11 carrying out inspections and tests of the Retained Parts, including the Plant, that the Landlord from time to time considers necessary or desirable;
- 6-3.12 planting, tidying, tending and landscaping any appropriate part of the Common Parts in such manner as the Landlord from time to time considers appropriate;
- 6-3.13 providing, replacing and renewing trees, shrubs, flowers, grass and other plants, in the grounds of the Estate;
- 6-3.14 employing such persons as the Landlord, acting reasonably, considers necessary or desirable from time to time in connection with providing any of the Services, performing the Landlord's other obligations in this Lease and collecting rents accruing to the Landlord from the Estate, with all incidental expenditure including, but without limiting the generality of the above, remuneration, payment of statutory contributions and such other health, pension, welfare, redundancy and similar or ancillary payments and any other payments the Landlord, acting reasonably, thinks desirable or necessary, and providing work clothing;
- 6-3.15 discharging any amounts the Landlord may be liable to pay towards the expense of making, repairing, maintaining, rebuilding and cleaning anything—for example ways, roads, pavements, sewers, drains, pipes,

- watercourses, party walls, party structures, party fences and other conveniences—that are appurtenant to the Estate or are used for the Estate in common with any adjoining property of the Landlord;
- 6-3.16 erecting, providing, maintaining, renewing and replacing notice boards, notices and other signs in the Building as the Landlord, acting reasonably, from time to time considers appropriate;
- 6-3.17 administering and managing the Building, performing the Services, performing the Landlord's other obligations in this Lease and preparing statements or certificates of and auditing the Expenses of the Services and of Insurance;
- 6-3.18 discharging all existing or future taxes, rates, charges, duties, assessments, impositions and outgoings whatsoever in respect of the Retained Parts, including, without prejudice to the generality of the above, those for water, electricity, gas and telecommunications;
- 6-3.19 paying any interest on any loan or overdraft raised for the purpose of defraying the Expenses of the Services and of Insurance;
- 6-3.20 taking any steps the Landlord, acting reasonably, from time to time considers appropriate for complying with, making representations against, or otherwise contesting or dealing with any statutory or other obligation affecting or alleged to affect the Estate, including any notice, regulation or order of any government department, local, public, regulatory or other authority or court, compliance with which is not the direct liability of the Lessee or any lessee of any part of the Estate; and
- 6-3.21 discharging the reasonable and proper cost of any service or matter the Landlord, acting reasonably, thinks proper for the better and more efficient management and use of the Estate and the comfort and convenience of its occupants.

SCHEDULE 7: INSURANCE

7-1 Warranty as to convictions

The Lessee warrants that before the execution of this document he has disclosed to the Landlord in writing any conviction, judgment or finding of any court or tribunal relating to the Lessee, or any director, other officer or major shareholder of the Lessee, of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of any of the Insured Risks.

7-2 Covenant to insure

The Landlord covenants with the Lessee to insure the Estate unless the insurance is vitiated by any act of the Lessee or by anyone at the Estate expressly or by implication with his authority.

7-3 Details of the insurance

7-3.1 Office, underwriters and agency

Insurance is to be effected in such insurance office, or with such underwriters, and through such agency as the Landlord from time to time decides.

7-3.2 Insurance cover

Insurance must be effected for the following amounts:

- 7-3.2.1 the sum that the Landlord is from time to time advised by an independent surveyor is the full cost of rebuilding and reinstating the Estate, including VAT, architects', surveyors', engineers', solicitors' and all other professional persons' fees, the fees payable on any applications for planning permission or other permits or consents that may be required in relation to rebuilding or reinstating the Estate, the cost of preparation of

- the site including shoring-up, debris removal, demolition, site clearance and any works that may be required by statute, and incidental expenses;
- 7-3.2.2 loss of rental and service charge income from the Estate, for 3 years or such longer period as the Landlord from time to time requires for planning and carrying out the rebuilding or reinstatement; and
- 7-3.2.3 the cost of providing the Lessee with reasonable suitable alternative accommodation for so long as the Property remains uninhabitable or until the end of 3 years from the destruction or damage whichever period is the shorter.

7-3.3 Risks insured

Insurance must be effected against damage or destruction by any of the Insured Risks to the extent that such insurance may ordinarily be arranged for properties such as the Estate, subject to such excesses, exclusions or limitations as the insurer requires.

7-3.4 Suspension of the Rent

7-3.4.1 Events giving rise to suspension

If and whenever the Estate or any part of it is damaged or destroyed by one or more of the Insured Risks so that the Property and the Car Parking Space are unfit for habitation and use or so that access cannot be obtained to the Property and the Car Parking Space, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the provisions of paragraph 7-3.4.2 are to have effect.

7-3.4.2 Suspending the Rent

In the circumstances mentioned in paragraph 7-3.4.1, the Rent and the Service Charge, or a fair proportion of the Rent and the Service Charge according to the nature and the extent of the damage sustained, are to cease to be payable until the end of 3 years from the destruction or damage. The suspension will end earlier if before the end of that period the Estate has been rebuilt or reinstated so as to render the Property and the Car Parking Space fit for habitation and use or so as to enable access to be obtained to the Property and the Car Parking Space. The proportion of the Rent and the Service Charge suspended and the period of the suspension are to be determined by the Surveyor acting as an expert and not as an arbitrator.

7-4 Reinstatement and termination

7-4.1 Obligation to obtain permissions

If and whenever the Estate or any part of it is damaged or destroyed by one or more of the Insured Risks or any other risk against which the Landlord has in fact insured, and payment of the insurance money is not wholly or partly refused because of any act or default of the Lessee or anyone at the Estate expressly or by implication with his authority, then the Landlord must use his best endeavours to obtain any planning permissions or other permits and consents ('permissions') that are required under the Planning Acts or otherwise to enable him to rebuild and reinstate the Estate.

7-4.2 Obligation to reinstate

Subject to the provisions of clause 7-4.3, and, if any permissions are required, after they have been obtained, the Landlord must as soon as reasonably practicable apply all money received in respect of such insurance, except sums in respect of loss of the Rent and Service Charge and sums in respect of alternative accommodation, in rebuilding or reinstating the parts of the Estate destroyed or damaged.

7-4.3 Relief from the obligation to reinstate

The Landlord need not rebuild or reinstate the Estate if and for so long as the rebuilding or reinstating is prevented because:

- 7-4.3.1 the Landlord, despite using his best endeavours, cannot obtain a necessary permission;
- 7-4.3.2 any permission is granted subject to a lawful condition with which in all the circumstances it is unreasonable to expect the Landlord to comply;
- 7-4.3.3 there is some defect or deficiency in the site on which the rebuilding or reinstatement is to take place that means it can only be undertaken at a cost that is unreasonable in all the circumstances;
- 7-4.3.4 the Landlord is unable to obtain access to the site to rebuild or reinstate;
- 7-4.3.5 the rebuilding or reinstating is prevented by war, act of God, government action, strike or lock-out; or

because of the occurrence of any other circumstances beyond the Landlord's control.

7-4.4 Notice to terminate

If the Property and the Car Parking Space are still not fit for the Lessee's habitation and use at the end of a period of 3 years starting on the date of the damage or destruction, either the Landlord or the Lessee may by notice served at any time within 6 months of the end of that period ('a notice to terminate following failure to reinstate') implement the provisions of paragraph 7-4.5.

7-4.5 Termination following failure to reinstate

On service of a notice to terminate following failure to reinstate, the Term is to cease absolutely—but without prejudice to any rights or remedies that may have accrued—and all money received in respect of the Property and the Car Parking Space under the insurance effected by the Landlord pursuant to this Lease (so far as not properly expended in or about reinstatement) shall be divided between the Landlord and the Lessee in proportion to the values of their respective interests in the Property and the Car Parking Space at the time of the damage or destruction giving rise to the payment. In the event of any dispute the proportions may be determined under the provisions of the Arbitration Act 1996 by a single arbitrator to be appointed by agreement between the Landlord and the Lessee or in default of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors at the request of either party.

7-5 Lessee's further insurance covenants

The Lessee covenants with the Landlord to observe and perform the requirements contained in this paragraph 7-5.

7-5.1 Requirements of insurers

The Lessee must comply with all the requirements and recommendations of the insurers.

7-5.2 Notice of events affecting the policy

The Lessee must give immediate notice to the Landlord of any event that might affect any insurance policy on or relating to the Property and the Car Parking Space, and of any event against which the Landlord may have insured under this Lease.

7-5.3 Notice of convictions

The Lessee must give immediate notice to the Landlord of any conviction, judgment or finding of any court or tribunal relating to the Lessee of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue any insurance.

7-5.4 Other insurance

If at any time the Lessee is entitled to the benefit of any insurance of the Property and the Car Parking Space that is not effected or maintained in pursuance of any obligation contained in this Lease, the Lessee must apply all money received by virtue of such insurance in making good the loss or damage in respect of which the money is received.

7-6 Landlord's further insurance covenants

The Landlord covenants with the Lessee to observe and perform the requirements set out in this paragraph 7-6 in relation to the insurance policy he has effected pursuant to his obligations contained in this Lease.

7-6.1 Copy policy

The Landlord must produce to the Lessee on demand a copy of the policy and the last premium renewal receipt or reasonable evidence of the terms of the policy and the fact that the last premium has been paid.

7-6.5 Liability to third parties

The Landlord will effect insurance in respect of any risks for which the Landlord may be liable in respect of injury or loss or damage to persons on the Estate in such amount as may be reasonable from time to time, with such insurance office, or with such underwriters, and through such agency as the Landlord from time to time decides, to the extent that such insurance may ordinarily be arranged for such risks, subject to such excesses, exclusions or limitations as the insurer requires.

**SIGNED AS A DEED by
MILFORD GROUP LIMITED**
Acting by a Director and its
Secretary:-

Director

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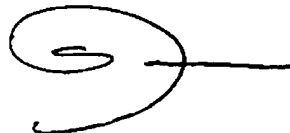

Secretary





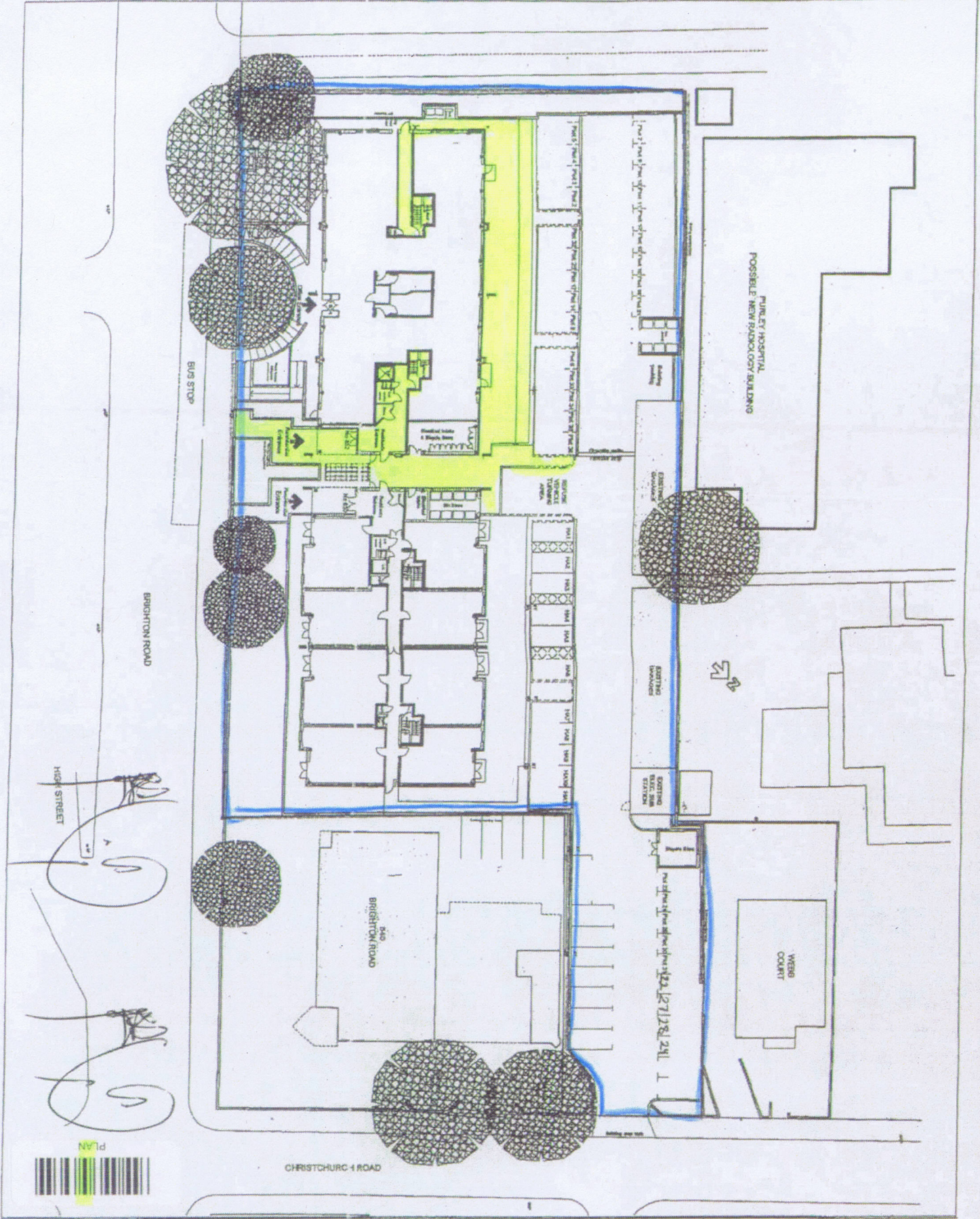
**SIGNED AS A DEED by
ORION HOUSE MANAGEMENT LIMITED**
Acting by a Director and its
Secretary:-

Director

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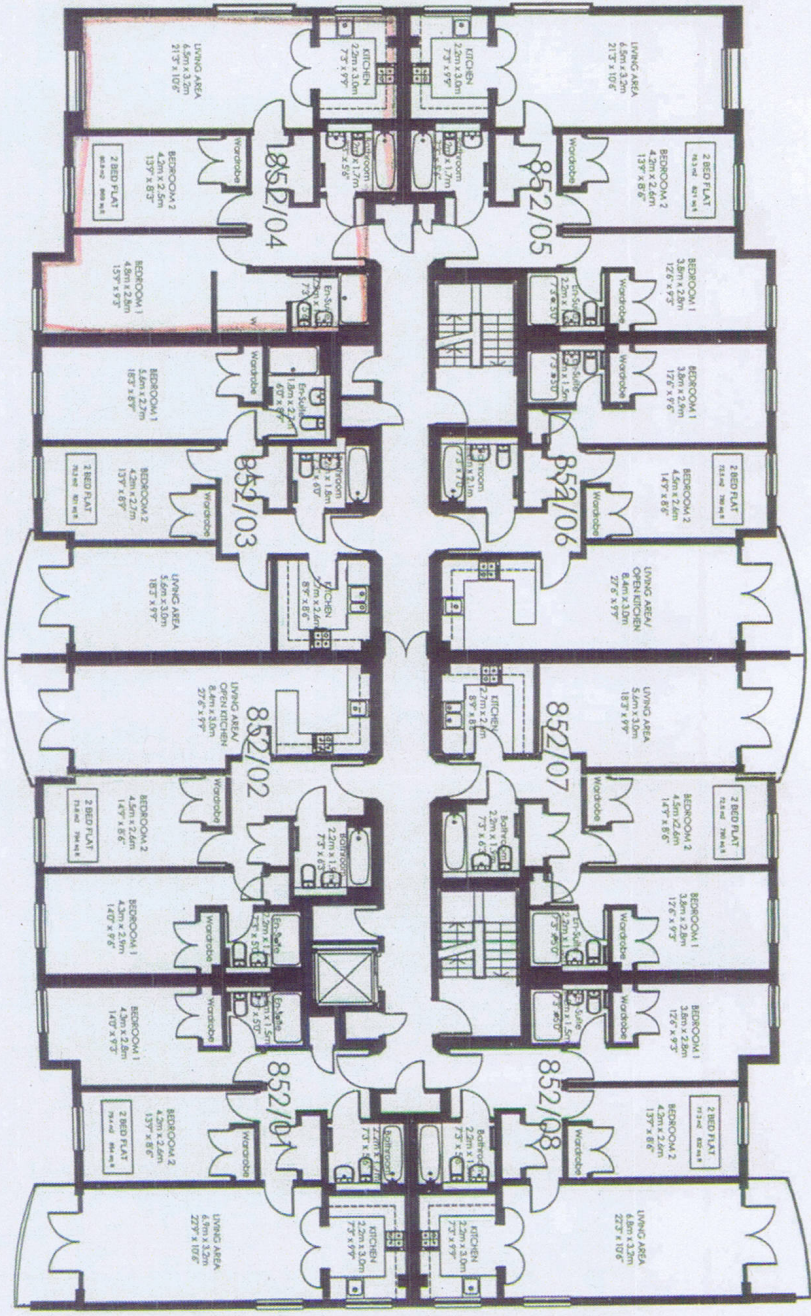
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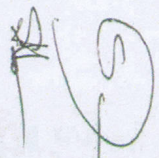

REVISIONS NO. DATE BY DESCRIPTION 1 15/01/01 JH Initial Design 2 15/01/01 JH Final Design	
STATUS INFORMATION DO NOT SCALE	
HOWARD FAIR W.B. Mathers Chartered Architect Planning Consultant 1000 New Road Christchurch CB 2W 0300 3044 8328 0300 3044 8328 hfm@howardfair.co.uk info@howardfair.co.uk	
CLIENT BELFORD HOMES PROJECT Residential / Office Development 820-824 Brighton Road TITLE Plot 1290 or parking brand	DESIGN BY JRM / JCH SCALE 1:500 DATE 14/05/2009 CHK BY JRM / JCH REV A / C

PLAN 2



1st Floor Plan



Prepared by	Checked by
Drawn by	Approved by
 	

Milford Group Ltd

Milford Group Ltd
 850 Brighton Road
 Purley
 Surrey
 CR8 2BH
 Tel: 020 8763 3500
 Fax: 020 8763 4383
 www.milfordgroup.com

Project
 The Eighties
 Cygnus Court
 852 Brighton Road
 Purley
 CR8 2BH

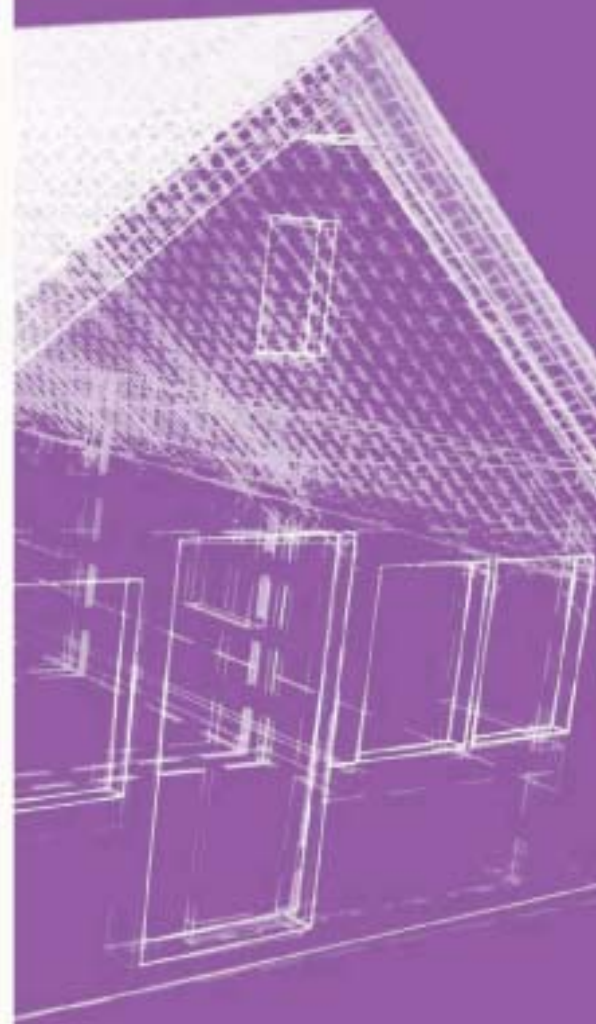
Client
 1st Floor Plan

Conveyancing
 1:150 @ A3
 0078-CON-02

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Page
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ADDITIONAL DOCUMENTATION



Home Information Pack prepared for:

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Purley
Surrey CR8 2FD

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