



Your Home Information pack





INDEX

The index lists all the documents included in your Home Information Pack. Where a document required by the Regulations is unavailable or unobtainable, the index will indicate that the document is missing and the reason why.

The index to your Home Information Pack should be updated whenever the pack or a pack document is added or removed.

Home Information Pack Index

Insert address of property to be sold below and include postcode

Apartment 3, 50
Cardinal Close
Birmingham
West Midlands
B17 8EU

About this form:

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

PART 1 – General – Required Documents

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

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. Index	<input checked="" type="checkbox"/>	18/05/2010
2. Property Information Questionnaire	<input checked="" type="checkbox"/>	30/04/2010
3a. Energy Performance Certificate and Recommendation Report – or:	<input checked="" type="checkbox"/>	28/04/2010
3b. Predicted Energy Assessment	<input type="checkbox"/>	
4. Sustainability Information (New Homes only)	<input type="checkbox"/>	
5. Sale statement	<input checked="" type="checkbox"/>	18/05/2010
Title information		
6. Official copy of the individual register (for registered properties only)	<input checked="" type="checkbox"/>	26/04/2010
7. Official copy of the title plan (for registered properties only)	<input checked="" type="checkbox"/>	26/04/2010
8. Certificate of official search of the index map (for unregistered properties only)	<input type="checkbox"/>	
9. Documents provided by seller to prove title (for unregistered properties only)	<input type="checkbox"/>	

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> date on document and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
10. Leases, tenancies or licences for dwellings in a sub-divided building that are being marketed as a single property and where part of the property is being sold with vacant possession	<input type="checkbox"/>	
Search reports		
11. Local land charges	<input checked="" type="checkbox"/>	18/05/2010
12. Local enquiries	<input checked="" type="checkbox"/>	18/05/2010
13. Drainage and water enquiries	<input checked="" type="checkbox"/>	27/04/2010

Part 2 – Commonhold properties – Required Documents

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

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

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

Part 3 – Leasehold properties – Required Documents

Column 1 Home Information Pack document	Column 2 Included <input checked="" type="checkbox"/> with date and any further information	Column 3 If it is a required document for your property: <ul style="list-style-type: none"> • Confirmation that proof of the request for the document is included (for documents required within 28 days of marketing) • reason why not included; • steps being taken to obtain it; • date when it is expected to be obtained; • any reason for further delay and further date by which the document is expected.
1. The lease, being either: <ul style="list-style-type: none"> • an “official” copy • the original lease or a true copy of it; or • an edited information document 	<input checked="" type="checkbox"/>	30/04/2010

PART 4 – Authorised Documents

Home Information Pack document	Included <input checked="" type="checkbox"/> date on document and any further information
Please list any authorised documents that have been included relevant to this property below:	
1.	<input type="checkbox"/>
2.	<input type="checkbox"/>
3.	<input type="checkbox"/>
4.	<input type="checkbox"/>
5.	<input type="checkbox"/>
6.	<input type="checkbox"/>
7.	<input type="checkbox"/>
8.	<input type="checkbox"/>
9.	<input type="checkbox"/>
10.	<input type="checkbox"/>
11.	<input type="checkbox"/>
12.	<input type="checkbox"/>
13.	<input type="checkbox"/>
14.	<input type="checkbox"/>
15.	<input type="checkbox"/>
16.	<input type="checkbox"/>
17.	<input type="checkbox"/>
18.	<input type="checkbox"/>
19.	<input type="checkbox"/>
20.	<input type="checkbox"/>
21.	<input type="checkbox"/>



PROPERTY INFORMATION QUESTIONNAIRE

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. a power of attorney) or be selling in some other capacity. The form should be completed and read as though the questions were being answered by the owner.

If you are the seller, you should be aware -

- Answers given in this form should be truthful and accurate to the best of your knowledge. The questions have been designed to help the smooth sale of your home. Misleading or incorrect answers are likely to be exposed later in the conveyancing process and may endanger the sale.
- Information included in this form does not replace official documents or legal information. You should be prepared to provide such documents on request in support of the answers given in this form.
- If you hold any guarantees for work on your property, your buyer's conveyancer is likely to ask for evidence, which it is in your interests to make available as soon as possible.
- If anything changes to affect the information given in this form prior to the sale of your home, you should inform your conveyancer or estate agent immediately.

If you are an estate agent you should be aware -

- This form should be completed by the seller but it is your responsibility to ensure that it is included in the Home Information Pack.
- The Property Misdescriptions Act 1991 does not apply where the form has been completed solely by the seller.

If you are the buyer you should be aware -

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

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

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

ALL PROPERTIES

a. The postal address of the property

**Apartment 3,
50 Cardinal Close,
Birmingham,
B17 8EU**

b. The name of the seller

Karen Hyde Fynn

c. The date the PIQ was completed

29/04/2010

1. When was the property purchased?

[August] month [2007] year

<p>2. Is your property a listed building or contained in a listed building?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
<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>A B C D E F G H</p> <p>Band: A</p>

<p>4. What parking arrangements exist at your property?</p>	<p>Garage <input type="checkbox"/></p> <p>Allocated parking space <input checked="" type="checkbox"/></p> <p>Driveway <input type="checkbox"/></p> <p>On street <input type="checkbox"/></p> <p>Resident permit <input type="checkbox"/></p> <p>Metered parking <input type="checkbox"/></p> <p>Shared parking <input type="checkbox"/></p> <p>specify other :</p>
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Other issues affecting the property

<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>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
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<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>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
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<p>7. Are you aware of any flooding at your property since you have owned it or before?</p> <p>7a. If "yes", please give details.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p>
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<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>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
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<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>"We do not have an assessment of flood risk for the area which you have selected. This may be because the area selected is outside the floodplain. It could also be because we have been unable to assess the likelihood of flooding for this area because we did not have sufficient information (this applies to fewer than 1% of the properties in England and Wales in the flood outline)"</p>
<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?</p> <p>9a. If “yes”, please give details of any guarantees relating to the work and who holds the guarantees.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
Utilities and Services	
<p>10. Is there central heating in your property?</p> <p>10a. If “yes”, please give details of the type of central heating (examples: gas-fired, oil fired, solid fuel, liquid gas petroleum).</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
<p>11. When was your central heating or other primary heating system last serviced?</p>	<p>Last serviced available [year] a report is/is not available</p> <p>Not serviced <input type="checkbox"/></p> <p>Don't know <input checked="" type="checkbox"/></p>
<p>12. When was the electrical wiring in your property last checked?</p>	<p>Last serviced available [year] a report is/is not available</p> <p>Not checked <input type="checkbox"/></p> <p>Don't know <input checked="" type="checkbox"/></p>

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

Services	Connected
Electricity	<input checked="" type="checkbox"/>
Gas	<input type="checkbox"/>
Water mains or private water supply	<input checked="" type="checkbox"/>
Drainage to public sewer (<i>if not connected please indicate whether there is a cesspool or septic tank</i>)	<input checked="" type="checkbox"/>
Telephone	<input checked="" type="checkbox"/>
Cable TV or Satellite	<input checked="" type="checkbox"/>
Broadband	<input checked="" type="checkbox"/>

Changes to the property

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

Yes

No

Don't know

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

14b. Was building regulation approval obtained?

Yes

No

Don't know

14c. Was planning permission obtained?

Yes

No

Don't know

14d. Was listed building consent obtained?

Yes

No

Don't know

If the response was "no" for any of (b) to (d), please state why not (e.g. "not required" or "work completed under approved person scheme").

<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 and guarantees, if held.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
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Access

<p>16. Do you have right of access through any neighbouring homes, buildings or land?</p> <p>16a. If “yes”, please give details.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
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<p>17. Does any other person have a right of access through your property?</p> <p>17a. If “yes”, please give details.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input checked="" type="checkbox"/></p> <p>Don't know <input type="checkbox"/></p>
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Leasehold properties

<p>18. Is your property a leasehold property?</p> <p>If “yes” complete Part 2 of this questionnaire. If “no” there is no need to complete Part 2 of this questionnaire.</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>No <input type="checkbox"/></p>
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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

<p>19. What is the name of the person or organisation to whom you pay -</p>	
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19a. ground rent; and 19b. service charges (if different from (a) above)?	- Midland Heart
20. How many years does your lease have left to run?	96 Years
21. How much is your current annual ground rent?	£0
22. How much is your current annual service charge?	£1,033.08
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	£71.16
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)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
25. Does the lease prevent you from - 25a. Sub-letting? 25b. Keeping pets?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/>
26. Does the lease allow you to: 26a. Use a car park or space? 26b. Have access to a communal garden (where applicable)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't know <input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Don't know <input type="checkbox"/>
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? 27a. If "yes", please specify.	Yes <input type="checkbox"/> No <input type="checkbox"/> Don't know <input checked="" type="checkbox"/>

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

The Energy Performance Certificate (EPC) provides a performance rating in terms of the property's energy efficiency and environmental impact. The document also includes measures which could be adopted to improve the energy efficiency of the property.

Energy Performance Certificate



Apartment 3
50, Cardinal Close
BIRMINGHAM
B17 8EU

Dwelling type:
Date of assessment:
Date of certificate:
Reference number:
Type of assessment:
Total floor area:

Top-floor flat
27 April 2010
27 April 2010
0575-2853-6441-9320-6755
RdSAP, existing dwelling
33 m²

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

Energy Efficiency Rating

	Current	Potential
Very energy efficient - lower running costs		
(92 plus) A		
(81-91) B		
(69-80) C	72	75
(55-68) D		
(39-54) E		
(21-38) F		
(1-20) G		
Not energy efficient - higher running costs		
England & Wales	EU Directive 2002/91/EC	

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

Environment Impact (CO₂) Rating

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A		
(81-91) B		
(69-80) C	75	76
(55-68) D		
(39-54) E		
(21-38) F		
(1-20) G		
Not environmentally friendly - higher CO ₂ emissions		
England & Wales	EU Directive 2002/91/EC	

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (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	294 kWh/m ² per year	282 kWh/m ² per year
Carbon dioxide emissions	1.4 tonnes per year	1.4 tonnes per year
Lighting	£36 per year	£20 per year
Heating	£144 per year	£135 per year
Hot water	£152 per year	£152 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.



Certification mark

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 ECMK 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:	ECMK201286
Assessor's name:	Mr Russell Thompson
Company name/trading name:	BBT Energy Assessors
Address:	200 Chester Road North, Sutton Coldfield West Midlands, B73 6SH
Phone number:	07971 898 793
Fax number:	
E-mail address:	bbtassessors@aol.com
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.ecmk.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:**

- 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

Apartment 3
50, Cardinal Close
BIRMINGHAM
B17 8EU

Date of certificate:
Reference number:

27 April 2010
0575-2853-6441-9320-6755

Summary of this home's energy performance related features

The table below is 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.

Element	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Cavity wall, as built, insulated (assumed)	Good	Good
Roof	Pitched, insulated (assumed)	Good	Good
Floor	To unheated space, insulated (assumed)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Electric storage heaters	Poor	Very poor
Main heating controls	Automatic charge control	Average	Average
Secondary heating	Portable electric heaters	-	-
Hot water	Electric instantaneous at point of use	Very poor	Poor
Lighting	Low energy lighting in 25% of fixed outlets	Average	Average
Current energy efficiency rating		C 72	
Current environmental impact (CO ₂) rating		C 75	

Low and zero carbon energy sources

None

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement	
		Energy Efficiency	Environmental
1 Low energy lighting for all fixed outlets	£11	C 73	C 76
Sub-total	£11		
Higher cost measures (over £500)			
2 Fan-assisted storage heaters	£13	C 75	C 76
Total	£24		
Potential Energy efficiency rating		C 75	
Potential environmental impact (CO ₂) rating			C 76

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 Fan assisted storage heaters

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

About the further measures to achieve even higher standards

Not applicable

What can I do today?

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

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

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

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.



SALE STATEMENT

This document contains details of the property for sale.

Sale Statement

Insert address (or plot number) of property to be sold below and include postcode.

Apartment 3, 50
Cardinal Close
Birmingham
West Midlands
B17 8EU

About this form:

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

Seller's check of this form

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

	Statement
1. Is the property a flat or a house?	<input checked="" type="checkbox"/> Flat (incl. maisonette) or <input type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input checked="" type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 24 August 2020 and with 96 years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> The whole of a registered estate <input type="checkbox"/> Part of a registered estate <input type="checkbox"/> The whole of an unregistered estate <input type="checkbox"/> Part of an unregistered estate
5. Name(s) of seller	Miss Karen Hyde-Fynn

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



EVIDENCE OF TITLE

This contains official copies of the documents that comprise the legal title to the property giving evidence of ownership and of the rights and obligations which affect the property.

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 WM914509

Edition date 23.02.2010

- This official copy shows the entries on the register of title on 26 APR 2010 at 14:25:46.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 26 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, Coventry Office.

A: Property Register

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

WEST MIDLANDS : BIRMINGHAM

- 1 (21.09.2007) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Apartment 3, 50 Cardinal Close, Edgbaston, Birmingham (B17 8EU).

NOTE: As to the part tinted blue on the title plan only the first floor is included in the title.

- 2 (21.09.2007) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

- 3 (21.09.2007) The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 22 December 2005 referred to in the Charges Register.

- 4 (21.09.2007) The Transfer dated 22 December 2005 referred to above contains a provision excluding the operation of Section 62 of the Law of Property Act 1925 as therein mentioned.

- 5 (21.09.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 24 August 2007
Term : 99 years from 24 August 2007
Parties : (1) Midland Heart Limited
(2) Karen Mary Hyde-Fynn

NOTE 1: The tenant is under an obligation to surrender the lease in the circumstances therein mentioned

NOTE 2: The lease contains a right of pre-emption.

- 6 (21.09.2007) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by

A: Property Register continued

reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.

- 7 (21.09.2007) The registered lease dated 24 August 2007 grants the exclusive use of the parking space tinted pink on the title plan.

B: Proprietorship Register

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

Title absolute

- 1 (21.09.2007) PROPRIETOR: KAREN MARY HYDE-FYNN of Apartment 3, 50 Cardinal Close, Edgbaston, Birmingham B17 8EU.
- 2 (21.09.2007) The price, other than rents, stated to have been paid on the grant of the lease was £49,875.
- 3 (21.09.2007) RESTRICTION: No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number WM843168 by its secretary or conveyancer that the provisions of Clause 3(17) of the registered lease have been complied with.

C: Charges Register

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

- 1 (21.09.2007) A Deed Poll dated 6 October 1873 made by (1) The Midland Land and Investment Corporation Limited and (2) The several persons whose names and seals were subscribed and affixed to those presents contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 2 (21.09.2007) A Wayleave Agreement and Consent dated 10 November 2004 made between (1) David Wilson Homes Limited (Grantors) and (2) Central Networks West PLC (the Company) contains provisions in the following terms:

"The Grantor(s) hereby give(s) the Company full and free licence and liberty and consent for the Company its servants workmen and others authorised by them to erect and or lay and use and thereafter from time to time repair inspect and maintain re-erect re-lay and remove electric lines either overhead or underground as the Company shall require for the transmission and distribution of electricity and the necessary service turrets poles stays ducts pipes and other apparatus appurtenant thereto (herein collectively referred to as "the said electric lines") (the right hereby granted to include the right to erect and or lay additional apparatus to that originally erected and laid in contradistinction from and in addition to the right already given to replace apparatus) over on and or under the said land on the plan numbered M5409 which relates to Grid Ref. SP024865 annexed hereto and for any of the purposes aforesaid to enter upon the said land to execute all or any of such works as aforesaid and to break up and excavate so much of the said land as may from time to time be necessary and remove and dispose of any surplus earth PROVIDED that in so doing the Company shall cause as little damage as may be to the said land and shall so far as practicable make good and restore the surface thereof"

The said Agreement and Consent also contains the following conditions:

"THE Grantor(s) hereby AGREE(S) with the Company:

(i) That he/she/they/it will not erect or permit to be erected any building or erection of any kind whatsoever or plant any trees under over or in close proximity to the said electric lines without first obtaining the prior approval of the Company such approval not to be

C: Charges Register continued

unreasonably withheld

(ii) Not to raise or lower the level of the said land which would in any way affect the rights hereby licensed

(iii) That he/she/they/it will on any sale lease or other disposition of the said land or any part thereof sell lease or dispose of such land subject to this agreement.

THIS Agreement shall remain in force for a term of 99 years computed from the date hereof and shall continue thereafter from year to year until determined by either party giving to the other six months notice in writing".

NOTE: The said land referred to includes the land in this title.

- 3 (21.09.2007) A Transfer of the freehold estate in the land in this title and other land dated 22 December 2005 made between (1) David Wilson Homes Limited and (2) Focus Home Options Agency Limited contains restrictive covenants.

NOTE:-Copy filed under WM873647.

- 4 (21.09.2007) REGISTERED CHARGE dated 24 August 2007.

- 5 (23.02.2010) Proprietor: SANTANDER UK PLC (Co. Regn. No. 2294747) of Deeds Services, 101 Midsummer Boulevard, Milton Keynes MK9 1AA.

Schedule of restrictive covenants

- 1 (21.09.2007) The following are details of the covenants contained in the Deed Poll dated 6 October 1873 referred to in the Charges Register:
-

Each of them the Midland Land and Investment Corporation Limited (so far as the making of the roads thereafter agreed to be made by them) and each of the persons severally whose names and seals were thereunto subscribed and affixed respectively (so far as covenants thereafter contained were to be observed and performed by himself or herself his or her respective heirs and assigns and persons claiming through him her or them and so as to bind himself and herself respectively and his and her respective heirs only to the observance and performance of same covenants respectively whilst he or she or his or her respective heirs should be entitled to the legal interest in the hereditaments to which his or her covenants respectively related and to render himself and herself his and her respective heirs executors and administrators liable only for breaches committed whilst he she or they should be beneficially entitled to same hereditaments but with intent to bind his or her assigns and all persons thereafter claiming any interest in same) did respectively thereby for themselves himself and herself respectively their his and her respective successors heirs executors and administrators covenant with each of the other of them the Midland Land and Investment Corporation Limited and said persons whose names and seals were thereto subscribed and affixed their his and her respective successors heirs and assigns in manner following:-

1. The term "Owner" thereafter used should mean as well a person being one of several purchasers as any person claiming as heir or assigns of or in any manner through any of said several purchasers any estate or interest in any part of said estate and when used in masculine gender should be deemed applicable as well to feminine.

2.

3. No owner should erect any building on said estate other than a private residence or an outbuilding to a private residence or use any building so to be erected on said estate for any other purpose or use any part of said estate as a tea garden or place or public amusement or carry on or permit to be carried on on any part of said estate any trade business or manufacture whatsoever or do or suffer to be done anything whatsoever on part of said estate which might be a nuisance to any owner of any other part of said estate.

Schedule of restrictive covenants continued

4. No message (exclusive of Stabling Coachhouse conservatory fences and buildings of like character) should be erected upon that part of said estate fronting to Bear Lane of a less value than £400.

5. The front walls of all houses should be built on lines set out upon said plan marked "Building Line" and no outbuilding should be erected fronting said roads.

6. The Midland Land and Investment Corporation Limited should within twelve calendar months from date of these presents make roads called "Poplar Avenue East" "Poplar Avenue West" and "Avenue Road" shown upon said plan and every owner of property abutting on said roads respectively or his tenants should at all times thereafter have free use of same and until public authorities should take upon themselves the repair of such roads each owner having such right of road should pay to said Corporation or person or persons undertaking repair of such roads a proportion of any repairs and expenses connected therewith which might be performed or incurred such proportion to be adjusted with reference to fronting of property of owners respectively fronting on said roads.

7. The angles of lots at junction of roads should be rounded and formed as shewn on said plan and land required for such purpose should be deemed part of sites of roads respectively adjoining to such angles.

NOTE: The building line referred to in clause 5 above is the line of existing buildings fronting onto Poplar Avenue.

End of register



These are the notes referred to on the following official copy

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

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

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

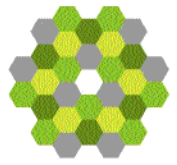
This official copy is issued on 26 April 2010 shows the state of this title plan on 26 April 2010 at 14:25:34. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be 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 7 - *Title Plans*.

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

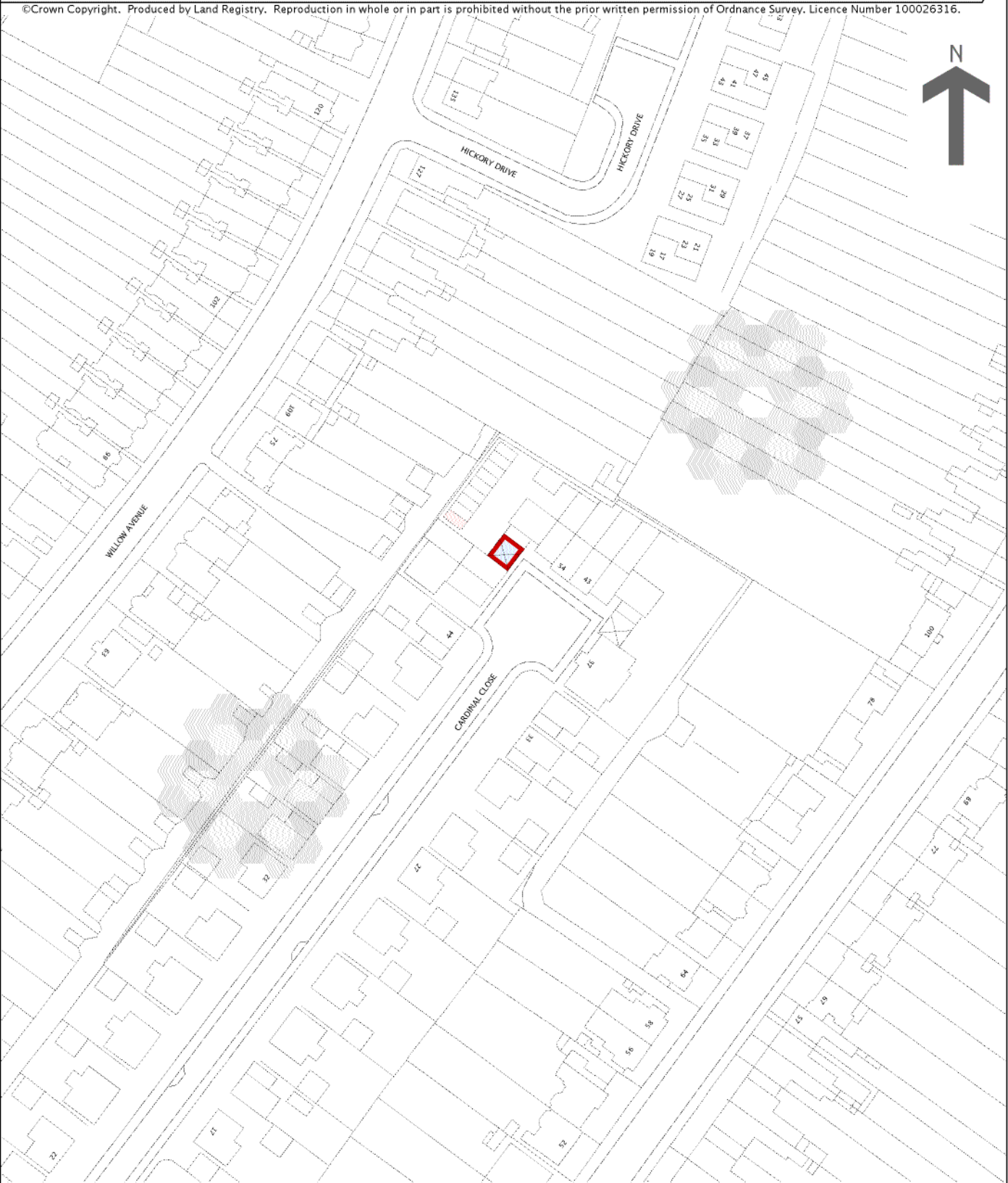


Land Registry Official copy of title plan

Title number **WM914509**
Ordnance Survey map reference **SP0286NW**
Scale **1:1250**
Administrative area **WEST MIDLANDS :**
BIRMINGHAM



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DATED

24th August

2007

MIDLAND HEART LIMITED

-and-

KAREN MARY HYDE-FYNN

SHARED OWNERSHIP LEASE

(FLAT)

-of-

Apartment 3, 50 Cardinal Close

Edgbaston, Birmingham B17 8EU

(formerly Plot 22 The Poplars, Cardinal Newman)

Howarth Goodman

Solicitors

25b Winckley Square

Preston

PR1 3JJ

Tel: 01772 882244

Ref: PB/2010-726-0/18430

Direct email:

pb@howarthgoodman.co.uk

Revision Date: 28.08.2006

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howarth goodman

solicitors

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PRESCRIBED CLAUSES – Shared Ownership Flat Lease

<p>LR1. Date of the Lease</p>	<p align="center">24th August 2007</p>
<p>LR2. Title Information</p>	<p>LR2.1 Landlord's title number: WM873647</p> <p>LR2.2 Other title numbers:</p>
<p>LR3. Parties to the lease</p>	<p>Landlord: Midland Heart Limited of 20 Bath Row Birmingham B15 1LZ</p> <p>Tenant: Karen Mary Hyde-Fynn of 1 Frankley Terrace Lordswood Road Harborne B17 9QR</p> <p>(being the Leaseholder as defined in the Lease)</p>
<p>LR4. Property</p>	<p>In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.</p> <p>The first floor flat to be known as Apartment 3, 50 Cardinal Close Edgbaston Birmingham B17 8EU shown edged red on the plan attached</p>
<p>LR5. Prescribed statements</p>	<p>LR5.1 <i>Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003</i></p> <p>The land demised is held by the Landlord an exempt charity</p> <p>LR5.2 <i>This lease is made under, or by reference to, provisions of:</i></p> <p>Not applicable</p>

LR6. Term for which the Property is leased	The term as specified in this lease at clause 2
LR7. Premium <i>Specify the total premium, inclusive of any VAT where payable.</i>	£49,875.00
LR8. Prohibitions or restrictions on disposing of the lease	This lease contains a provision that prohibits or restricts dispositions.
LR9. Rights of acquisition etc.	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land None</p> <p>LR9.2 Tenant's covenant to (or offer to) surrender this lease See Clauses 3(16)(b)(iii) and 3(17)(b)(ii) and the Seventh and Eighth Schedules and Clause 6(7)</p> <p>LR9.3 Landlord's contractual rights to acquire this lease Not applicable.</p>
LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property	None

<p>LR11. Easements</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property Second Schedule</p> <p>LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Third Schedule</p>
<p>LR12. Estate rentcharge burdening the Property</p>	<p>Not applicable</p>
<p>LR13. Application for standard form of restriction</p>	<p>The Parties to this lease apply to enter the following standard form of restriction against the title of the Property:-</p> <p>"No deed varying the terms of the registered lease is to be registered without the consent of The Housing Corporation of 149 Tottenham Court Road London W1T 7BN"</p> <p>"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number WM843168 or signed on such proprietor's behalf by its Secretary or Conveyancer that the provisions of Clause 3(17) of the registered lease have been complied with"</p>
<p>LR14. Declaration of trust where there is more than one person comprising the Tenant If the Tenant is one person, omit or delete all the alternative statements. If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.</p>	

LAND REGISTRY
Land Registration Act 2002

ADMINISTRATIVE AREA : WEST MIDLANDS - BIRMINGHAM

TITLE NUMBER : WM 873647

PROPERTY : PLOTS 22, 23, 24, 29-37 CARDINAL
NEWMAN SCHOOL POPLAR AVENUE
EDGBASTON BIRMINGHAM

PARTICULARS

Landlord : Midland Heart Limited whose registered office is
situate at 20 Bath Row Birmingham B15 1LZ

Leaseholder : Karen Mary Hyde-Fynn of 1 Frankley Terrace
Lordswood Road Harborne B17 9QR

Estate : The land comprised in Title Number WM873647
shown edged blue on the plan annexed hereto
("the Plan")

Building : The property known as Apartment numbers 1-3, 50
Cardinal Close Edgbaston Birmingham B17 8EU
being part of the property comprised in Title
Number WM873647 referred to above

Premises : Apartment 3, 50 Cardinal Close Edgbaston
Birmingham B17 8EU on the first floor of the
Building which is shown edged red on the Plan and
includes the fixtures and fittings therein

Parking Space : The parking space shown numbered 22 on the
Plan

Visitor Parking Area : The parking spaces shown marked with a letter "V"
on the Plan which are for temporary casual use
only (subject to availability) by any visitor of the
Leaseholder or any visitor of leaseholders and
occupiers of other properties on the Estate

Initial Market Value	:	The sum of £99,750.00
Premium	:	The sum of £49,875.00
Initial Percentage	:	50 %
Gross Rent on Commencement Date	:	£ 2992.56 per annum
Initial Relevant Percentage	:	50 %
Specified Rent	:	£ 1496.28 per annum and any other sum that may be payable pursuant to the provisions of the Fourth Schedule hereto
Management Charge	:	The costs incurred by the Landlord as set out in the Ninth Schedule being £303.84 on the date hereof
Service Charge	:	A proportionate part of the Service Provision to be determined from time to time being £571.92 on the date hereof
Commencement Date	:	1 July 2006

THIS LEASE which is made by Deed the 24th day of August 2007 between the Landlord of the one part and the Leaseholder of the other part

RECITES THAT:-

- (1) The Landlord is an Industrial and Provident Society registered under the Industrial and Provident Societies Act 1965 under Number 30069R
- (2) The Landlord is a Registered Social Landlord registered with the Housing Corporation under Number L4466
- (3) The Landlord is registered at the Land Registry as proprietor with absolute title to the Building
- (4) The Landlord has previously granted or intends to grant leases of all the flats in the Building subject to the Mutual Covenants set out in the First Schedule with the intention that any tenant for the time being of a flat in the Building may be able to enforce the observance of the covenants by the tenant and occupier of any other flat in the Building
- (5) The Landlord has agreed to grant to the Leaseholder a lease upon payment by the Leaseholder of the Premium representing the Initial Percentage of the Initial Market Value of the Premises and upon payment of the Specified Rent representing the Initial Relevant Percentage of the Gross Rent of the Premises with provisions to enable the Leaseholder from time to time to pay for a further percentage of the Market Value followed by the corresponding reduction of the percentage of the Gross Rent payable

AND NOW WITNESSES as follows:-

- 1(1) References to "the Landlord" and "the Leaseholder" shall include the successors in title of them respectively and successors in title in relation to the Leaseholder has the same meaning which that expression bears in sub-section 9(1)(a) of the Perpetuities and Accumulations Act 1964
- 1(2) The following expressions have where the context admits the following meanings:-
 - 1(2) (a) the expressions set out in the left hand column of the Particulars on the first and second pages of this Lease shall have the meanings assigned to them by the right hand column of those Particulars
 - 1(2) (b) "the Common Parts" means the entrance landings staircases and other parts of the Building and any bin store accessway footpath and landscaped area appurtenant to it the Visitor Parking Area and any communal lighting bollards within the Estate which are intended to be or

are capable of being enjoyed or used by the Leaseholder in common with the occupiers of the other units in the Building or on the Estate

- 1(2) (c) "the term" means the term hereby granted
- 1(2) (d) "Payment Sum" means the sum equal to a percentage (equal to the Initial Percentage plus any Portioned Percentage or Percentages purchased pursuant to Clause 2 and the Fifth Schedule hereto) of the Market Value of the Premises as defined in the Fifth Schedule hereto (but excluding Paragraphs 1(1)(iii) and 1(1)(iv) of that definition) as at a date no more than eight weeks prior to either the date of exchange of contracts for the assignment or the date of surrender of the Lease (as applicable) and for the purposes of this definition the Market Value shall be assessed by a Valuer (as defined in the Fifth Schedule) instructed by or on behalf of the Leaseholder and evidenced by a certificate in writing in such form as may be approved from time to time by the Housing Corporation which shall, in the case of an assignment, be sent to the Landlord with the details of the assignment pursuant to Clause 3(18) hereof and, in the case of a Surrender, be made available to the Landlord as soon as reasonably practicable and in any event within two weeks of service of a notice by the Landlord pursuant to Clause 3(16)(b)(iii) and shall in each case be at the cost of the Leaseholder
- 1(2) (e) "Person" includes a company corporation or other body legally capable of holding land
- 1(2) (f) Expressions relating to the payment of a service charge are defined in Clause 7 of this Lease
- 1(2) (g) Expressions relating to the calculation of the Specified Rent are defined in the Fourth Schedule
- 1(2) (h) Expressions relating to the staircasing provisions are defined in the Fifth Schedule
- 1(3) Where the Leaseholder is more than one person the covenants on the part of the Leaseholder shall be joint and several covenants
- 1(4) The singular includes the plural and the masculine includes the feminine and neuter and vice versa
- 1(5) References herein to any statute or any section of any statute include a reference to any statutory amendment modification or re-enactment thereof for the time being in force

2. In consideration of the aforesaid agreement and the Premium (receipt of which the Landlord hereby acknowledges) and of the Specified Rent and the Leaseholder's covenants reserved and contained below the Landlord **HEREBY DEMISES** the Premises to the

Leaseholder **TOGETHER** with the easements rights and privileges mentioned in the Second Schedule subject as there mentioned **AND TOGETHER** with the rights but subject to the provisions as more particularly referred to in the Fifth Schedule hereto **EXCEPT AND RESERVING** the rights set out in the Third Schedule **TO HOLD** the Premises to the Leaseholder for the term of **NINETY NINE YEARS** from the Commencement Date **YIELDING AND PAYING** therefor the Specified Rent and any variation thereof in accordance with the provisions of the Fourth Schedule hereto the Management Charge and the Service Charge on the date hereof a proportionate part of 1/12th of the Specified Rent the Management Charge and the Service Charge for each remaining day of that calendar month together with 1/12th of the Specified Rent the Management Charge and the Service Charge for the next following month and then 1/12th of the Specified Rent the Management Charge and the Service Charge in advance no later than the 29th day of the previous month for each of the following calendar months during the term

3. **THE Leaseholder HEREBY COVENANTS** with the Landlord

- 3(1) To pay the Specified Rent the Management Charge and the Service Charge and all other monies due hereunder at the times and in the manner mentioned above without deduction **PROVIDED ALWAYS** if and whenever the Specified Rent the Management Charge and the Service Charge or any other monies due hereunder to the Landlord shall at any time be unpaid for a space of fourteen days after becoming payable the same shall until paid bear interest calculated on a day to day basis at an annual rate of 3% above the Base Rate of Barclays Bank plc for the time being in force
- 3(2) (a) To pay and discharge all existing and future rates taxes assessments and outgoings whatsoever now or at any time during the term payable in respect of the Premises or any part thereof or by the owner or occupier thereof and in the event of any rates taxes assessments charges impositions and outgoings being assessed charged or imposed in respect of any property of which the Premises form part to pay the proper proportion of such rates taxes assessments charges impositions and outgoings attributable to the Premises
- 3(2) (b) To pay the Service Charge in accordance with Clause 7
- 3(3) To keep the interior of the Premises and the glass in the windows and doors (if any) of the Premises and the interior faces (including plaster and other internal covering or lining and any floor boards tiling and screeding) of the walls ceilings and floors of the Premises and all radiators and water and sanitary apparatus and gas and electrical apparatus of the Premises and all pipes drains and wires which are in the Premises and are enjoyed or used only for the Premises and not for other premises in the Building and the fixtures and appurtenances of and belonging to the Premises clean and in good and substantial repair and condition (damage by fire or other risks insured under Clause 5(2) excepted unless such insurance shall be vitiated by any act or default of the Leaseholder)

- 3(4) As often as is reasonably necessary and in the last month of the term however determined in a proper and workmanlike manner (and in the last month of the term in colours approved by the Landlord) to paint paper treat and generally decorate in a style appropriate to property of a like character all the inside of the Premises previously or usually so painted papered treated and decorated
- 3(5) Forthwith to repair and make good any damage to the Common Parts caused by the Leaseholder or the Leaseholder's family servants or licensees or by any other person under the control of the Leaseholder in such manner as the Landlord shall direct and to its reasonable satisfaction
- 3(6) (a) Not to make any alterations or additions to the exterior of the Premises or any structural alterations or structural additions to the interior of the Premises nor to erect any new buildings thereon nor in any way to interfere with the outside of the Building nor to remove any of the Landlord's fixtures from the Premises
- 3(6) (b) Not to make any alteration or addition of a non structural nature to the interior of the Premises without the previous written consent of the Landlord such consent not to be unreasonably withheld
- 3(7) To execute and do at the expense of the Leaseholder all such works and things whatever as may at any time during the term be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Premises or any part thereof **PROVIDED ALWAYS** that the Leaseholder shall not be liable by virtue of this sub-clause to execute or do any works which fall within the scope of Clause 5(3) of this Lease
- 3(8) Promptly to serve on the Landlord a copy of any notice order or proposal relating to the Premises and served on the Leaseholder by any national local or other public authority
- 3(9) To pay all costs charges and expenses (including Solicitors' costs and Surveyors' fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a Notice under Section 146 or Section 147 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief by the Court or otherwise incurred by the Landlord in respect of any breach of covenant by the Leaseholder hereunder
- 3(10) To obtain all licences permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Leaseholder on the Premises or any part thereof or in respect of any user thereof during the term
- 3(11) To permit the Landlord and its surveyor or agent at all reasonable times on notice to enter the Premises to view the condition thereof and to make good all defects and wants of repair of which notice in writing is given by the Landlord to the

Leaseholder and for which the Leaseholder is liable under this Lease within three months after the giving of such notice

- 3(12) If the Leaseholder shall at any time make default in the performance of any of the covenants herein contained relating to repair it shall be lawful for the Landlord (but without prejudice to the right of re-entry under Clause 6(1) of this Lease) to enter upon the Premises and repair the same in accordance with those covenants and the expense of such repairs including surveyors' fees shall be repaid by the Leaseholder to the Landlord on demand
- 3(13) At all reasonable times during the term on notice to permit the Landlord and the lessees of other premises in the Building with workmen and others to enter the Premises for the purpose of repairing any adjoining or neighbouring premises and for the purpose of repairing maintaining and replacing all sewers drains pipes cables gutters wires party structures or other conveniences belonging to or serving the same the party so entering making good any damage thereby caused to the Premises
- 3(14) At the expiration or sooner determination of the term peaceably to yield up the Premises to the Landlord **PROVIDED THAT** damage by fire or other risks insured under Clause 5(2) is excepted from the Leaseholder's liability under this sub-clause unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder
- 3(15) (a) Not to assign underlet charge mortgage or part with possession of part only of the Premises
- 3(15) (b) Not to underlet the whole of the Premises
- 3(16) (a) If at any time when the aggregate of the Initial Percentage and any Portioned Percentage acquired by the Leaseholder pursuant to the provisions of Clause 2 and the Fifth Schedule hereto is less than 100% this Lease has been assigned otherwise than in the circumstances detailed in Clauses 3(16)(b) or 3(16)(c) hereof and the Landlord by notice in writing served upon the Leaseholder within two months after receipt of notice of the assignment pursuant to Clause 3(18) hereof so requires the Leaseholder shall pay to the Landlord on demand the Relevant Percentage of the Market Value as defined in and ascertained in accordance with the provisions of the Fifth Schedule hereto as if the Leaseholder had served a notice on the Landlord on the date of the assignment pursuant to Paragraph 2(1) of the Fifth Schedule hereto stating his intention to acquire such Portioned Percentage as would thereafter reduce the Relevant Percentage to nil
- 3(16) (b) The Landlord may not require payment under Clause 3(16)(a) when the Lease is assigned:-

- (i) under a Will or intestacy, or under Section 24 of the Matrimonial Causes Act 1973, or under Section 2 of the Inheritance (Provision for Family and Dependents) Act 1975; or
 - (ii) to a person nominated by the Landlord within a period of eight weeks of receipt by the Landlord of notice from the Leaseholder to the effect that he wishes to dispose of his interest ("the Nomination Period") at a price no greater than the Payment Sum; or
 - (iii) by way of surrender to the Landlord pursuant to the provisions of the Seventh Schedule following receipt of a notice from the Landlord (in response to the Leaseholder's notice served pursuant to Clause 3(16)(b)(ii)) stating that the Landlord will accept a surrender of the term hereby granted ("a Surrender") and the Surrender shall be in consideration of the payment of the Payment Sum
- 3(16) (c) The Landlord may not require payment under Clause 3(16)(a) when the Lease is assigned at a price no greater than the Payment Sum and any of the following circumstances apply:-
- (i) the Landlord has failed within the Nomination Period either to make any nomination pursuant to Clause 3(16)(b)(ii) or to serve notice on the Leaseholder stating that the Landlord will accept a Surrender pursuant to Clause 3(16)(b)(iii); or
 - (ii) the person or persons nominated by the Landlord pursuant to Clause 3(16)(b)(ii) has failed to enter into a binding contract for purchase from the Leaseholder within twelve weeks from receipt of a draft contract by the solicitors or other person acting for the person or persons nominated by the Landlord (which draft contract shall be supplied by the solicitors or other person acting for the Leaseholder and shall contain reasonable terms based on the current Law Society standard conditions of sale); or
 - (iii) completion of the Surrender to the Landlord has not taken place within the timescales set out in Paragraph 1 of the Seventh Schedule
- 3(17)(a) The Leaseholder shall not during the period of twenty-one years after effecting a Final Staircasing in accordance with the Fifth Schedule ("the Pre-Emption Period")
- (i) assign; or
 - (ii) underlet pursuant to an underlease for a term of more than twenty-one years otherwise than at a rack rent the whole of the Premises;

otherwise than as permitted pursuant to the provisions of sub-clauses (b) and (c) hereof **PROVIDED THAT** where the Lease is assigned under a Will or intestacy, or under Section 24 or 24A of the Matrimonial Causes Act 1973, Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 or section 17 of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders or orders for the sale of property after overseas divorce, &c); or paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents) or Part 2 or 3 of Schedule 5, or paragraph 9 of Schedule 7, to the Civil Partnership Act 2004 (property adjustment orders, or orders for the sale of property, in connection with civil partnership proceedings or after overseas dissolution of civil partnership, etc) the provisions of this Clause 3(17) (save for Clause 3(17)(d)) shall not apply and **PROVIDED FURTHER THAT** where 3 (17)(a)(ii) applies it shall be assumed

- (i) that any option to renew or extend such underlease whether or not forming part of a series of options is exercised; and
- (ii) that any option to terminate such underlease is not exercised

3(17)(b) If the Leaseholder wishes to assign or underlet upon the terms set out in Clause 3(17)(a) the whole of the Premises during the Pre-Emption Period he shall first serve written notice on the Landlord offering a surrender of the term hereby granted and within six weeks of service the Landlord shall serve written notice on the Leaseholder:

- (i) declining the offer of a surrender but nominating a purchaser to take an assignment of the whole of the Premises in which case the provisions of the Sixth Schedule will apply; or
- (ii) stating that the Landlord will accept a surrender of the term hereby granted in which case the provisions of the Eighth Schedule will apply

3(17)(c) If the Landlord does not serve a notice within the six week period specified in sub-clause (b) hereof (as to which time shall be of the essence) the Leaseholder may assign or underlet the whole of the Premises subject to exchange of contracts (or completion where there is no prior exchange of contracts) for the assignment or underletting taking place within twelve months of service of the Leaseholder's notice pursuant to sub-clause (b) hereof **PROVIDED THAT** if no exchange of contracts is effected within such twelve month period and the Leaseholder wishes to assign or underlet the whole of the Premises the procedure set out in sub-clause (b) and this sub-clause shall be repeated

3(17)(d) The Landlord and the Leaseholder HEREBY APPLY to the Chief Land Register to enter a restriction in the following form in the proprietorship register of the Leaseholder Title:-

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the proprietor for the time being of the

estate registered under title number WM873647 or signed on such proprietor's behalf by its Secretary or Conveyancer that the provisions of Clause 3(17) of the registered lease have been complied with"

- 3(18) Within one month of any assignment mortgage charge or devolution of the Leaseholder's interest in the Premises to give notice of it together with a certified copy of the instrument effecting the assignment mortgage charge or devolution to the Landlord and to pay a reasonable fee to the Landlord for the registration of the notice
- 3(19) To provide carpets or other suitable floor coverings to the floors of the Premises
- 3(20) To repay to the Landlord all costs charges and expenses incurred by it in repairing renewing and reinstating any part of the Building not hereby demised or any part of the Common Parts so far as such repair renewal or reinstatement shall have been necessitated or contributed to by any act neglect or default of the Leaseholder
- 3(21) To do such acts and things as may reasonably be required by the Landlord to prevent any easement or right belonging to or used with the Premises from being obstructed or lost And not knowingly to allow any encroachment to be made on or easement acquired over the Premises and in particular not to allow the right of access of light from or over the Premises to any neighbouring property to be acquired
- 3(22) To pay to the Landlord when asked the amount of any excess which is not covered by the Landlord's insurance policy referred to in Clause 5(2)
- 3(23) To observe and perform the restrictions and other covenants affecting the Landlord's title so far as the same are now subsisting and affect the Premises and to indemnify the Landlord in respect of any breach thereof
4. The Leaseholder **HEREBY COVENANTS** with the Landlord and with and for the benefit of the tenants and occupiers from time to time of the other premises in the Building as follows:-
 - 4(1) That the Leaseholder and the persons deriving title under the Leaseholder will at all times observe the covenants set out in the First Schedule
 - 4(2) That the Leaseholder and the persons deriving title under the Leaseholder will at all times comply with such reasonable regulations as the Landlord may make from time to time relating to the putting out of refuse for removal and such other matters as the Landlord considers necessary or desirable for the purpose of securing the safety orderliness or cleanliness of the Building or the Common Parts or the comfort or convenience of the tenants of the Building or the efficient or economical performance by the Landlord of its obligations under this Lease

5. **THE** Landlord **HEREBY COVENANTS** with the Leaseholder as follows:-
- 5(1) That the Leaseholder paying the rents hereby reserved and performing and observing the covenants herein contained may peaceably enjoy the Premises during the term without any lawful interruption by the Landlord or any person rightfully claiming under or in trust for it
- 5(2) That the Landlord will at all times during the term (unless such insurance shall be vitiated by any act or default of the Leaseholder) arrange to keep the Building insured against loss or damage by fire and such other risks as the Landlord may from time to time reasonably determine or the Leaseholder or the Leaseholder's mortgagee may reasonably require in some insurance office of repute to its full reinstatement value (including all professional fees in connection with any reinstatement and two years' loss of rent) and whenever required will produce to the Leaseholder the insurance policy and the receipt for the last premium for the same and will in the event of the Building being damaged or destroyed by fire or other risks covered by such insurance as soon as reasonably practicable make a claim against the insurers and lay out the insurance monies in the repair rebuilding or reinstatement of the same
- 5(3) That (subject to payment of the Specified Rent the Management Charge and the Service Charge and except to such extent as the Leaseholder or the tenant of any other part of the Building or the Estate shall be liable in respect thereof respectively under the terms of this Lease or of any other lease) the Landlord shall maintain repair redecorate renew and (in the event in the Landlord's reasonable opinion such works are required) improve:-
- 5(3) (a) the roof foundations and main structure of the Building and all external parts thereof including all external and load-bearing walls the windows and doors on the outside of the flats within the Building (save the glass in any such doors and windows and the interior surfaces of walls) and all parts of the Building which are not the responsibility of the Leaseholder under this Lease or of any other leaseholder under a similar lease of other premises in the Building Provided always the Landlord shall redecorate as necessary the outside doors of the Premises
- 5(3) (b) the pipes sewers drains wires cisterns and tanks and other gas electrical drainage ventilation and water apparatus and machinery in under and upon the Building (except such as serve exclusively an individual flat in the Building and except such as belong to the Post Office or any public utility supply authority)
- 5(3) (c) the Common Parts and the Parking Space
- 5(4) That subject as aforesaid and so far as practicable the Landlord will keep the Common Parts of the Building and the Estate adequately cleaned and lighted

PROVIDED THAT:-

- (a) the Landlord shall not be liable to the Leaseholder for any failure in or interruption of such services not attributable to its neglect or default; and
- (b) the Landlord may add to diminish modify or alter any such service if by reason of any change of circumstances during the term such addition diminution or alteration is in the opinion of the Landlord reasonably necessary or desirable in the interest of good estate management or for the benefit of the occupiers of the Building or the Estate

5(5) That every lease or tenancy of premises in the Building or other premises on the Estate hereafter granted by the Landlord shall contain covenants to be observed by the tenant thereof similar to those set out in the First Schedule hereto and (save in the case of any premises which may be let at a rent on a periodic basis) shall be substantially in the same form as this Lease

5(6) If so required by the Leaseholder to enforce the tenant's covenants similar to those contained in this Lease which are or may be entered into by the tenants of other premises in the Building or on the Estate so far as they affect the Premises provided the Leaseholder indemnifies the Landlord against all costs and expenses of such enforcement

5(7) That the Landlord will promptly in response to a request from the Leaseholder provide a certificate confirming where applicable that the provisions of Clause 3(17) have been complied with and that in the case of any disposal to which Clause 3(17) is not applicable the Landlord will (notwithstanding that compliance with Clause 3(17) is not required for such transaction) provide a certificate of compliance with Clause 3 (17) as requested by the above Restriction

6. **PROVIDED ALWAYS** and it is hereby agreed as follows:-

6(1) If the rents hereby reserved or any part of them shall be unpaid for twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the part of the Leaseholder shall not be performed or observed then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter upon the Premises or any part of them in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Landlord in respect of any antecedent breach of any of the Leaseholder's covenants or the conditions contained in this Lease **PROVIDED ALWAYS** and without prejudice to the Landlord's rights hereunder the Landlord shall give reasonable notice to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(18) hereof before commencing any proceedings for forfeiture or possession proceedings under the Housing Act 1988 (as amended) of this Lease and if within such a period of 28 days (or such other period specified on the Notice as the notice period, if longer)

the Lender indicates in writing to the Landlord that it wishes to remedy such breach, and/or is going to take such action as may be necessary to resolve the problem complained of by the Landlord, the Landlord shall allow the Lender such time as may be reasonable (in view of the nature and extent of the breach) to remedy such breach and take the action necessary to resolve such problem

- 6(2) The Landlord shall not be liable for any damage suffered by the Leaseholder or any member of the Leaseholder's family or any employee servant or licensee of the Leaseholder through any defect in any fixture tank pipe wire staircase machinery apparatus or thing in the Building or through the neglect default or misconduct of any servant employed by the Landlord in connection with the Building or for any damage to the Premises due to the bursting or overflowing of any pipe tank boiler or drain in the Building except insofar as any such liability may be covered by insurance arranged by the Landlord
- 6(3) Notwithstanding anything contained in this Lease the Landlord shall have power without obtaining any consent from or making any compensation to the Leaseholder to deal as the Landlord may think fit with any other land buildings or premises adjoining or near to the Building and to erect rebuild or heighten on such other land or premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time during the term be enjoyed by the Leaseholder or other tenants or occupiers of the Premises
- 6(4) The Landlord shall have power at its discretion to alter the arrangement of the Common Parts Provided that after such alteration the access to and amenities of the Premises are not substantially less convenient than before
- 6(5) Every internal wall separating the Premises from any other part of the Building shall be a party wall severed medially
- 6(6) If the whole or any part of the Premises (or the Common Parts necessary for access to it) is destroyed or damaged by fire or any other risks covered by the Landlord's insurance so as to be rendered unfit for use then (unless the insurance money is irrecoverable by reason of any act or default of the Leaseholder) the rent or a fair proportion of it shall be suspended until the Premises (and the Common Parts necessary for access) are again fit for use
- 6(7) In the event of the repair rebuilding or reinstatement of the Premises being frustrated by any reason beyond the control of the Landlord and/or the Leaseholder the Leaseholder will surrender to the Landlord this Lease in consideration of the Landlord paying to the Leaseholder any insurance monies received by the Landlord in respect of the Premises after deducting therefrom the Relevant Percentage of the same **PROVIDED ALWAYS** if at the time of the said frustration there is any money outstanding on mortgage or charge to a mortgagee of the Leaseholder (who shall have been approved and the terms of the mortgage to such mortgagee shall have been approved by the Landlord in writing prior to the Mortgage) the Landlord shall apply any insurance monies received by the Landlord in respect of the Premises first in payment of the principal and not

exceeding 12 months unpaid interest outstanding under that mortgage or charge and thereafter in accordance with the aforementioned provisions and treating all monies paid to the mortgagee or chargee as monies paid to the Leaseholder (any overpayment being a debt due from the Leaseholder to the Landlord)

- 7(1) In this Clause the following expressions have the following meanings-
- (a) "Account Year" means a year ending on the 31st March
 - (b) "the Service Provision" means the sum computed in accordance with sub-clauses (4), (5) and (6) of this clause
 - (c) "Specified Proportion" means a fair and reasonable proportion (to be determined from time to time by the Surveyor or the Landlord in its absolute discretion subject only to the limitation that the total of all the proportions specified for the flats in the Building shall not exceed one hundred per cent) of the Service Provision
 - (d) "the Service Charge" means the Specified Proportion of the Service Provision
 - (e) "the Surveyor" means the Landlord's professionally qualified surveyor and may be a person in the employ of the Landlord
- 7(2) The Leaseholder **HEREBY COVENANTS** with the Landlord to pay the Service Charge during the term by equal payments in advance at the times at which and in the manner in which the rent is payable under this Lease **PROVIDED ALWAYS** all sums paid to the Landlord in respect of that part of the Service Provision as relates to the reserve referred to in Clause 7(4)(b) hereof shall be held by the Landlord in trust for the Leaseholder until applied towards the matters referred to in Clause 7(5) hereof and all such sums shall only be so applied. Any interest on or income of the said sums being held by the Landlord pending application as aforesaid shall (subject to any liability to tax thereon) be added to the said reserve
- 7(3) The Service Provision in respect of any Account Year shall be computed before the beginning of the Account Year and shall be computed in accordance with Clause 7(4)
- 7(4) The Service Provision shall consist of a sum comprising-
- (a) the expenditure estimated by the Surveyor as likely to be incurred in the Account Year by the Landlord upon the matters specified in Clause 7(5) together with
 - (b) an appropriate amount as a reserve for or towards such of the matters specified in Clause 7(5) as are likely to give rise to expenditure after such Account Year being matters which are likely to arise either only once during the then unexpired term of this Lease or at intervals of more

than one year including (without prejudice to the generality of the foregoing) such matters as the decoration of the exterior of the Building (the said amount to be computed in such manner as to ensure as far as is reasonably foreseeable that the Service Provision shall not fluctuate unduly from year to year) but

- (c) reduced by any unexpended reserve already made pursuant to sub-clause (b) in respect of any such expenditure as aforesaid

7(5) The relevant expenditure to be included in the Service Provision shall comprise all expenditure reasonably incurred by the Landlord in connection with the repair management maintenance and provision of services for the Building and shall include (without prejudice to the generality of the foregoing)-

- (a) the costs of and incidental to the performance of the Landlord's covenants contained in Clauses 5(2) and 5(3) and 5(4)
- (b) the costs of and incidental to compliance by the Landlord with every notice regulation or order of any competent local or other authority in respect of the Building or the Estate (which shall include compliance with all relevant statutory requirements)
- (c) all reasonable fees charges and expenses payable to the Surveyor any solicitor accountant surveyor valuer architect or other person whom the Landlord may from time to time reasonably employ in connection with the management or maintenance of the Building and the Common Parts including the computation and collection of rent (but not including fees charges or expenses in connection with the effecting of any letting or sale of any premises) including the cost of preparation of the account of the Service Charge and if any such work shall be undertaken by an employee of the Landlord then a reasonable allowance for the Landlord for such work
- (d) any rates taxes duties assessments charges impositions and outgoings whatsoever whether parliamentary parochial local or of any other description assessed charged imposed or payable on or in respect of the whole of the Building or in the whole or any part of the Common Parts
- (e) any administrative charges incurred by or on behalf of the Landlord including but not limited to:
 - (i) the grant of approvals under this Lease or applications for such approvals;
 - (ii) the provision of information or documents by or on behalf of the Landlord;

- (iii) costs arising from non-payment of a sum due to the Landlord;
and/or
 - (iv) costs arising in connection with a breach (or alleged breach) of
this Lease
- 7(6) As soon as practicable after the end of each Account Year the Landlord shall determine and certify the amount by which the estimate referred to in Clause 7(4)(a) shall have exceeded or fallen short of the actual expenditure in the Account Year and shall supply the Leaseholder with a copy of the certificate and the Leaseholder shall be allowed or as the case may be shall pay forthwith upon receipt of the certificate the Specified Proportion of the excess or the deficiency
- 7(7) The Landlord will for the period that any premises in the Building or on the Estate are not let on terms making the tenant liable to pay a Service Charge corresponding to the Service Charge payable under this Lease provide in respect of all such premises a sum equal to the total that would be payable by the tenants thereof as aforesaid by way of contribution to the reserve referred to in Clause (7)(4)(b) and the said reserve shall be calculated accordingly
- 7(8) For the avoidance of doubt it is hereby agreed and declared that the provisions of Sections 18 to 30 Landlord and Tenant Act 1985 as amended shall apply to the provisions hereof
- 8. If a mortgagee of the Leaseholder (who shall have been approved and the terms of the mortgage to such mortgagee shall have been approved by the Landlord in writing prior to the mortgage) exercises the right to complete the Final Staircasing (pursuant to Paragraph 2 of the Fifth Schedule) and assigns this Lease and the sale price obtainable upon such assignment after adding the amount realised or realisable by the said mortgagee from any collateral security (in aggregate in this clause called "the Sale Price") is insufficient to meet:-
 - (a) the total principal (which shall not include any capitalised interest) and not exceeding 12 months unpaid interest due to the mortgagee under the terms of the mortgage
 - (i) disregarding
 - A. any part of the mortgagee's initial advance to the Leaseholder which was in excess of the Premium or in the case of an assignment was in excess of the Market Value (as defined in the Fifth Schedule hereto) of the Percentage of the Premises assigned to the Leaseholder as at a date no more than twelve weeks prior to the date of exchange of contracts for the assignment and for the purposes of this clause the Market Value shall be assessed by the Valuer and evidenced by a certificate in writing in such a form as may be approved from time to time by

the Housing Corporation which shall be sent to the Landlord with the details of the assignment pursuant to Clause 3(18) hereof; and

- B. any further advances made by the mortgagee to the Leaseholder at his request unless such further advance is made to enable the Leaseholder to pay for a Portioned Percentage (as hereinafter defined) pursuant to the provisions of Clause 2 and the Fifth Schedule hereto and does not exceed the amount paid by the Leaseholder for such Portioned Percentage or such further advance is made to enable the Leaseholder to comply with his covenants contained in this Lease and accordingly to preserve the mortgagee's security or such further advance is made to enable one joint Leaseholder to purchase the interest in this Lease of the other joint Leaseholder and the further advance does not exceed the Market Value (as defined in the Fifth Schedule hereto) of the interest assigned as at a date no more than twelve weeks prior to the date of exchange of contracts for the assignment and for the purposes of this clause the Market Value shall be assigned by the Valuer and evidenced in writing in the same manner as described in Paragraph A above; but
- (ii) including any payment of Specified Rent, Service Charge or other monies due hereunder by the Leaseholder to the Landlord and including any monies outstanding in respect of any premiums paid or provided by the mortgagee by way of a loan or otherwise under a mortgage protection life policy or an endowment policy and secured by the mortgage
- (b) any reasonable legal charges incurred by the mortgagee in recovering or attempting to recover any sums due under the mortgage or in respect of completion of the Final Staircasing and the assignment of this Lease Except if the relevant work shall be undertaken by an employee of the mortgagee in which case a reasonable allowance for such work
- (c) any reasonable agent's commission on such sale Except if the relevant work shall be undertaken by an employee of the mortgagee (which expression shall not include any employee of an estate agency owned by the mortgagee) in which case a reasonable allowance for such work
- (d) any other costs or expenses (other than the mortgagee's internal costs of administration) reasonably incurred by the mortgagee in connection with the protection of the security or the completion of the Final Staircasing and the assignment of this Lease Except if the relevant work shall be undertaken by an employee of the mortgagee in which case a reasonable allowance for such work
- (e) the price payable upon completion of the Final Staircasing under the provisions of the Fifth Schedule hereto

the said price payable upon completion of the Final Staircasing shall be such sum as equals the amount of the Sale Price less the aggregate of the sums referred to in sub-clauses (a) (b) (c) and (d) hereof

PROVIDED ALWAYS the person primarily liable for the monies due to the mortgagee as above referred to shall pay to the Landlord on demand with interest calculated in accordance with the provisions of Clause 3(1) hereof such amount by which the said price payable under the provisions of Paragraph 2 of the Fifth Schedule hereto has been reduced

9. The Landlord and the Leaseholder **HEREBY APPLY** to the Chief Land Register to enter a restriction in the following form in the proprietorship register of the Leaseholder Title:-

"No deed varying the terms of the registered lease is to be registered without the consent of The Housing Corporation of 149 Tottenham Court Road London W1T 7BN"

10. A notice to be served under this Lease shall be served in writing and shall be properly served if served upon the Landlord at its registered office and/ or upon the Leaseholder at the Premises and shall be deemed to have been made or delivered if left at such address or two days after being posted postage pre-paid and by first class recorded delivery in an envelope addressed to them at such address
11. For the purposes of the Landlord and Tenant (Covenants) Act 1995 the covenants on the part of the Leaseholder under this Lease are not personal covenants
12. For the purposes of Section 48 of the Landlord and Tenant Act 1987 the address at which any notices (including notices in any proceedings) may be served on the Landlord by the Leaseholder is (until the Leaseholder is notified to the contrary) the Landlord's address given in the Particulars
13. The Premises hereby demised are held by the Landlord an exempt charity

OPTIONAL – delete if not required

14. The Landlord and the Leaseholder hereby confirm that the Market Value of the Premises (as defined in the Fifth Schedule hereto) is the Initial Market Value and the minimum rent payable for the purposes of Paragraph 4 of Schedule 9 of the Finance Act 2003 is a peppercorn and that the Leaseholder intends Stamp Duty Land Tax to be charged in accordance with the said Paragraph 4 of Schedule 9 by reference to the Initial Market Value and the said minimum rent

IN WITNESS whereof the Landlord and the Leaseholder have executed this Deed the day and year first above written

THE FIRST SCHEDULE above referred to
MUTUAL COVENANTS

1. Not to use the Premises nor permit the same to be used for any purpose whatever other than as a private residence in single household occupation only nor for any purpose from which a nuisance can arise to the owners lessees or occupiers of other premises in the Building the Estate or other premises in the neighbourhood
2. Not to do or permit to be done by any members of the Leaseholder's household or visitors any act or thing which may:
 - (a) render void or voidable any policy of insurance on the Building or may cause an increased premium to be payable in respect thereof;
 - (b) cause or permit to be caused nuisance annoyance or disturbance to the owners lessees or occupiers of premises in the neighbourhood or visitors thereto;
 - (c) result in any form of harassment or intimidation of any other person, including the landlord's staff, contractors and agents; or
 - (d) result in the use of the Premises for any unlawful or immoral purpose
3. Not carry on or permit any members of the Leaseholder's household or visitors to carry on at the Premises or in the locality any activity which shall contravene the Misuse of Drugs Act 1971 or any other statutory order
4. Not to do or permit to be done anything which may cause obstruction in any of the pipes or drains of the Building
5. No name writing drawing signboard plate or placard shall be put on or in any window of the Premises or so as to be visible from outside the Premises or anywhere on the exterior of the Premises or on the Building or the Estate
6. No clothes or other articles shall be hung or exposed outside the Premises
7. No mat shall be shaken out of the windows of the Premises
8. No external wireless or citizen band or television aerial or TV satellite receiving dish shall be erected by the Leaseholder
9. Not to keep any bird reptile dog cat or any other animal (except small caged bird or fish in an aquarium) in the Premises
10. Not to use or permit to be used such part or parts of the Common Parts as are from time to time laid out as gardens other than for formal recreational purposes only and not for the playing of games of any description or any other sport or pastime which may annoy or inconvenience any other person or persons living in the Building or the Estate

11. No bicycles skates or skateboards to be used or ridden at any time anywhere on the Estate and in particular no bicycles to be left anywhere inside the Building
12. At all times to use the refuse bins provided as the sole method for the disposal of dust and refuse of whatever nature and all perishables to be in sealed containers and to keep the refuse bin store area within the Building clean and tidy
13. Not to park any motor vehicle other than in the Parking Space and not park any caravan motor home commercial or any other vehicle on the Parking Space or anywhere on the Estate or in the roads giving access to the Estate
14. In relation to the meter cupboard serving the Premises situated on the ground floor of the Building to:
 - (a) Keep the meter cupboard closed at all times
 - (b) Enter the meter cupboard for the purpose of reading the meters for the Premises only
 - (c) Not tamper with the Landlord's supply of electricity or meter or the meters for the other premises in the Building

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

1. The right for the Leaseholder and all persons authorised by the Leaseholder (in common with all other persons entitled to the like right) at all times to use the Common Parts for all purposes incidental to the occupation and enjoyment of the Premises (but not further or otherwise)
2. The right to subjacent and lateral support and to shelter and protection from the other parts of the Building and from the site and roof thereof
3. The free and uninterrupted passage and running of water and soil gas and electricity from and to the Premises through the sewers drains and watercourses cables pipes and wires which now are or may at any time hereafter during the term be in under or passing through the Building or any part thereof
4. The right for the Leaseholder with workmen and others at all reasonable times on notice (except in the case of emergency) to enter upon other parts of the Building
 - (i) for the purpose of repairing cleansing maintaining or renewing any such sewers drains and watercourses cables pipes and wires or

- (ii) for the purpose of repairing maintaining renewing or rebuilding the Premises or any part of the Building giving subjacent or lateral support shelter or protection to the Premises

causing as little disturbance as possible and making good any damage caused

- 5. The right for the Leaseholder to park one taxed insured roadworthy private motor vehicle in the Parking Space

THE THIRD SCHEDULE above referred to
EXCEPTIONS AND RESERVATIONS

There are excepted and reserved out of this demise to the Landlord and the lessees of the other premises comprised in the Building:-

- (a) Easements rights and privileges over along and through the Premises equivalent to those set forth in Paragraphs 2, 3 and 4 of the Second Schedule
- (b) The right for the Landlord and its surveyors or agents with or without workmen and others at all reasonable time on notice (except in case of emergency) to enter the Premises for the purpose of carrying out its obligations under this Lease
- (c) The loadbearing walls of the Building the floor structure and (if the Premises are on the top floor of the Building) the roof

THE FOURTH SCHEDULE above referred to
CALCULATION OF SPECIFIED RENT

- 1. In this Schedule the following expressions have the following meanings:-
 - 1(1) "the Review Date" shall mean 1 April 2007 and each successive 1 April during the term
 - 1(2) "the Relevant Percentage" shall mean at any time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Portioned Percentages paid for pursuant to Clause 2 and the Fifth Schedule hereto
 - 1(3) "RPI" shall mean the United Kingdom General Index of Retail Prices or in the event that such ceases to be published (as to which the Landlord's decision shall be conclusive) or if the said Index or the basis on which it is calculated or published is altered to a material extent (as to which the Landlord's decision shall be conclusive) then the Landlord may give written notice to the Leaseholder of some other published index of general prices or the value of money as a substituted index and in that case the substituted index so selected shall thereupon be the RPI

- 1(4) "New Gross Rent" shall mean the Gross Rent increased pursuant to Paragraph 2 hereof on each Review Date
- 2(a) On each Review Date the New Gross Rent shall be calculated by increasing the Gross Rent by the percentage increase of the RPI over a period similar to that between the date hereof and the Review Date using the last figures published in the December before the Review Date plus 1 per cent
- 2(b) On each Review Date the Specified Rent payable hereunder shall be reviewed to an amount equal to the Relevant Percentage of the New Gross Rent as at the relevant Review Date
- 2(c) Immediately following each Review Date the Landlord shall serve written notice on the Leaseholder specifying the amount of the Specified Rent then payable

THE FIFTH SCHEDULE above referred to
STAIRCASING PROVISIONS

1. In this Schedule and in Clause 8 the following expressions have the following meanings respectively:-
- 1(1) "Market Value" shall at the date hereof mean the Initial Market Value and shall at any subsequent date mean the price which the interest of the Leaseholder would then fetch if sold on the open market by a willing vendor upon the terms and conditions contained herein and on the assumption that the Relevant Percentage is nil (the Leaseholder having acquired 100% of the shares in the Premises) **AND** disregarding the following matters:
- 1(1)(i) any mortgage of the Leaseholder's interest
- 1(1)(ii) any interest in or right over the Premises created by the Leaseholder
- 1(1)(iii) any improvement made by the Leaseholder or any predecessor in title of his and
- 1(1)(iv) any failure by the Leaseholder or any predecessor in title to carry out the obligations contained in Clauses 3(3) and 3(4) hereof
- 1(1)(v) the provisions of Paragraph 3 hereof
- 1(2) "a Portioned Percentage" shall mean at any relevant time (including for the avoidance of doubt on the Final Staircasing) a portion of the then Market Value of the Premises up to a maximum of 100 per cent, being a minimum sum of at least 10% of the Market Value
- 1(3) "the Relevant Percentage" shall mean at any relevant time 100% less the aggregate of the Initial Percentage and any Portioned Percentage or Percentages paid for pursuant to Paragraph 2(4) hereof

- 1(4) "the Valuer" means an independent expert who is an associate or fellow of the Royal Institution of Chartered Surveyors agreed between the Landlord and the Leaseholder or in default of agreement appointed on the application of either Landlord or Leaseholder by or on behalf of the President of the Royal Institution of Chartered Surveyors
- 1(5) "Final Staircasing" shall mean the purchase of such Portioned Percentage as reduces the Relevant Percentage to nil
- 1(6) "the Relevant Date" shall mean the date three months after completion of the Final Staircasing
- 2(1) At any time or times during the term the Leaseholder may serve notice in writing on the Landlord stating the Portioned Percentage he proposes to acquire **PROVIDED THAT** this Paragraph 2(1) shall apply to any mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(18) hereof
- 2(2) The Landlord shall apply to the Valuer to determine the Market Value as at the date of service of the Leaseholder's notice served pursuant to Paragraph 2(1) (upon which the price of acquisition will be based) within fourteen days of receipt of the said notice and shall notify the Leaseholder of the amount of the Valuer's determination in writing within seven days of receipt of the said determination
- 2(3) At any time within three months of the said determination by the Valuer the Leaseholder may pay for a Portioned Percentage in accordance with the provisions of Paragraph 2(4) of this Schedule
- 2(4) The Leaseholder may pay for a Portioned Percentage by paying to the Landlord a sum equal to that Portioned Percentage and as from the date of such payment the Specified Rent payable hereunder shall be a rent equal to the Relevant Percentage of the Gross Rent or the New Gross Rent where the date of payment falls after a Review Date
- 2(5) On completion of the payment for a Portioned Percentage in addition to the sum or the price payable as hereinbefore provided the Leaseholder shall pay any arrears of rent and any other sums due to the Landlord hereunder. The Landlord and the Leaseholder shall, save as provided in Paragraph 5 hereof pay their own costs and expenses in connection with such payment or purchase
- 2(6) Whenever the Leaseholder completes the payment for a Portioned Percentage the Landlord and the Leaseholder shall forthwith complete the relevant Memorandum annexed to the original and counterpart of this Lease specifying the Portioned Percentage paid for and the Specified Rent then payable
- 3(1) The provisions of this Paragraph 3 shall take effect only if on the Relevant Date the Leaseholder is not the same person or persons or the legal representative(s)

of the same person or persons who was or were the Leaseholder immediately prior to the completion of the Final Staircasing **PROVIDED THAT** this Paragraph 3 shall have no effect in the event that a mortgagee of the Leaseholder of whom the Landlord has received proper notice pursuant to Clause 3(18) hereof exercised the right to complete the Final Staircasing

- 3(2) The Landlord shall instruct the Valuer to determine the Market Value of the Premises as at the Relevant Date within 14 days of the Relevant Date
- 3(3) Within seven days of receipt of the Valuer's determination obtained pursuant to Paragraph 3(2) the Landlord shall notify the Leaseholder of the amount of the said determination in writing together with the amount determined as the Market Value of the Premises by the Valuer for the purposes of the Final Staircasing
- 3(4) Within 28 days of receipt of the notification from the Landlord pursuant to Paragraph 3(3) the Leaseholder shall pay the Landlord the amount (if any) by which the Market Value of the Premises as at the Relevant Date exceeds the Market Value of the Premises determined by the Valuer for the purposes of the Final Staircasing
4. Upon payment of the sum referred to in Paragraph 3(4) or upon the Relevant Date if there is no sum payable to the Landlord pursuant to Paragraph 3(4) or if Paragraph 3 as a whole is inapplicable the following provisions of this Lease shall no longer have effect:
 - Clauses 1(2)(d)
 - 1(2)(g)
 - 1(2)(h)
 - 3(15)(b)
 - 3(16)
 - 8 and 9
 - Fourth Schedule
 - Fifth Schedule (except this paragraph 4)
 - Seventh Schedule
5. The costs of any determination by the Valuer pursuant to the provisions of this Schedule shall be paid by the Leaseholder to the Landlord on demand
6. It is hereby agreed and declared that the decision of the Valuer shall be final and binding on the parties hereto

THE SIXTH SCHEDULE above referred to

ASSIGNMENT OF WHOLE TO

NOMINATED PURCHASERS

1. If the Landlord serves notice on the Leaseholder pursuant to Clause 3(17)(b)(i) hereof the Leaseholder shall as soon as reasonably practicable make an offer to the Landlord's nominee on the terms mentioned in Paragraphs (2) and (3) below
2. The Leaseholder's offer shall be an unconditional written offer to sell the Premises with vacant possession and free from encumbrances (except any which may affect the Premises at the time of the grant of this Lease) and to remain open for acceptance for a period of six weeks and to stipulate a completion date not earlier than four weeks after acceptance of the offer and otherwise the offer to be subject to current Law Society standard conditions of sale
3. The price at which such offer shall be made shall be the open market value of the Premises with vacant possession assessed as at the date of the Landlord's notice served under the provisions of Clause 3(17)(b)(i) in accordance with any relevant Guidance Notes on the valuation of land and buildings for the time being in force of the Royal Institution of Chartered Surveyors by an independent qualified valuer (acting as an expert) who is an Associate or a Fellow of the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers and whose appointment shall be agreed between the Landlord and the Leaseholder or failing agreement on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and binding on the Landlord and the Leaseholder but whose costs and expenses shall be borne by the Leaseholder
4. If an offer is made to the Landlord's nominee pursuant to Paragraphs (2) and (3) above and is refused or the said nominee does not accept the offer within the six week period specified in Paragraph (2) or does not enter into a binding contract for purchase within the four week period specified in Paragraph (2) then the Leaseholder may assign the whole of the Premises subject to exchange of contracts (or completion where there is no prior exchange of contracts) for the assignment taking place within twelve months of the date of the Leaseholder's offer made pursuant to Paragraphs (2) and (3) above **PROVIDED THAT** if no exchange of contracts is effected within such twelve month period and the Leaseholder wishes to assign the whole of the Premises the procedure set out in Clause 3(17)(b) and (c) hereof shall be repeated

THE SEVENTH SCHEDULE above referred to

SURRENDER BY LEASEHOLDER PURSUANT TO CLAUSE 3(16)

1. If the Landlord serves notice on the Leaseholder pursuant to Clause 3(16)(b)(iii) hereof completion of the surrender to the Landlord shall take place and vacant possession shall be given on a date agreed between the Landlord and the Leaseholder but failing agreement on the date four weeks from the date the Payment Sum is determined
2. The Landlord shall be entitled to deduct from the Payment Sum such sums as may be due and owing at the date of surrender in respect of arrears of rent and other sums due under this Lease
3. If at the date of surrender of this Lease the Landlord has at any time prior thereto received notice pursuant to Clause 3(18) hereof of a mortgage or charge of this Lease
 - (i) the Landlord shall (and the Leaseholder hereby irrevocably requests and directs the Landlord so to do) pay the Payment Sum less the deductions referred to in Paragraph 2 above (or (if less) such sufficient part thereof as is necessary to discharge the said mortgage or charge) to the mortgagee or chargee named in the said notice upon trust for the Leaseholder; and
 - (ii) the receipt of the said mortgagee or chargee shall absolutely discharge the Landlord from its obligations under this Schedule; and
 - (iii) it is hereby agreed that in such circumstances the provisions for determination by surrender of the terms hereby granted shall be varied so that the term shall not determine until such time as the Payment Sum or such part as is sufficient to discharge the said mortgage or legal charge is paid to the mortgagee to the intent that the security afforded to the mortgagee by this Lease shall not lapse until the Payment Sum or a sufficient part thereof as is necessary to discharge the said mortgage or charge is paid to the mortgagee
4. Save as otherwise provided any costs incurred by either party pursuant to the provisions of this Seventh Schedule shall be borne by that party

THE EIGHTH SCHEDULE above referred to

SURRENDER BY LEASEHOLDER PURSUANT TO CLAUSE 3(17)

1. If the Landlord serves notice on the Leaseholder pursuant to Clause 3(17)(b)(ii) hereof completion of the surrender to the Landlord shall take place and vacant possession shall be given on a date agreed between the Landlord and the Leaseholder but failing agreement on the date four weeks from the date the Repayment Sum is determined
2. The surrender of this Lease by the Leaseholder shall be in consideration of the payment of the repayment sum ("Repayment Sum") which shall represent the value of this Lease determined pursuant to Paragraph 3 below
3. The value of this Lease for the purposes of Paragraph 2 above shall be the open market value of the Premises with vacant possession assessed as at the date of the Landlord's notice served under the provisions of Clause 3(17)(b)(ii) in accordance with any relevant Guidance Notes on the valuation of land and buildings for the time being in force of the Royal Institution of Chartered Surveyors by an independent qualified valuer (acting as an expert) who is an Associate or a Fellow of the Royal Institution of Chartered Surveyors or the Incorporated Society of Valuers and Auctioneers and whose appointment shall be agreed between the Landlord and the Leaseholder or failing agreement on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors whose decision shall be final and binding on the Landlord and the Leaseholder but whose costs and expenses shall be borne by the Landlord
4. The Landlord shall be entitled to deduct from the Repayment Sum such sums as may be due and owing at the date of surrender in respect of arrears of rent and other sums due under this Lease
5. If at the date of surrender of this Lease the Landlord has at any time prior thereto received notice pursuant to Clause 3(18) hereof of a mortgage or charge of this Lease
 - (i) the Landlord shall (and the Leaseholder hereby irrevocably requests and directs the Landlord so to do) pay the Repayment Sum less the deductions referred to in Paragraph 4 above (or (if less) such sufficient part thereof as is necessary to discharge the said mortgage or charge) to the mortgagee or chargee named in the said notice upon trust for the Leaseholder; and
 - (ii) the receipt of the said mortgagee or chargee shall absolutely discharge the Landlord from its obligations under this Schedule; and
 - (iii) it is hereby agreed that in such circumstances the provisions for determination by surrender of the terms hereby granted shall be varied so that the term shall not determine until such time as the Repayment Sum or such part as is sufficient to discharge the said mortgage or legal

charge is paid to the mortgagee to the intent that the security afforded to the mortgagee by this Lease shall not lapse until the Repayment Sum or a sufficient part thereof as is necessary to discharge the said mortgage or charge is paid to the mortgagee

6. Save as otherwise provided any costs incurred by either party pursuant to the provisions of this Eighth Schedule shall be borne by that party

THE NINTH SCHEDULE above referred to

MANAGEMENT CHARGE

1. The Management Charge is to reimburse the Landlord for or to provide an allowance against its costs incurred or to be incurred in connection with administration and management of and in relation to the Premises such costs to be assessed by the Landlord from time to time and to be varied upon written notice to the Leaseholder by the Landlord from time to time in accordance with such costs provided that the Landlord may (at its discretion) assess as such costs a fair and reasonable proportion of the costs incurred by it in managing and administering the Premises and other properties leased on similar terms to this Lease
2. The administration and management costs referred to in Paragraph 1 of this Schedule may include (but are not limited to):-
 - (a) Insurance premiums paid in respect of the Premises (or any appropriate proportion of the premium for any block policy covering the Premises)
 - (b) An administration charge in relation to the said insurance policy and any claims thereunder
 - (c) Management charges and costs in connection with recovering arrears of sums payable from and time spent in responding to and dealing with matters raised by leaseholders
 - (d) Costs and expenses incurred in rent and service charge accounting and increases and recovery thereof
 - (e) Administration costs incurred in making mortgage payments in connection with the Relevant Percentage
 - (f) Costs of audit

Executed as a Deed by
MIDLAND HEART LIMITED
having caused its Common Seal to be
hereunto affixed in the presence of:-

Authorised Signatory

Authorised Signatory

~~_____~~

Andrew Fothergill

1988107



FIRST MEMORANDUM OF STAIRCASING

Leaseholder :
Landlord :

THIS IS TO RECORD:

On the day of 20 on the payment of £ ("the Premium") being % of the Market Value of the Premises as assessed by the Valuer on the day of 20 the Leaseholder purchased a Portioned Percentage of % of the Premises

The Specified Rent (the rent payable) as from the day of 20 (date of payment of the premium) is £ per annum (Gross Rent x 100% - Initial Percentage and Portioned Percentage purchased)

Signed by the Leaseholder/for and on behalf of the Landlord



SECOND MEMORANDUM OF STAIRCASING

Leaseholder :
Landlord :

THIS IS TO RECORD

On the day of 20 on the payment of £ ("the Premium") being % of the Market Value of the Premises as assessed by the Valuer on the day of 20 the Leaseholder purchased a Portioned Percentage of % of the Premises

The Specified Rent (the rent payable) as from the day of 20 (date of payment of the premium) is £ per annum (Gross Rent x 100% - Initial Percentage and Portioned Percentage purchased)

Signed by the Leaseholder/for and on behalf of the Landlord

THIRD MEMORANDUM OF STAIRCASING

Leaseholder :
Landlord :

THIS IS TO RECORD

On the day of 20 on the payment of £ ("the Premium") being % of the Market Value of the Premises as assessed by the Valuer on the day of 20 the Leaseholder purchased a Portioned Percentage of % of the Premises

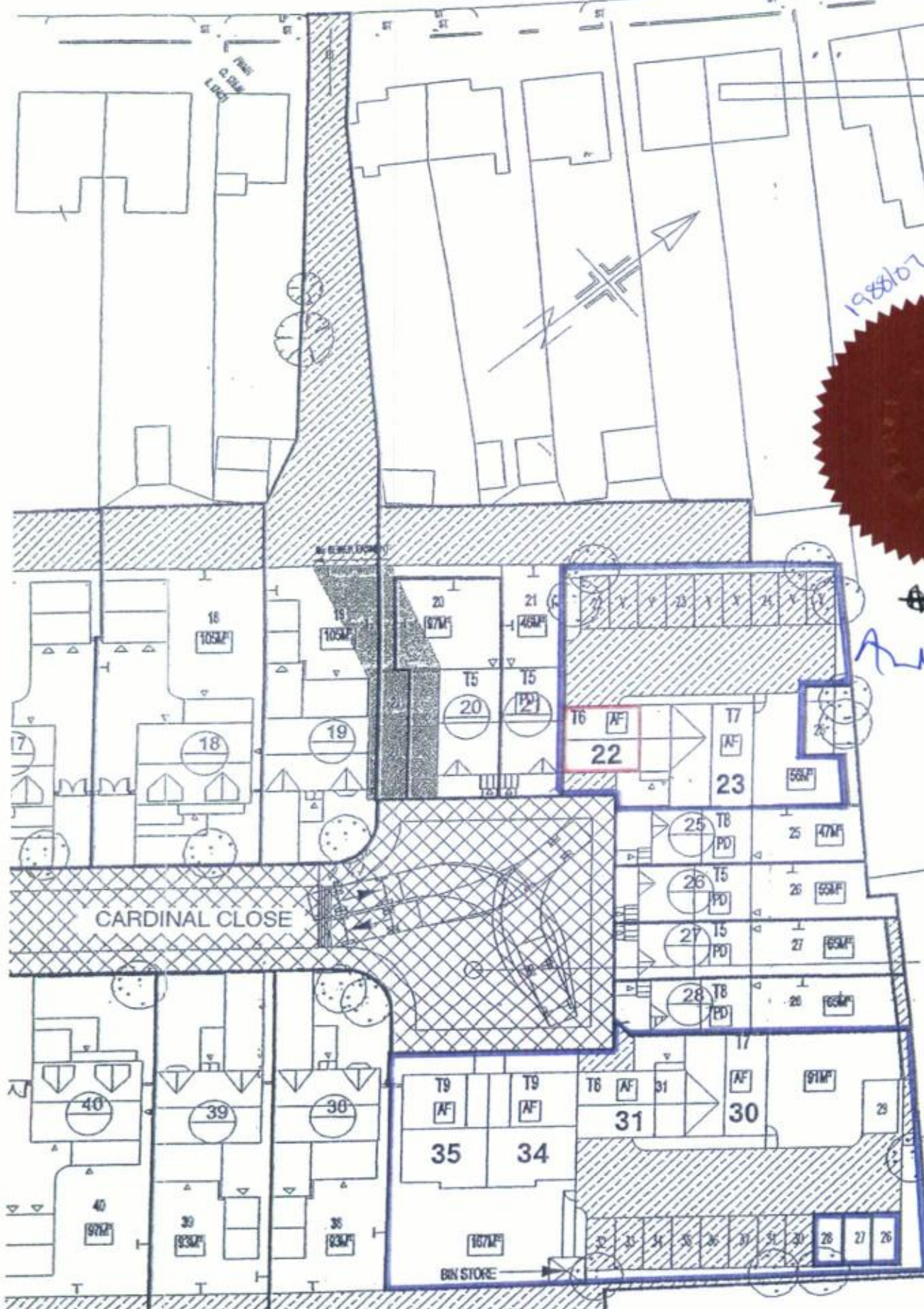
The Specified Rent (the rent payable) as from the day of 20 (date of payment of the premium) is £ per annum (Gross Rent x 100% - Initial Percentage and Portioned Percentage purchased)

Signed by the Leaseholder/for and on behalf of the Landlord



PLAN

WILLOW AVENUE



- LEGEND:
- INDICATES AREA TO BE BUILT BY THE HIGHWAYS ACT II
 - INDICATES OWNERSHIP OF A FENCE/BOUNDARY WALL
 - INDICATES SHIPPED DRIVEWAY/SWIFTSIGHTS OF WAY ARE
 - INDICATES EASEMENT

REV A All boundaries to the rear of Plot 22 to be shown in the final plan.

David Wilson Homes
West Midlands Region
Enterprise House
Poundhill Business Park
Wolverhampton
WV9 9JH
Tel: (01902) 390013
Fax: (01902) 424009

FIRST FLOOR
PLOT 22 - APARTMENT 3, 50 CARDINAL CLOSE

SITE NAME	Cardinal Homes Site
DRAWING TITLE	Conversion Plan
DRAWING NUMBER	C20
DATE	MARCH 2005
DRAWN BY	APC
CHECKED BY	APC



SEARCHES



A T Searches
"Providers of Quality Personal Searches"



CERTIFICATE OF SEARCH

DATE: 26/04/2010

PROPERTY ADDRESS: Apartment 3, 50 Cardinal Close,
Birmingham,
West Midlands,
B17 8EU.

LOCAL AUTHORITY: Birmingham Council.

SEARCH: LLC1 & Council Search.

CERTIFICATE CODE: A350B178EU26042010

COMPILED BY: A Mogul

It is hereby certified that the search requested above revealed the attached registrations described in the schedule hereto – up to and including the date of this certificate.

Signed:

Mr. A Mogul

Should you require any further information please do not hesitate to contact us by writing, email or phone
A T Searches, 14, Lawford Grove, Solihull Lodge, Shirley, Solihull, B90 1EX.
T: 07825176124
E: ATSearches@hotmail.co.uk



LLC1 SEARCH

CHARGES ON REGISTER

Property Address: Apartment 3, 50 Cardinal Close, Birmingham, West Midlands, B17 8EU.
Date of Certificate: 30/04/2010.
Certificate Code: A350B178EU26042010.
Certificate Prepared By: A. Mogul.
Originating Authority: Birmingham Council

LAND CHARGE	CHARGE FORM	ENTRIES	DESCRIPTION OF CHARGE AND RELEVANT DATES*
Part One	General Financial Charges	No Entries	
Part Two	Specific Financial Charges	No Entries	
Part Three	Planning Charges	Yes	See Attached.
Part Four	Miscellaneous Charges	Yes	See Attached.
Part Five	Fenland Ways Maintenance Charges	No Entries	
Part Six	Land Compensation Charges	No Entries	
Part Seven	New Towns Charges	No Entries	
Part Eight	Civil Aviation Charges	No Entries	
Part Nine	Opencast Coal Charges	No Entries	
Part Ten	Listed Building Charges	No Entries	
Part Eleven	Light Obstruction Notices	No Entries	
Part Twelve	Drainage Scheme Charges	No Entries	

*- The relevant documents may be inspected at the premises of the originating authority. This is located at:
Planning, Local Land Charges Registry, P.O. Box 28, Alpha Tower, Suffolk Street, Queensway, Birmingham, B1 1TU.

REGISTER OF LOCAL LAND CHARGES

PART 3 Planning Charges

Schedule of Official Certificate of Search

Description of Charge

Permission dated 18th May 2005 under the Town and Country Planning Act 1990 for the following:-

POPLAR AVENUE, LAND AT THE CARDINAL NEWMAN RC SCHOOL,
EDGBASTON, BIRMINGHAM,

Change of use of land to the rear of 46 to 58 Poplar Avenue from school use to residential use in association with approved outline application for residential use for Cardinal Newman School

Subject to conditions:-

S/05818/04/FUL

BIRMINGHAM CITY COUNCIL

Originating Authority

Place where relevant
Documents may be inspected

LOCAL LAND CHARGES

PO Box 28
Alpha Tower
Suffolk Street Queensway
Birmingham
B1 1TU

Date of Registration 18th May 2005

Registering Authority BIRMINGHAM CITY COUNCIL

REGISTER OF LOCAL LAND CHARGES

PART 3 Planning Charges

Schedule to Official Certificate of Search

Description of Charge

Covenants contained in an Agreement made on the 14th July, 2004 under Section 106 of the Town and Country Planning Act, 1990 and all other enabling powers between (1) Birmingham City Council and (2) Birmingham Roman Catholic Diocesan Trustees Registered, regarding the development of the said land. (Under PA C/04966/03)

(100793)

In respect of: Land at Cardinal Newman School, Birmingham.

Originating Authority	BIRMINGHAM CITY COUNCIL
Place where relevant documents may be inspected	LOCAL LAND CHARGES REGISTRY
Date of Registration	12.08.2004
Registering Authority	BIRMINGHAM CITY COUNCIL

REGISTER OF LOCAL LAND CHARGES

PART 4 MISC CHARGES

Schedule to Official Certificate of Search

Description of Charge

Agreement made under Section 38 of the Highways Act, 1980
dated 14th December, 2007 between (1) David Wilson Homes Ltd., (2) Birmingham City Council and
(3) National House Building Council, regarding the making up of roads.

(102273)

In respect of property: Former Cardinal Newman School, Poplar Avenue, Harborne.

Originating Authority	Birmingham City Council
Place where relevant documents may be inspected	Local Land Charges Registry
Dates of Registration	2007-01-11
Registering Authority	Birmingham City Council

REGISTER OF LOCAL LAND CHARGES

PART 4 Miscellaneous Charge

Schedule to Official Certificate of Search

Description of Charge

City of Birmingham Smoke Control Revocation (No.1) Order, 1987 dated 21st September, 1987 and City of Birmingham Smoke Control Consolidation (No.2) Order, 1987 dated 6th November, 1987, whereby all existing Smoke Control Orders were revoked and the whole of the area of The City of Birmingham was declared to be a Smoke Control Area pursuant to Section 11 of the Clean Air Act, 1956.

Effective date 1st July, 1988

Originating Authority	BIRMINGHAM CITY COUNCIL
Place where relevant documents may be inspected	LOCAL LAND CHARGES REGISTRY Department of Planning PO Box 28 Alpha Tower Suffolk Street Queensway Birmingham B1 1TU
Date of Registration	1-1-88
Registering Authority	BIRMINGHAM CITY COUNCIL



SECTION 1: PLANNING AND BUILDING REGULATIONS

1.1. Planning and Building Regulations Decisions and Pending Applications.

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

(A) Planning permissions	Yes
(B) Listed building consents	No
(C) Conservation area consents	No
(D) Certificates of lawfulness of existing use or development	No
(E) Certificates of lawfulness of proposed use or development	No
(F) Building regulation approvals	No
(G) Building regulation completion certificates	No
(H) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme	No

1.2. Planning Designations and Proposals.

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

None

FURTHER INFORMATION

1.1. (A) Planning permissions.

REFERENCE NO.

2004/25817/PA	Railings added to site plan and minor elevation changes.	Approved	Dated 08/06/2005.
2004/15817/PA	Change of use of land to the rear of 46 to 58 Poplar Avenue from school use to residential		
2004/05818/PA	Change of use of land to the rear of 46 to 58 Poplar Avenue from school use to residential use in association with approved outline application for residential use for Cardinal Newman School.	Approved with Conditions	Dated 18/05/2005.
2004/05817/PA	Details of siting, design, external appearance, access and landscaping, in connection with the erection of 50 dwellings (consisting of 20, five-beds, 12, four-beds, 4, three-beds and 14, two-beds), associated landscaping, hard surfacing and access road, following approval under application C/04966/03/OUT, for the principle of residential use.	Approved with Conditions	Dated 25/11/2004.
2003/04966/PA	Outline application for residential development.	Approved with Conditions	Dated 16/07/2004.
1998/02240/PA	Erection of telecommunications equipment.	Withdrawn	Dated 19/06/1998.

NOTE: Always ask the developer or seller to provide evidence of compliance with building regulations.

SECTION 2: ROADS

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

(A) Highways maintainable at public expense	Yes
(B) Subject to adoption and, supported by a bond or bond waiver	No
(C) To be made up by a local authority who will reclaim the cost from the frontages; or	N / A
(D) To be adopted by a local authority without reclaiming cost from the frontages?	N / A



SECTION 3: OTHER MATTERS

3.1. Land required for Public Purposes.

None

3.2. Land to be acquired for Road Works.

None

3.3. Drainage Agreements and Consents.

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

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

Refer To CON29DW

(2). 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.

Refer To CON29DW

3.4. Nearby Road Schemes.

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

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

No

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

No

(C) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving either;

(1). the construction of a roundabout (other than a mini roundabout), or

No

(2). widening by the construction of one or more additional traffic lanes.

No

(D) The outer limits of either;

(1). construction of an new road to be built by local authority;

No

(2). an approved alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway, or;

No

(3). construction a roundabout (other than a mini roundabout) or widening by the construction of one or more additional traffic lanes;

No

(E) The centre line of the possible route of a new road under proposals published for public consultation;

No

(F) The outer limits of

(1). construction of a possible alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;

No

(2). construction of a roundabout (other than a mini roundabout) or

No

(3). widening by the construction of one or more additional traffic lanes, under proposals published for public consultation.

No

3.5. Nearby Railway Schemes.

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

No



3.6. Traffic Schemes.

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

(A) Permanent stopping up or diversion	None
(B) Waiting or loading restrictions	None
(C) One way driving	None
(D) Prohibition of driving	None
(E) Pedestrianisation	None
(F) Vehicle width or weight restriction	None
(G) Traffic calming works including road humps	None
(H) Residents parking controls	None
(I) Minor road widening or improvement	None
(J) Pedestrian crossings	None
(K) Cycle tracks	None
(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:

(A) Building works	None
(B) Environmental	None
(C) Health and safety	None
(D) Housing	None
(E) Highways	None
(F) Public health	None

3.8. Contravention of Building Regulations.

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

None



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

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

- | | |
|---|----|
| (A) An enforcement notice | No |
| (B) A stop notice | No |
| (C) A listed building enforcement notice | No |
| (D) A breach of condition notice | No |
| (E) A planning contravention notice | No |
| (F) Another notice relating to breach of planning control | No |
| (G) A listed building repairs notice | No |
| (H) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation | No |
| (I) A building preservation notice | No |
| (J) A direction restricting permitted development | No |
| (K) An order revoking or modifying a planning permission | No |
| (L) An order requiring discontinuance of use or alterations or removal of building or works | No |
| (M) Tree preservation order | No |
| (N) Proceedings to enforce a planning agreement or planning contribution | No |

3.10. Conservation Area.

- | | |
|--|----|
| (A) The making of the area a Conservation Area before 31st August 1974; or | No |
| (B) An unimplemented resolution to designate the area a Conservation Area. | No |

3.11. Compulsory Purchase.

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



3.12. Contaminated Land.

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

- | | |
|---|-------|
| (A) In relation to register maintained under section 78R of the Environmental protection Act 1990 | No |
| (B) Notice relating to the property served or resolved to be served under S.78B (3) | N / A |
| (C) Consultation with the owner or occupier of the property conducted under 78G (3) of the Environmental protection Act 1990 before the service of a remediation notice? | N / A |
| (D) Entry in the register, or notice served or resolved to be served under S.78B (3) in relation to any adjoining or adjacent land, which has been identified as contaminated land because it is in such condition that harm or pollution of controlled waters might be caused on the property. | N / A |

3.13. Radon Gas.

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

No

Informative:

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

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

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

*** Whilst the standard enquiries of District Councils have failed to reveal the existence of any outstanding registrations with regard Contaminated Land, you are advised to undertake an Environmental Search Report.**

In addition, enquiries have been made at all departments of the local authority where personal enquiries are permitted, and the findings rely on the standard of the enquiries of the Local Authority (2002 Edition) (Con29 (2002)). Whilst every effort has been made to obtain as much information as possible, A T Searches is dependent on the Local Authority for the accuracy and extent of the information supplied and accordingly cannot be held liable for inaccurate or incomplete information supplied to A T Searches.



HIP Consumer Information

The Home Information Pack (No2) Regulations 2007 (“HIPs Regulations”) require that we provide you further information regarding your rights pertaining to this report. Should the content of this search report be used as part of a Home Information Pack and provided this search report is incorporated within the Home Information Pack (“Search Report”), the following information will be relevant to your statutory rights.

1. The Records

- 1.1 We have searched the records of the Local Authority stipulated in the Search Report.
- 1.2 In the event that there is any negligent or incorrect entry in those records searched, responsibility for that negligent or incorrect entry in the records searched will remain with the Local Authority identified in the Search Report.
- 1.3 In the event that the content of the Search Report is incorrect due to our negligence or interpretation of the records searched or, alternatively in the event that there a negligent or incorrect recording of the interpretation of the searched, then you will have recourse directly to A T Searches in respect of any such negligence or incorrect interpretation of recording of that information contained in the Search Report we have prepared.

2. How The Report Has Been Prepared

- 2.1 In preparing the search report, A T Searches have used reasonable care and skill; the responsible person for the Home Information Pack in which this report appears may copy or issue copies of this search report for the purposes of complying with regulations 5, 5, 8(j)(ii), 8(k), 8(l) and 24 of the HIPs Regulations, as well as pursuant to section 156(i), (ii) and 11 of the Housing Act 2004.

3. Responsibility for Search Reports

- 3.1 In the event that the Search Report is used as part of a Home Information Pack, A T Searches acknowledge their responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in the respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from A T Searches.

4. Insurance Provisions

- 4.1 A T Searches, as a responsible provider Search Reports for inclusion in HIPs, has made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover its liability pursuant to its responsibility to third parties, as set out above, including adequate insurance against its liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance run off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that A T Searches ceases trading.
- 4.2 A T Searches has also made provision for the inclusion of insurance within the search and would like to refer you to the Professional Indemnity Policy, forming part of the search report provided.



Consumer Information – Property Codes Compliance Board

Important Protection

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

By giving you this information, this organisation is confirming that we adhere to the principals of the Search and HIPs Codes, and are providing important protection for you.

The Code's main commitments

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

- Provide search reports which include the most up-to-date available information when compiled and an accurate report of the risks associated with the property.
- Ensure terms and conditions of our HIP services comply with this code.
- Provide HIPs and searches promptly. If there is a delay, we will inform you of this and why the delay has occurred.
- Train our staff properly to searches and HIPs with thoroughness and diligences as set out in the codes.
- Respond promptly to queries raised on search and HIP reports.
- Handle complaints speedily and fairly.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all search and HIP services comply with relevant laws, regulations and industry, standards.

Keeping to the Codes

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

Complaints

Information for Customers

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

If you want to make a complaint, we will:

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

If you are not satisfied with our final response, you may refer the complaint to the Independent Property Codes Adjudication Scheme: Tel: 020 7520 3800, E-mail: info@idrs.ltd.uk.

We will co-operate fully with the independent adjudicator during an investigation and comply with the adjudicator's decision.

Complaints should be sent to:

Mr Mogul
A T Searches
14 Lawford Grove,
Solihull Lodge,
Shirley,
B90 1EX.
Telephone: 0782 517 6124
Email: atsearches@hotmail.co.uk
Website: www.epcsandhips.co.uk

SPS

9 Whitburn Street
Bridgnorth
Shropshire
WV16 4QN

Order Date: **Monday, 26 April 2010**
Order No: **20315803**
Customer Ref: **81101**

Severn Trent Searches has carried out enquiries into the following property, in line with its published terms of sale upon request from SPS

**APARTMENT 3 50 CARDINAL CLOSE
BIRMINGHAM
B17 8EU**

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original: 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. Should the property not fall entirely within the Severn Trent Water Region, a copy of the records held by South Staffordshire Water of other relevant Water Company will be searched also. Severn Trent Searches is responsible for the accuracy of the information contained within the search report.

Question 1

Interpretation of Drainage and Water Enquiry.

Appendix 1 of this report contains definitions of terms and expressions identified in Part 1 of Schedule 8 of Statutory Instrument 2007 No 1667 known as the Home Information Pack (No.2) Regulations 2007 (the "Regulations").

Question 2

Enquiries and Responses.

The Search Report on the above property was completed on 27 Apr, 2010 by James Brooks, a technician employed by Severn Trent Searches and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries. In the event of any queries about the preparation of this search report, enquiries should be directed to:

enquiries@severntrentsearches.com

Or the Customer Service Manager, Severn Trent Searches at the address below.

If you have any queries regarding the content of the search report please visit our Frequently Asked Questions website at:

www.searchfaqt.com

Severn Trent Searches has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal Complaints Procedure is set out in Appendix 2.

The address for all correspondence is:

Severn Trent Searches
PO Box 6187
Nottingham
NG5 1LE
Tel: 0115 962 7269

or

Severn Trent Searches
DX 723860
Nottingham 43

ORDER SUMMARY

To help understand the implications of the Drainage and Water Enquiries Report which has been prepared in accordance with Schedule 8 of the Home Information Pack Regulations, a summary guide to the content of the full report is provided below. This guide should be read in the context of and with reference to the full report and associated guidance notes.

The following 3 classifications have been used to highlight whether or not the response to a particular question is something that would normally be expected or otherwise. The classifications are intended purely as a guide to assist in the understanding of the HIPS Report and do not imply that the property is fit to purchase or otherwise and this decision will rest with the prospective purchaser and their professional advisers.

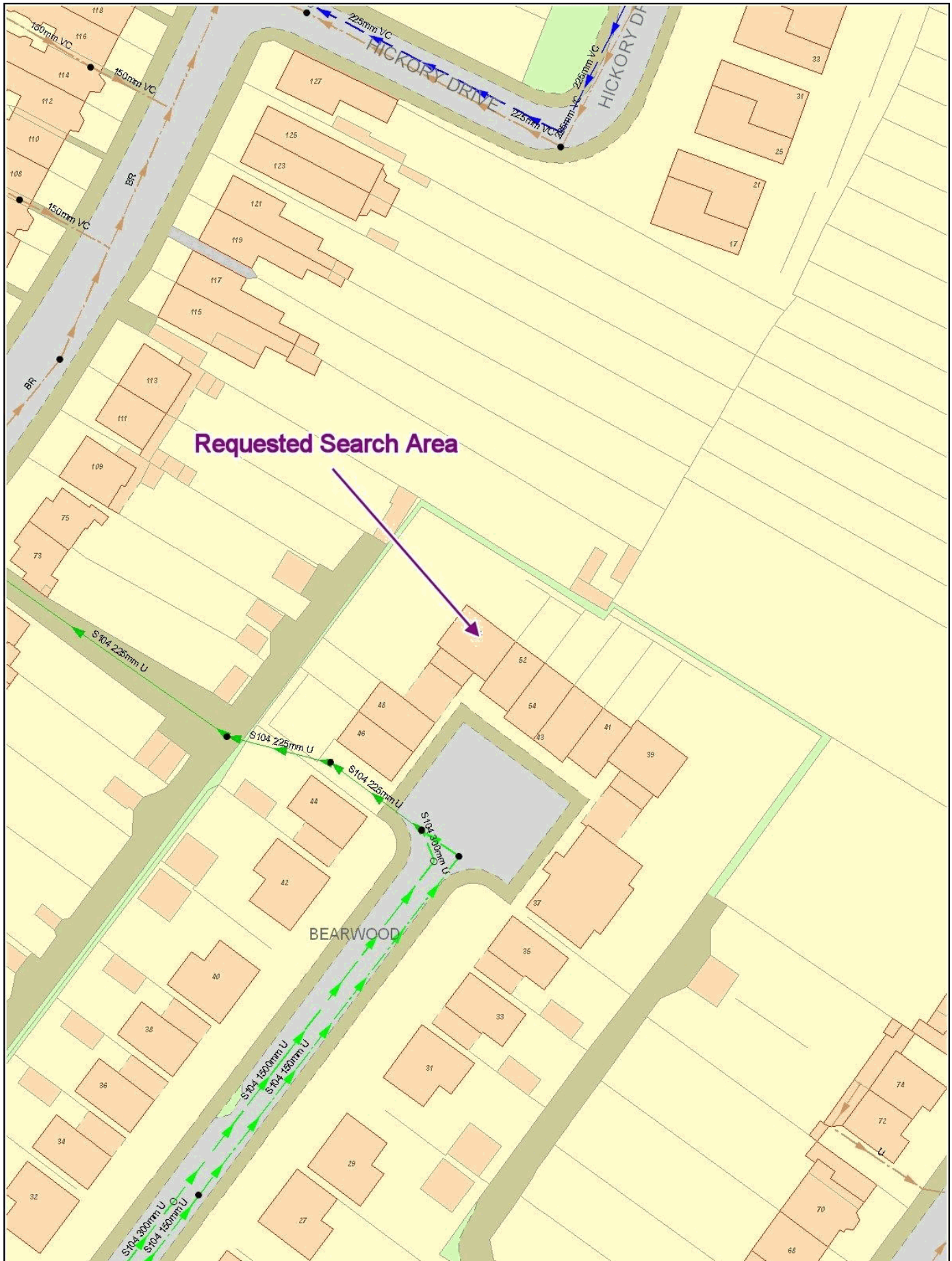
✓ This response represents the typical situation for a residential property.

📖 The attention of the purchaser is drawn to this response. Further information can be found in the Guidance Notes accompanying the relevant question, the purchaser may wish to make further investigations into this situation.

✗ This response represents an uncommon situation for a residential property and the purchaser should carefully consider its implications.

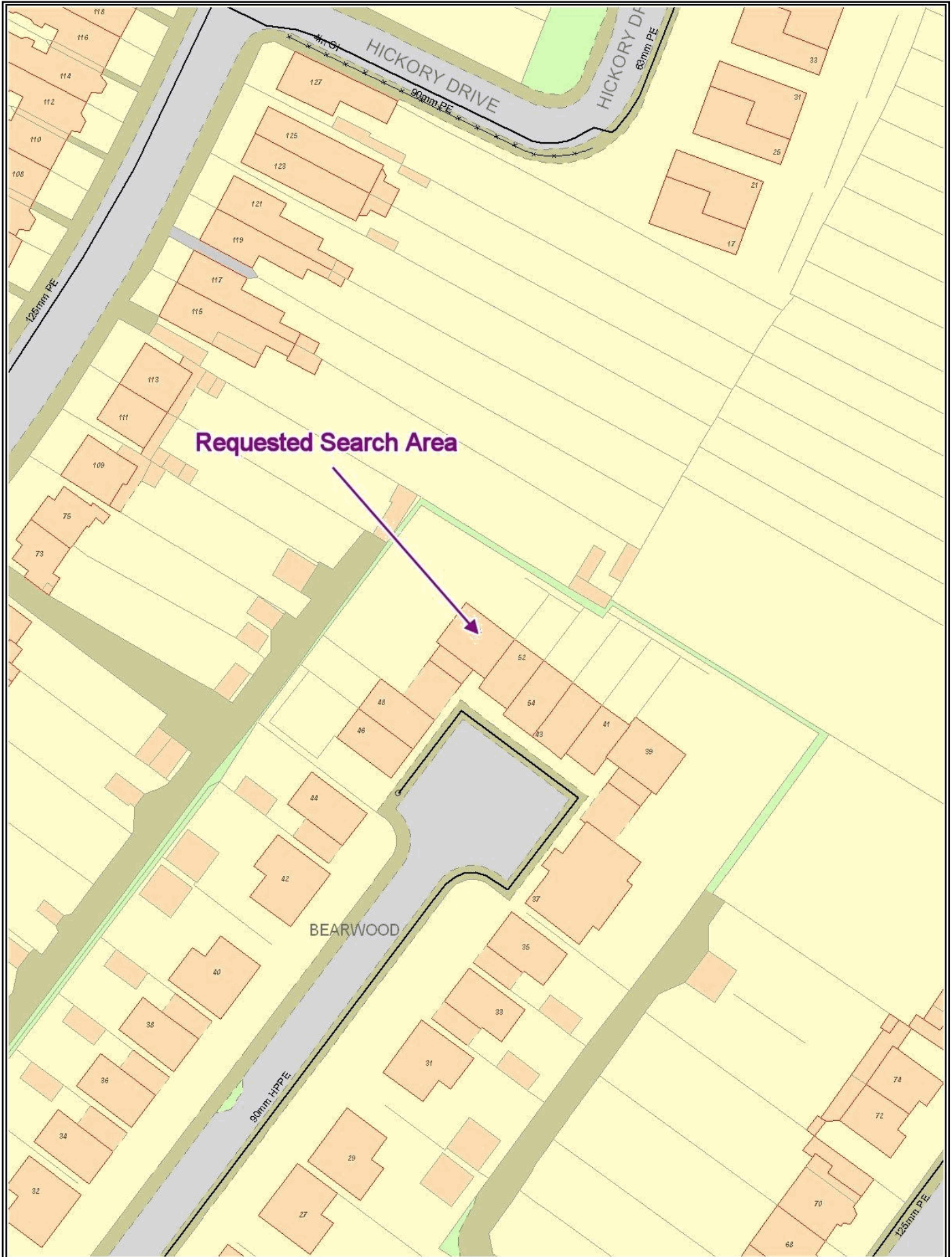
Question	Answer
3 Where relevant, please include a copy of an extract from the public sewer map.	Map Provided ✓
4 Does foul water from the property drain to a public sewer?	Yes ✓
5 Does surface water from the property drain to a public sewer?	Yes ✓
6 Are any sewers or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	Yes 📄
7 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	No ✓
8 Does the public sewer map indicate any public foul sewer within 30.48 metres (100 feet) of any buildings within the property?	Yes, S104 📄
9 Has a Sewerage Undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?	No ✓
10 Where relevant, please include a copy of an extract from the map of waterworks.	Map Provided ✓
11 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?	No ✓
12 Who are the Sewerage and Water Undertakers for the area?	See Answer ✓
13 Is the property connected to mains water supply?	Yes ✓
14 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	No ✓
15 What is the current basis for charging for sewerage and water services at the property?	Measured ✓
16 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	No ✓
17 Is a surface water drainage charge payable?	Yes ✓
18 Please include details of the location of any water meter serving the property.	See Details ✓
19 Who bills the property for sewerage services?	See Details ✓
20 Who bills the property for water services?	See Details ✓
21 Is the dwelling-house which is or forms part of the property at risk of internal flooding due to overloaded public sewers?	No ✓
22 Is the property at risk of receiving low water pressure or flow?	No ✓
23 Please include details of a water quality analysis made by the Water Undertaker for the water supply zone in respect of the most recent calendar year.	See Details 📄
24 Please include details of any departures, authorised by the Secretary of State under Part 6 of the 2000 Regulations, from the provisions of Part 3 of those Regulations; or authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.	N/A ✓
25 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	See Details ✓

SEWER RECORD APARTMENT 3 50 CARDINAL CLOSE, BIRMINGHAM, B17 8EU



1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of the Controller of Her Majesty's Stationery Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.

WATER RECORD APARTMENT 3 50 CARDINAL CLOSE, BIRMINGHAM, B17 8EU



1. Do not scale off drawing: This plan is furnished as a general guide and no warranty as to its correctness is given or implied. This plan must not be relied upon in the event of excavations or other works in the vicinity of the company's assets. 2. The material contained in this drawing has been based upon the Ordnance Survey Map by SEVERN TRENT WATER Ltd. by permission of Ordnance Survey on behalf of Her Majesty's Stationary Office. © Crown Copyright - SEVERN TRENT WATER Ltd. - WU298522 3. Document users other than SEVERN TRENT WATER business users are advised that this document is provided for reference purpose only and no further copies should be made from it.

MAP KEYS

Severn Trent Sewer Record

	Abandoned Gravity Sewer		Blind Shaft		Sewer Chemical Injection Point
	Private Combined Gravity Sewer		Combined Use Manhole		Sewer Junction
	Private Foul Gravity Sewer		Disposal Site		Sewerage Air Valve
	Private Surface Water Gravity Sewer		Flushing Chamber		Sewerage Hatch Box Point
	Public Combined Gravity Sewer		Foul Use Manhole		Sewerage Isolation Valve
	Public Foul Gravity Sewer		Grease Trap		Soakaway
	Public Surface Water Gravity Sewer		Head Node		Surface Water Manhole
	Trunk Combined Gravity Sewer		Hydrobrake		Vent Column
	Trunk Foul Use Gravity Sewer		Lamphole		Waste Water Storage
	Trunk Surface Water Gravity Sewer		Outfall		Culverted Watercourse
	Abandoned Pressurised Sewer		Overflow		Protective Strip
	Combined Use Pressurised Sewer		Penstock		Pre-1937 Properties
	Foul Use Pressurised Sewer		Petrol Interceptor		Sewage Pumping Facility
	Surface Water Pressurised Sewer		Sewage Treatment Works		Sewer Facility Connection Inlet / Outlet
	Highway Drain		Sewer Blockage		
	Combined Lateral Drain (SS)		Sewer Collapse		
	Foul Lateral Drain (SS)				
	Surface Water Lateral Drain (SS)				

All Private Sewers are shown in magenta
 All section 104 sewers are shown in green
 All Non-Sewer Standard (NSS) Lateral Drains are shown in orange

Severn Trent Water Record

	Distribution Main		Pumping Facility		Water Isolation Valve (Closed)		Change in Characteristic
	Trunk Main (local/primary)		Booster Facility		Water Isolation Valve (Open)		Marker Post
	Strategic Main		Potable Water Storage		Water Isolation Valve (Partially Open)		Cable Junction
	Fire Supply Main		Water Tower		Water Air Valve		Anode
	Fire Main		Well / Borehole		Pressure Reducing Valve		Boundary Box
	Non-Domestic Customer Service Pipe		Intake		Pressure Sustaining Valve		Stop Tap
	Domestic Customer Service Pipe		Water Treatment Works / Chamber		Non-Return Valve		Cross Piece
	Abandoned Main		Draw-off Tower		Float Valve		Strainer
	Elevated Main		Bowser Point		Hydrant (Single/Double)		Listening Post
	Aqueduct		Water Facility Connection		Washout (Single/Double)		Revenue Meter
	Duct		Pipe Support Structure		Bulk Meter		Housing, Building
	Pre-1937 Properties		Open Pipe		Water Hatch Box		Housing, Kiosk
	SSSI Area		Discharge		Pressure Tapping		Housing, Other
	Protective Strip		End Cap		Insertion Flow Meter Point		Quality Sample Point

For a detailed glossary of the above terminology please visit:

www.severntrentsearches.com/glossary

Question 3

Q3

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



Map Provided

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

Guidance Notes

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

Question 4

Q4

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



Yes

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

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for any private drains and private sewers that connect the property to the public sewerage system, and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

Question 5

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.



Yes

Guidance Notes

The connection status of the property is based on information held on the billing records by the responsible water company. Sewerage Undertakers are not responsible for private drains and private sewers that connect the property to the public sewerage system and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility, with other users, if the property is served by a private sewer which also serves other properties. These may pass through land outside of the control of the seller and the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. In some cases, Sewerage Undertaker records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage, the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from Severn Trent Water. An extract from the public sewer map is enclosed. This will show known public sewers and lateral drains in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and/or private sewers connecting the property to the public sewerage system.

Question 6

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 indicate that in relation to sewers and lateral drains serving the development, of which the property forms part, an adoption agreement exists and is the subject of a bond waiver.



Yes

Guidance Notes

This enquiry is of interest to purchasers of new homes who will want to know whether or not the property will be connected to a public sewer or lateral drain. The adoption of private sewers and drains by the Sewerage Undertaker is subject to the developer complying with the terms of the adoption agreement made under the provisions of Section 104 of the Water Industry Act 1991.

Question 7

Q7

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



No

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.

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public sewer, disposal main or lateral drain running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

Question 8

Q8

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



Yes, S104

The public sewer map indicates that there is a foul sewer or lateral drain subject to an existing adoption agreement within 30.48 metres (100 feet) of a building within the property.

Guidance Notes

A foul sewer indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 is not an "as constructed" record. It is recommended that these details be checked with the developer. If the private sewer is adopted then it will become a public foul sewer within 30.48 metres (100 feet) of the building(s) within the property and this can result in the Local Authority requiring a property to be connected to the public sewer. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public foul sewer.

Question 9

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?


No

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.

Guidance Notes

Buildings or extensions erected over a public sewer, disposal main or lateral drain in contravention of building controls or which conflict with the provisions of the Water Industry Act 1991 may have to be removed or altered.

Question 10

Q10

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


Map Provided

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

Guidance Notes

Pipes that are shown on the map of waterworks as water mains, resource mains or discharge pipes are defined as those for which a Water Undertaker holds statutory responsibility under the Water Industry Act 1991. Assets other than water mains, resource mains or discharge pipes may be shown on the plan, for information only. Water Undertakers are not responsible for private water mains or private service 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. The extract of the map of waterworks shows 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.

Question 11

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?


No

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.

Guidance Notes

Where the property is part of a very recent or ongoing development and the water mains and service pipes are not the subject of an adoption application, buyers should consult with the developer to confirm that the Water Undertaker will be asked to provide a water supply to the development or to ascertain the extent of any private water supply system for which they will hold maintenance and renewal liabilities.

Question 12

Q12

Who are the Sewerage and Water Undertakers for the area?

The Sewerage Undertakers for the area are:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

The Water Undertakers for the area are:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>


See Answer

Question 13

Q13

Is the property connected to mains water supply?

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


Yes

Question 14

Q14

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



No

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

Guidance Notes

The approximate boundary of the property has been determined by reference to the Ordnance Survey record. The presence of a public water main, resource main or discharge pipe within the boundary of the property may restrict further development within it. Water Undertakers have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the Company or its contractors needing to enter the property to carry out work.

Question 15

Q15

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



Measured

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

Guidance Notes

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 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 watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Question 16

Q16

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



No

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

Guidance Notes

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 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 watering the garden, other than by hand (this includes the use of sprinklers) or automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres.

Question 17

Q17

Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property of £0.00 for the current financial year.



Yes

Guidance Notes

Where surface water charges are payable but upon inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Water Company to end surface water charges.

Question 18

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 located within the dwelling-house which is or forms part of the property, and in particular is located;



See Details

" ".

(Note: the meter location has been downloaded from the meter reader records and is provided as general guidance.)

For further information regarding the water meter serving this property please contact:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

Question 19

Q19

Who bills the property for sewerage services?

The property is billed for sewerage services by:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

If your property was built after April 1989 you will be paying for water services on a measured basis. Householders that opted, at their present address, for a meter before 1 April 1996 can revert to paying by rateable value provided that the property still has a valid rateable value. Householders that opted, at their present address, for a meter after 1 April 2000 can revert to paying by rateable value at any time prior to the twelve month anniversary of the meter having been installed or 30 days after receipt of a second measured bill, provided that the property still has a valid rateable value. Properties that have a swimming pool or use an automatic garden watering device (i.e. a hosepipe not held in the hand) must be metered. Household measured bills are sent half yearly. All non-households are required to be metered.



See Details

Question 20

Q20

Who bills the property for water services?

The property is billed for water services by:

Severn Trent Water
Sherbourne House
St Martins Road
Coventry
CV3 6SD

Tel: 0845 7500 500 For Billing Enquiries only
Tel: 0845 7090 646 For Metering Enquiries only
Tel: 0115 962 7269 For Search Enquiries only

<http://www.stwater.co.uk>

If your property was built after April 1989 you will be paying for water services on a measured basis. Householders that opted, at their present address, for a meter before 1 April 1996 can revert to paying by rateable value provided that the property still has a valid rateable value. Householders that opted, at their present address, for a meter after 1 April 2000 can revert to paying by rateable value at any time prior to the twelve month anniversary of the meter having been installed or 30 days after receipt of a second measured bill, provided that the property still has a valid rateable value. Properties that have a swimming pool or use an automatic garden watering device (i.e. a hosepipe not held in the hand) must be metered. Household measured bills are sent half yearly. All non-households are required to be metered.



See Details

Question 21

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.



No

Guidance Notes

A sewer is 'overloaded' when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded. 'Internal flooding' from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes, buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes. 'At Risk' properties are those that the Sewerage Undertaker is required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority. These are defined as properties that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the 'At Risk' register.

Question 22

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.

✓
No

Guidance Notes

'Low water pressure' means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Water Services Regulation Authority properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). Water Companies are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level). The reference level of service is a flow of 9 litres/minute at a pressure of 10 metres head on the customer's side of the main stop tap (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 10 metres head on the customer's side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS6700 or Institute of Plumbing handbook. 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 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 PRVs or booster pumps), firefighting and action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.

Question 23

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.


See Details

The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances, and these are: A sample failed the Benzo-3,4-Pyrene standard on 03/07/2008. Result = 0.012 ug/l. No cause was identified for the exceedance. All investigational samples were satisfactory.

Guidance Notes

IMPORTANT - Please note the response to this question provides information about the water supply zone within which the property is situated and NOT the individual property shown above. Water companies are responsible for ensuring that the water provided is wholesome and is safe to drink. The quality of drinking water is monitored throughout the various stages of treatment and distribution. This includes source water abstractions, reservoirs and aquifers; the treatment process and finished treated water; the distribution system; and finally water at customers taps. The standards which must be complied with are some of the tightest in the world. They incorporate standards from the European Drinking Water Directive and UK Legislation (National Standards). These standards are used to monitor compliance against microbiological and chemical standards, including aesthetic standards such as colour, clarity and taste. Thousands of sample tests are carried out in a year. Sampling is carried out at randomly selected customer properties usually at the cold water tap in the kitchen. On rare occasions where a standard is not met an immediate investigation is carried out and remedial actions initiated as necessary. This includes consultation with Public Health Doctors and Environmental Health teams. The majority of these cases are minor or temporary in nature and are often associated with the condition or maintenance of the plumbing within an individual property. Customers are normally advised by letter of any specific individual property issues and a copy would be available from the vendor, if applicable. For further information on water quality information for a postcode, and facts leaflets on water quality, please contact the responsible water company. The primary responsibility for enforcing the standards and regulations lies with the Drinking Water Inspectorate (DWI). They independently assess the performance of all water companies and undertake technical audits of procedures and assets. They also produce an annual independent report summarising the performance of the water company.

Question 24

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; or authorised by the Welsh Ministers under Part 6 of the 2001 Regulations, from the provisions of Part 3 of those Regulations.


N/A

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

Guidance Notes

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 if you require further information.

Question 25

Q25

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



See Details

The nearest sewage treatment works is 4.661 KM to the West of the property. The name of the nearest sewage treatment works is Station Road .

Guidance Notes

The nearest sewage treatment works will not always be the sewage treatment works serving the catchments within which the property is situated. The Sewerage Undertaker's records were inspected to determine the nearest sewage treatment works. It should be noted therefore that there may be private sewage treatment works closer than the one detailed above that have not been identified.

Appendix 1

Terms and Expressions in this Report

'the 1991 Act' means the Water Industry Act 1991[61];

'the 2000 Regulations' means the Water Supply (Water Quality) Regulations 2000[62];

'the 2001 Regulations' means the Water Supply (Water Quality) Regulations 2001[63];

'adoption agreement' means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act[64];

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

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

'calendar year' means the twelve months ending 31st December;

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

'disposal main' means (subject to section 219(2) of the 1991 Act) any outfall pipe or other pipe which - (a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a Sewerage Undertaker or of any other person; and (b) is not a public sewer;

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

'effluent' means any liquid, including particles of matter and other substance in suspension in the liquid;

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

'lateral drain' means - (a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act[65];

'licensed water supplier' means a company which is the holder for the time being of a water supply license under Section 17A(1) of the 1991 Act[66];

'maintenance period' means the period so specified in an adoption agreement as a period of time - (a) from the date of issue of a certificate by a Sewerage Undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that Undertakers satisfaction; and (b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

'map of waterworks' means the map made available under Section 198(3) of the 1991 Act[67] in relation to the information specified in subsection (1A);

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

'public sewer' means, subject to Section 106(1A) of the 1991 Act[68], a sewer for the time being vested in a Sewerage Undertaker in its capacity as such, whether vested in that Undertaker - (a) by virtue of a scheme under Schedule 2 to the Water Act 1989[69]; (b) by virtue of a scheme under Schedule 2 to the 1991 Act[70]; (c) under Section 179 of the 1991 Act[71]; or (d) otherwise;

'public sewer map' means the map made available under Section 199(5) of the 1991 Act[72];

'resource main' means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of - (a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or (b) giving or taking a supply of water in bulk;

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

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

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

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

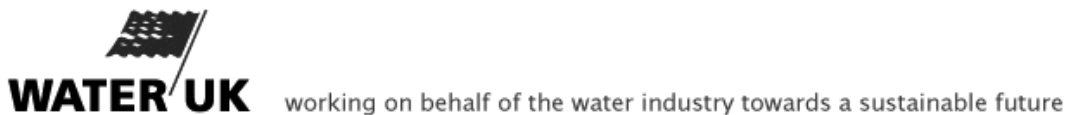
'water meter' means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

'water supplier' means the company supplying water in the water supply zone, whether a Water Undertaker or licensed water supplier;

'water supply zone' in relation to a calendar year, means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year,

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

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



The Law Society endorses the use of a residential drainage and water enquiry on all occasions where a property is being sold. With their unique knowledge of the water industry, the regional water companies of England & Wales are best placed to identify any risks relating to the location and ownership of public water mains and sewers before property purchases are completed.

We do accept that on occasions, customers may not be happy and seek clarification or confirmation that our records are correct. For such instances, the Water UK CON29DW group has developed a unified approach in dealing with customer enquiries and complaints, offering customers a set of minimum standards that would apply. These are listed below.

Water UK: Residential Drainage and Water Search Complaint Procedure

As a minimum standard Severn Trent Searches, PO Box 6187, Nottingham, NG5 1LE.

We will endeavour to resolve any telephone contact or complaint at the time of the call, however, if that isn't possible, we will advise you on how soon we can respond. If you are not happy with our initial response, we will advise you to write in via email, fax or letter explaining the reasons why you are not satisfied.

We will investigate and research the matter in detail and provide a written response within 5 working days of receipt of your complaint.

Depending on the scale of investigation required, we will keep you informed of the progress and update you with new timescales if necessary.

If we fail to give you a written substantive response within 5 working days, Severn Trent Searches will compensate you the original fee paid for the CON29DW Drainage and Water enquiry regardless of the outcome of your complaint.

If we find your complaint to be justified, or we have made any errors that change the outcome in your search result, we will automatically refund your search fee. We will provide you with a revised search and also undertake the necessary action, as within our control, to put things right as soon as practically possible. Customers will be kept informed of the progress of any action required.

If your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay, you will receive the search free of charge.

A complaint will normally be dealt with fully within 20 working days of the date of its receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 40 working days.

If you are still not satisfied with our response or action, we will refer the matter to a Senior Manager/ Company Director for resolution. At your request we will liaise with counselling organisations on your behalf.

If you are not satisfied with the final decision, you may refer the complaint to The Property Ombudsman scheme (TPOs), contact details below. We will co-operate fully with the independent adjudicator during the consideration of a complaint by the TPOs and comply with any decision.

Complaints should be sent to:
Customer Services
Severn Trent Searches
PO Box 6187, Nottingham, NG5 1LE.
Tel: 0115 962 7269
Email: enquiries@severntrentsearches.com

TPOs can be contacted at:
The Property Ombudsman scheme
Beckett House, 4 Bridge Street,
Salisbury, Wiltshire, SP1 2LX.
Tel: 01722 333306
Fax: 01722 332296
E-mail: admin@tpos.co.uk

**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 the water service company or their data service provider producing the Report.

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

Copyright and Confidentiality

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

4.2 The Customer or Client is entitled to make copies of the Report but may only copy the maps contained in the, or attached to the Report, if they have an appropriate Ordnance Survey licence.

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

Payment

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

General

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

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

6.3 Nothing in this notice 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 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations.

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

Residential DW Terms and Conditions - HIPS Revisions- Final Version 1.2doc

Severn Trent Searches is a trading name of Severn Trent Retail and Utility Services Ltd. Registered in England and Wales no.2562471 Registered office 2297 Coventry Road Birmingham, B26 3PU.

SEVERN TRENT SEARCHES
S104 Agreement
Status Report

ST Reference:

Severn Trent Water Reference is 82443/0.
(This should be quoted on any correspondence with the Company).

Site Name:

The site is known as: Cardinal Newman Roman Catholic School, Bearwood

The sewers serving the above property are the subject of a Section 104 Agreement. Once the obligations of the Agreement have been complied with Severn Trent Water will adopt the sewers.

Approvals & Agreements:

The sewers serving the property are the subject of the S104 Agreement which was completed on 27 July 2005.

The Agreement is supported by a Bond waiver.

The parties to the Agreement are:

Developer: David Wilson Homes Wilson Bowden House Leicester Road Ibstock
Leicester LE67 6WB

Owner: .

Surety: .

Undertaker: SEVERN TRENT WATER LIMITED whose registered office is
at 2297 Coventry Road Birmingham B26 3PU.

IF PARTY DETAILS ARE BLANK THE PARTY IS NOT APPLICABLE

The information provided has been drawn from your original search application. If any of the details are incorrect contact Severn Trent Searches as soon as possible.



HIP Birmingham
Sycamore House,
54 Calthorpe Road,
Edgbaston,
Birmingham
B15 1TH

Quote Helpline: 0121 685 8126
Legal Helpline: 0800 923 0021