

Home Information Pack

Compiled for you by the professionals at Reeds Rains



Apartment 56
Wren Nest Mill
Glossop
Derbyshire
SK13 8GJ



Reeds Rains

The Estate Agent

www.reedsrains.co.uk

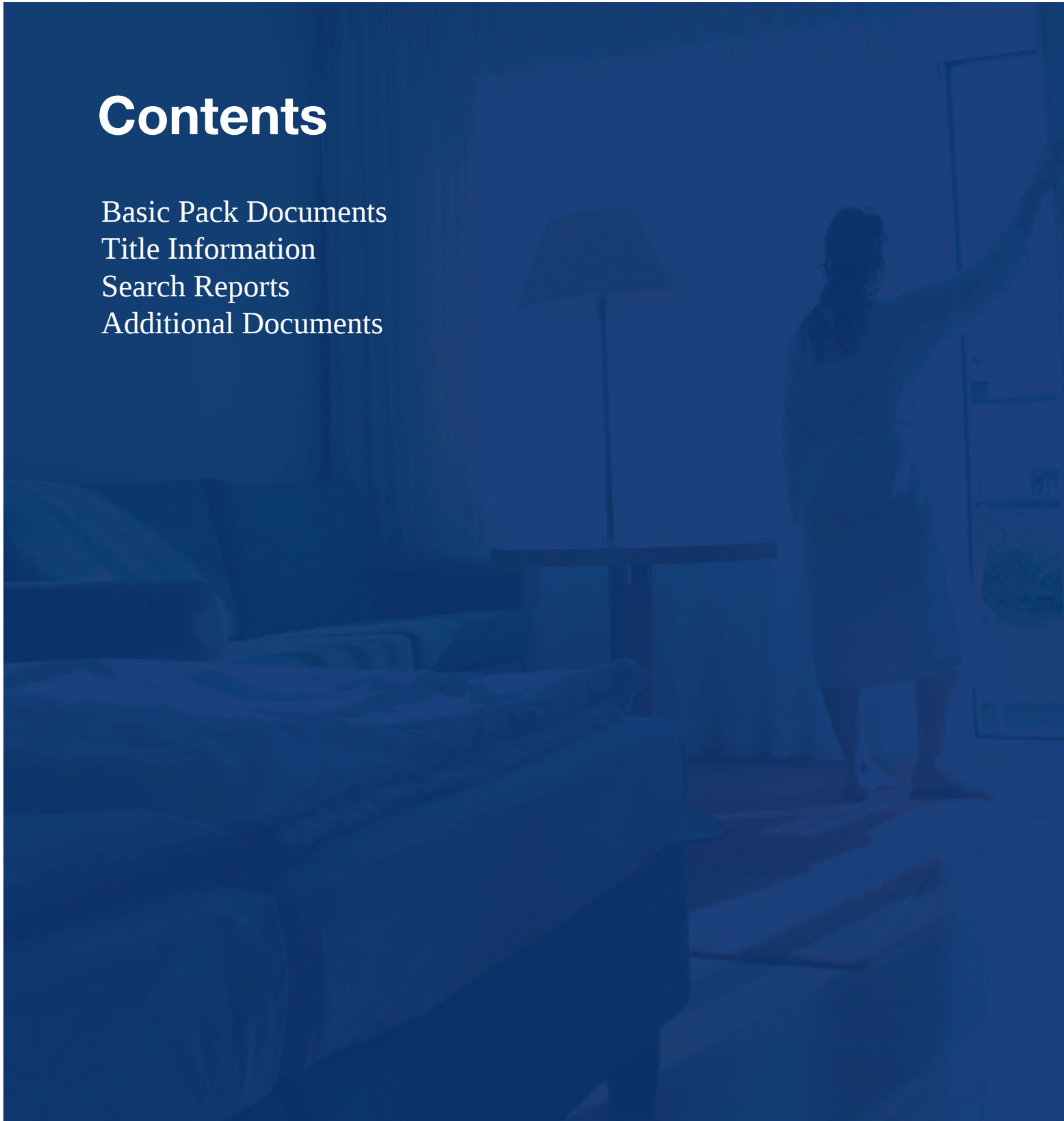
Home Information Pack

Compiled for you by the professionals at Reeds Rains



Contents

Basic Pack Documents
Title Information
Search Reports
Additional Documents

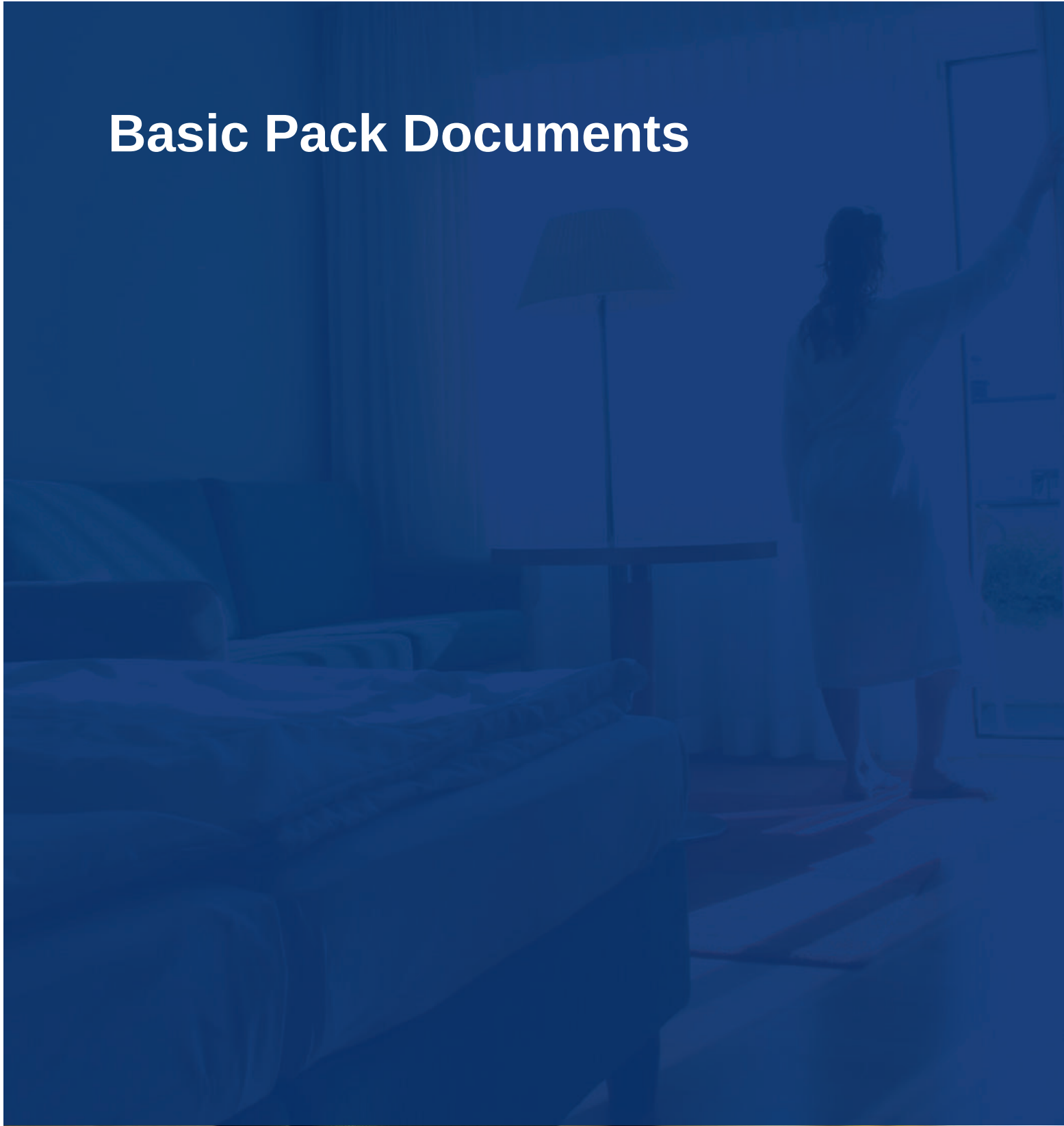


Home Information Pack

Compiled for you by the professionals at Reeds Rains



Basic Pack Documents



Document Index



■ Prepared by: Homefast Property Services
61 The Quadrant | Marshalswick | St Albans | Hertfordshire AL4 9RF

■ **HIP Prepared For: Mr Boothroyd, Apartment 56 Wren Nest Mill Glossop Derbyshire SK13 8GJ**

PART ONE: GENERAL

Home Information Pack Documents	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
1. Index	Yes ☒ No ☐ N / A ☐		
2. Property Information Questionnaire	Yes ☒ No ☐ N / A ☐		
3. Energy Performance Certificate and Recommendation Report or Predicted Energy Assessment	Yes ☒ No ☐ N / A ☐		
4. Sale Statement	Yes ☒ No ☐ N / A ☐		

Title Information	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
5. Land Registry individual register	Yes ☒ No ☐ N / A ☐		
6. Land Registry title plan	Yes ☒ No ☐ N / A ☐		
7. Land Registry copies of documents referred to in the individual register	Yes ☐ No ☐ N / A ☒		
8. Official search of Land Registry index map	Yes ☐ No ☐ N / A ☒		
9. Deduction of title documents	Yes ☐ No ☐ N / A ☒		
10. Leases, tenancies or licenses for properties where part of the property in a sub-divided building not sold with vacant possession.	Yes ☒ No ☐ N / A ☐		

The Physical Condition of the Property	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
11. Uncommenced new homes warranty with cover note	Yes ☐ No ☐ N / A ☒		
12. Commenced new homes warranty	Yes ☐ No ☐ N / A ☒		
13. Other warranties	Yes ☐ No ☐ N / A ☒		

The Physical Condition of the Property (Continued)	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
14. Additional Home Condition Reports for the past 12 months	Yes ☐ No ☐ N / A ☒		
15. Report on a property not physically complete	Yes ☐ No ☐ N / A ☒		
16. Evidence of safety, construction, repair or maintenance	Yes ☐ No ☐ N / A ☒		

Search Reports	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
17. Local land charges	Yes ☒ No ☐ N / A ☐		
18. Local Searches	Yes ☒ No ☐ N / A ☐		
19. Additional local enquiries	Yes ☒ No ☐ N / A ☐		
20. Water and drainage enquiries	Yes ☒ No ☐ N / A ☐		

Other Documents	Included (Yes / No or Not Applicable)	Further Information (Including date of documents)	Reasons why not included and steps being taken to obtain the document
21. Translation of pack documents	Yes ☐ No ☐ N / A ☒		
22. Additional versions of any pack documents in another format such as Braille or large print	Yes ☐ No ☐ N / A ☒		
23. Summary or explanation of any pack documents	Yes ☐ No ☐ N / A ☒		
24. Information identifying the property, including a description, photograph, map, plan or drawing of the property	Yes ☐ No ☐ N / A ☒		
25. Information identifying the persons involved in providing the pack document or information within a pack document	Yes ☐ No ☐ N / A ☒		
26. Additional relevant information	Yes ☐ No ☐ N / A ☒		

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	56 WREN NEST MILL LASSOP, SK13 8QT
b. The name of the seller	MRS J DANNIE BOOTHROYD
c. The date the PIQ was completed	
1. When was the property purchased?	1 SEP 1 month 2006 year APPROX
2. Is your property a listed building or contained in a listed building?	Yes ☐ No ☐ Don't know ☐ DONT THINK SO

3. What council tax band is the property in? [Note: Buyers should be aware that improvements carried out by the seller may affect the property's council tax banding following a sale]	A B C D E F G H Band: [please select]
4. What parking arrangements exist at your property?	Garage ☐ Allocated parking space ☒ Driveway ☐ On street ☐ Resident permit ☐ Metered parking ☐ Shared parking ☐ specify other :
Other issues affecting the property	
5. Has there been any damage to your property as a result of storm or fire since you have owned it? EASTER 2007, A SERIOUS FIRE CAUSED BY A WARM ARGONIST. EASTER 2009, WORK FINISHED, ALL NOW FINISHED. APARTMENT BRAND NEW. NO ONE HAS LIVED IN IT. 5a. If "yes", please give details.	Yes ☒ No ☐ Don't know ☐
6. If you have answered "yes" to question 5, was the damage the subject of an insurance claim? 6a. If "yes", please state whether any of these claims are outstanding. NONE	Yes ☒ No ☐ Don't know ☐
7. Are you aware of any flooding at your property since you have owned it or before? 7a. If "yes", please give details.	Yes ☐ No ☒
8. Have you checked the freely available flood risk data at the Environment Agency's website (http://www.environment-agency.gov.uk/subjects/flood/)? 8a. If "yes", please give details. 8b. If "no" the buyer is advised to check the Environment Agency website for an indication of flood risk in the area.	Yes ☐ No ☐ Don't know ☐
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? 9a. If "yes", please give details of any guarantees relating to the work and who holds the guarantees.	Yes ☐ No ☒ Don't know ☐ ALL GUARANTEES THAT ARE FOR A NEWLY BUILT APARTMENT ARE AVAILABLE.

Utilities and Services

10. Is there central heating in your property?

Yes ☒

No ☐

Don't know ☐

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

ELECTRIC RADIATORS IN ALL ROOMS.

11. When was your central heating or other primary heating system last serviced?

BRAND NEW. NEVER USED

Last serviced [year] a report [is/is not] available

Not serviced ☐

Don't know ☐

12. When was the electrical wiring in your property last checked?

ALL BRAND NEW

Last serviced [year] a report [is/is not] available

Not checked ☐

Don't know ☐

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

Services	Connected
Electricity	☒
Gas	☐
Water mains or private water supply	☒
Drainage to public sewer (if not connected please indicate whether there is a cesspool or septic tank)	☒
Telephone SOCKETS,	☒
Cable TV or Satellite SOCKETS,	☒
Broadband ?	☐ DONT KNOW

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").	
15. Have you had replacement windows, doors, patio doors or double glazing installed in your property?	Yes ☒ No ☐ Don't know ☐
15a. If "yes", please give details of changes and guarantees, if held.	ALL BRAND NEW WITH GUARANTEES

Access

16. Do you have right of access through any neighbouring homes, buildings or land?	Yes ☐ No ☒ Don't know ☐
16a. If "yes", please give details.	
17. Does any other person have a right of access through your property?	Yes ☐ No ☐ Don't know ☐
17a. If "yes", please give details.	ALL APARTMENT HOLDERS HAVE RIGHT OF ACCESS TO BUILDING.

Leasehold properties

18. Is your property a leasehold property?	Yes ☒ No ☐
If "yes" complete Part 2 of this questionnaire. If "no" there is no need to complete Part 2 of this questionnaire.	

PART 2: LEASEHOLD PROPERTIES

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

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

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

Additional information for leasehold properties

19. What is the name of the person or organisation to whom you pay – 19a. ground rent; and 19b. service charges (if different from (a) above)?	PREMIER ESTATES LTD CHILTERN HOUSE 72-74 KING EDWARD ST MACCLESFIELD SK10 1AT.
20. How many years does your lease have left to run?	248 APPROX
21. How much is your current annual ground rent?	£220 APPROX
22. How much is your current annual service charge?	£1,585-57
23. How much is your current annual buildings insurance premium (if not included in the service charge)?	INC.
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 ☐ No ☒ Don't know ☐
25. Does the lease prevent you from – 25a. Sub-letting? 25b. Keeping pets?	YOU JUST NEED PERMISSION Yes ☐ H No ☐ Don't know ☐ Yes ☐ H No ☐ Don't know ☐
26. Does the lease allow you to: 26a. Use a car park or space? 26b. Have access to a communal garden (where applicable)?	Yes ☒ No ☐ Don't know ☐ Yes ☐ No ☐ Don't know ☐ N/A
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 ☐ No ☐ Don't know ☐ NOT AS FAR AS I KNOW

Energy Performance Certificate



Apartment 56 Wren Nest Mill Glossop Brook Road
GLOSSOP
Derbyshire
SK13 8GJ

Dwelling type: Top-floor flat
Date of assessment: 07 May 2009
Date of certificate: 09 May 2009
Reference number: 8551-6325-6420-7013-7002
Total floor area: 54 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	69	80
(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.

Environmental Impact Rating (CO₂)

	Current	Potential
Very environmentally friendly - lower CO ₂ emissions		
(92 plus) A		
(81-91) B		
(69-80) C	74	74
(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	236 kWh/m ² per year	237 kWh/m ² per year
Carbon dioxide emissions	1.9 tonnes per year	1.9 tonnes per year
Lighting	£62 per year	£31 per year
Heating	£239 per year	£138 per year
Hot water	£112 per year	£112 per year

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

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



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

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

About this document

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

Assessor's accreditation number: BREC100163
Assessor's name: THOMAS MORTIMER
Company name/trading name: Pennine Home Inspections Ltd
Address: 6, Shadows Lane, Mossley, Ashton
Under Lyne, Lancashire, OL5 9BS
Phone number: 07970095707
Fax number: 01457834026
E-mail address: admin@penninehomeinspections.co.uk
Related party disclosure:

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

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

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

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

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

Recommended measures to improve this home's energy performance

Apartment 56 Wren Nest Mill Glossop Brook Road
GLOSSOP
Derbyshire
SK13 8GJ

Date of certificate: 09 May 2009
Reference number: 8551-6325-6420-7013-7002

Summary of this home's energy performance related features

The following is an assessment of the key individual elements that have an impact on this home's performance rating. Each element is assessed against the following scale: Very poor / Poor / Average / Good / Very good.

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Sandstone, as built, insulated (assumed)	Good	Good
Roof	Flat, insulated (assumed)	Good	Good
Floor	(other premises below)	-	-
Windows	Fully double glazed	Good	Good
Main heating	Room heaters, electric	Very poor	Poor
Main heating controls	Programmer and appliance thermostats	Good	Good
Secondary heating	None	-	-
Hot water	Electric immersion, off-peak	Average	Poor
Lighting	No low energy lighting	Very poor	Very poor
Current energy efficiency rating		C 69	
Current environmental impact (CO ₂) rating			C 74

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	£20	C 71	C 75
Sub-total	£20		
Higher cost measures			
2 Fan-assisted storage heaters	£112	C 80	C 74
Total	£132		
Potential energy efficiency rating		C 80	
Potential environmental impact (CO ₂) rating			C 74

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 much less expensive to run than the direct acting, on-peak heating system in the property. A dual-rate electricity supply is required to provide the off-peak electricity that these heaters use; this is easily obtained by contacting the energy supplier. Ask for a quotation for fan-assisted heaters with automatic charge control. As installations should be in accordance with the national wiring standards, only a qualified electrician should carry out the installation. Building Regulations apply to this work, so Building Control 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.

¹ For information on 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

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

Apartment 56

Wren Nest Mill
Glossop
Derbyshire
SK13 8GJ

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?	☒ Flat (incl. maisonette) or ☐ House (incl. bungalow)
2. If it is a flat, what type of building is it in?	☐ Purpose built block ☐ Converted house or ☐ Conversion of commercial premises
3. The property is (or will be):	☐ Freehold ☐ Commonhold ☒ Leasehold starting (or likely to start) from 18/08/2004 and with 245 years left on the lease
4. The title to the interest in the property being sold is:	☒ The whole of a registered estate ☐ Part of a registered estate ☐ The whole of an unregistered estate ☐ Part of an unregistered estate
5. Name(s) of seller	Joanne Boothroyd
6. The capacity of the seller	☒ The owner or owners ☐ A representative with the necessary authority to sell the property for an owner who has died ☐ A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) ☐ Other (please give details):
7. The property is being sold:	☒ With vacant possession ☐ Section 171((2) of the Housing Act 2004 applies and part of the property is not being sold with vacant possession. Explanation of circumstances as follows:

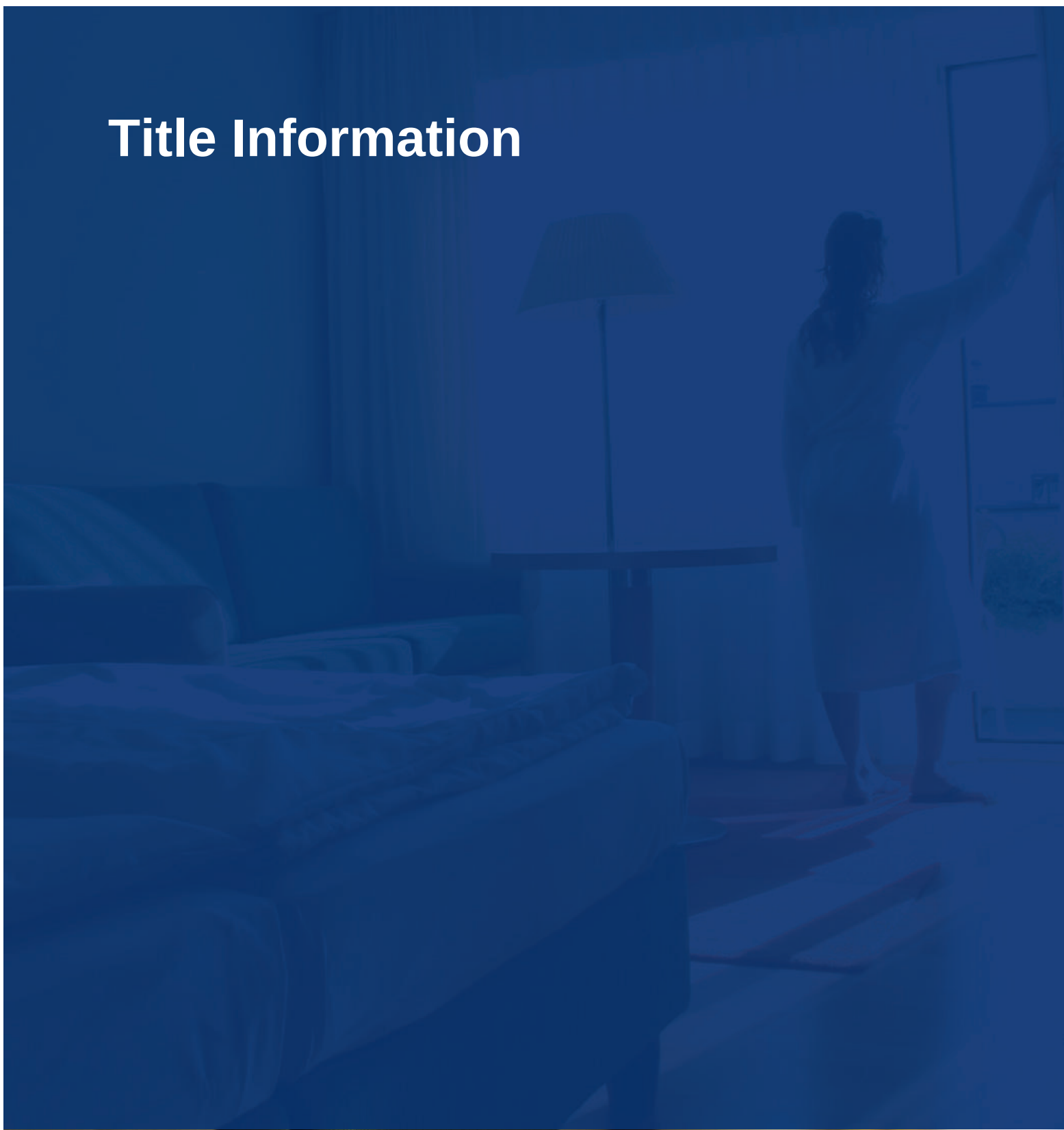
Date: 05 May 2009

Home Information Pack

Compiled for you by the professionals at Reeds Rains



Title Information



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 DY416249

Edition date 25.09.2008

- This official copy shows the entries on the register of title on 01 May 2009 at 10:03:03.
- 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 01 May 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Nottingham (West) 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.

DERBYSHIRE : HIGH PEAK

- 1 (14.06.2007) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Apartment 56, Wren Nest Mill, Glossop Brook Road, Glossop (SK13 8GJ).

NOTE: Only the fourth floor apartment is included in the title.
- 2 (14.06.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 21 September 2006
Term : 250 years from 18 August 2004
Parties : (1) Oakapple Homes (Glossop) Limited
(2) Premier Estates Limited
(3) Joanne Boothroyd
- 3 (14.06.2007) The title includes any legal easements granted by the registered lease but is subject to any rights that are granted or reserved by the said lease and affect the registered land.
- 4 (14.06.2007) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 (14.06.2007) The landlord's title is registered.

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 (14.06.2007) PROPRIETOR: JOANNE BOOTHROYD of 4 Carr Green Close, Rastrick, Brighouse, West Yorkshire HD6 3LX.
- 2 (14.06.2007) The price, other than rents, stated to have been paid on the grant of the lease was £142,800.
- 3 (14.06.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 21 September 2006 in favour of The Mortgage Business PLC referred to in the Charges Register.
- 4 (03.07.2007) 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 on behalf of Oakapple Homes (Glossop) Limited of The Manor House, Beeston, Leeds LS11 8BQ by its conveyancer that the provisions of Clause 6.3 of the registered lease have been complied with.

C: Charges Register

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

- 1 (14.06.2007) REGISTERED CHARGE dated 21 September 2006.
- 2 (14.06.2007) Proprietor: THE MORTGAGE BUSINESS PLC (Co. Regn. No. 1997277) of Trinity Road, Halifax, W Yorkshire HX1 2RG.

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.

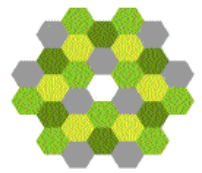
This official copy is issued on 01 May 2009 shows the state of this title plan on 01 May 2009 at 09:44:08. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide *19 - Title Plans and Boundaries*.

This title is dealt with by the Land Registry, Nottingham (West) Office .

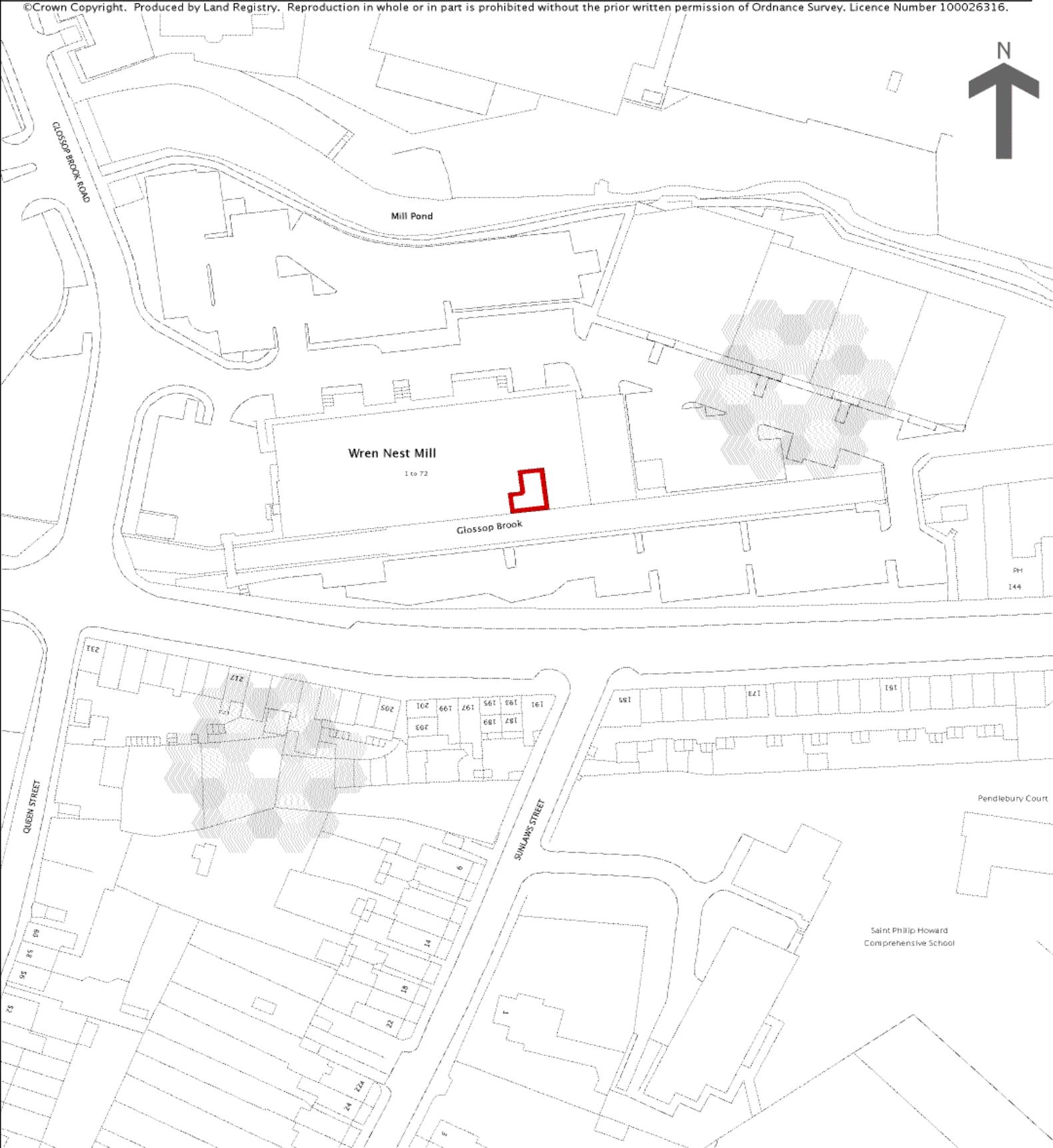


Land Registry Official copy of title plan

Title number DY416249
Ordnance Survey map reference SK0294SE
Scale 1:1250
Administrative area DERBYSHIRE: HIGH PEAK



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

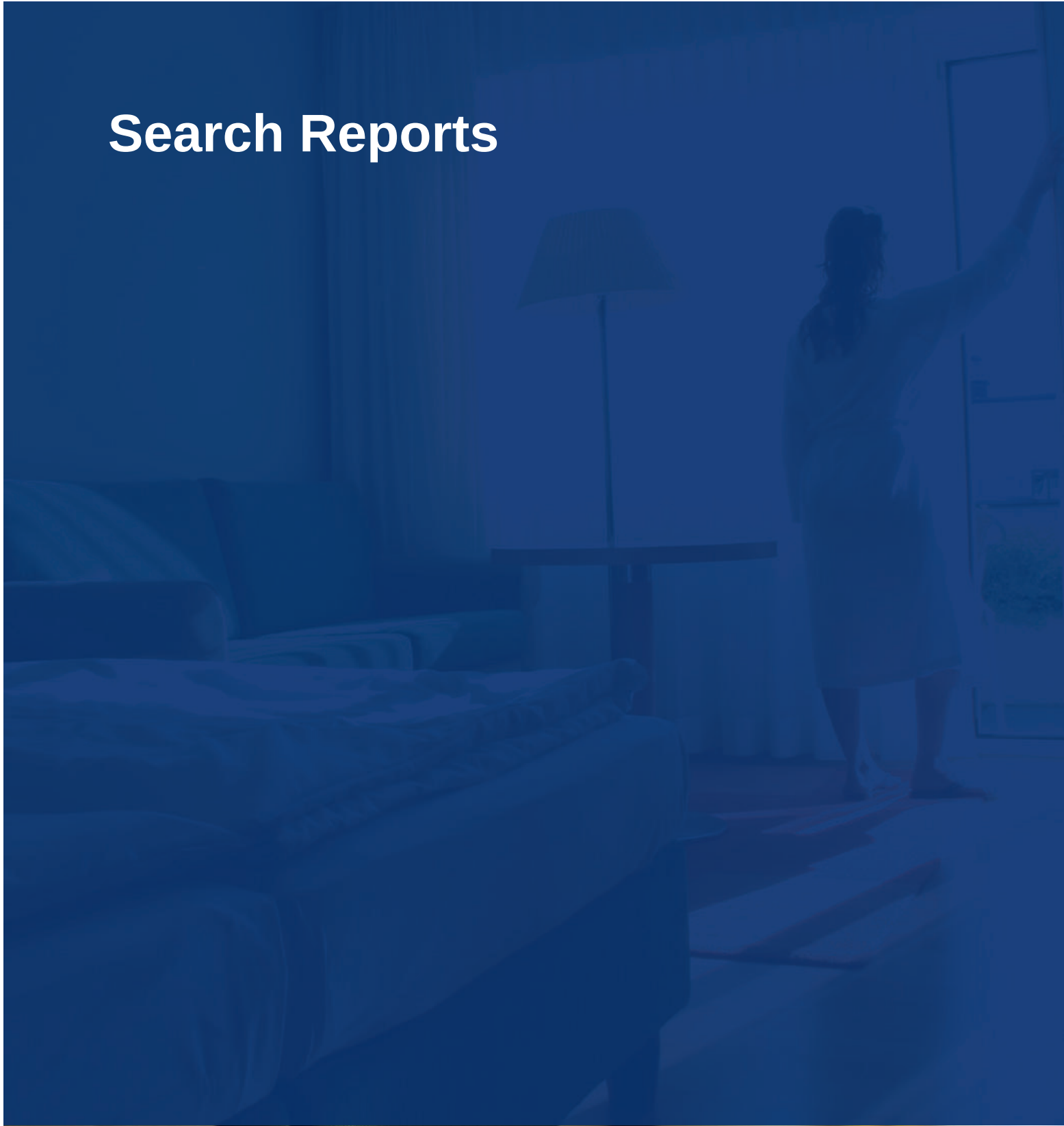


Home Information Pack

Compiled for you by the professionals at Reeds Rains



Search Reports



Search Report



Requested by:-
Homefast Property Services Ltd HIPs (HipsWorld)

Our Reference: **XX/X740349**
Your Reference: **101581**
Report Prepared by: **PThompson**

Date: **11/05/2009**

REQUESTED FOR

Apartment 56 Wren Nest Mill
Glossop Brook Road
Glossop
SK13 8GJ

Council: High Peak Borough Council

Local Authority Code: 1030

Search: HIP LLC1 & Local Search

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

Freephone 0800 052 0117

Yours Faithfully



ONESEARCH DIRECT



SUMMARY OF SEARCH REPORT : 01198833

INVOICE NUMBER : E20622330

LLC1 Search

The Search requested above reveals 61 registration/s described in the Schedule hereto

LOCAL Search

1.1. Planning and Building Regulations

Planning Permissions, Listed	Yes
Building/Conservation Area Consents	
Certificate of Lawfulness of Proposed Use or Development	No
Building Regulation Approvals/Completion Certificates	See main report

1.2. Development Plans

Policies	Yes
Proposals	No
Recommendations	No

2. Roads

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

Other Matters

3.1. Land Required for Public Purposes	No
3.2. Land to be Acquired for Roadworks	No
3.3. Drainage Agreements and consents	See Water Search
3.4. Nearby Road Schemes	No
3.5. Nearby Railway Schemes	No
3.6. Traffic Schemes	No
3.7. Outstanding Notices	No
3.8. Contravention of Building Regulations	No
3.9. Notice, Orders, Directions and Proceedings under Planning Acts	No
3.10. Conservation Areas not registered as a land charge	No
3.11. Compulsory Purchase	No
3.12. Contaminated Land	No
3.13. Radon Gas	Yes

LLC1 Search

Subjects Apartment 56, Wren Nest Mill, Glossop Brook Road, Glossop, Derbyshire, SK13 8GJ.
Date of Search Report: 11/05/2009
Search Report No: 01198833
Search Report Prepared by: PThompson

Charges on Register

03 - Planning charges			
Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Town and Country Planning Act 1990 Section 106. Agreement dated 19 July 2001 between High Peak Borough Council, Greatcoat, Neepsend, Volcrepe, JS Farrar, CL Farrar, Clydesdale and Barclays Bank.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	1/8/2001
Town and Country Planning Act 1990 Section 198, 201 and 200. High Peak Borough Council Tree Preservation Order 2006 dated 4 August 2006. Confirmed without modification 13 November 2006.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	7/8/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 020803/HPK/184/69 dated 12 March 1985 for redevelopment of Wren Nest Mills.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	18/4/1985
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/0003/8652 dated 19 July 2001 for conversion to food supermarket (partial demolition of outbuildings).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	27/7/2001
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2005/0177/0205 dated 27 May 2005 for consent for one internally illuminated shop sign (Unit F).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	21/6/2005
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: CON/2004/0076/CWI/0404/18 for upgrading of a combined sewer overflow.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	10/9/2004

Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2005/0331/0305 dated 3 August 2005 for shop sign.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	30/8/2005
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2005/0695/0905 dated 1 November 2005 for AD consent 3 no. free standing totem signs.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	8/11/2005
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2005/0728/0905 dated 7 November 2005 for AD consent. Re-submission of HPK/2005/0568 for building and car park signage to proposed KFC Drive Thru restaurant (Unit 1).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	16/11/2005
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0433/0606 dated 22 June 2006 for re-submission of HPK/2005/0932 for fascia sign.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	22/6/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0652/0806 dated 5 October 2006 for listed building consent for one aluminium fascia sign only.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	25/10/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 15072/HPK/681/615 dated 21 June 1981 for renewal consent for haulage depot and lorry park (GLO/466). Expires 1 June 1983.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	23/7/1981
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 14484/HPK/381/293 dated 18 May 1981 for skip hire depot and storage of motor vehicles. Fencing and screening of site. Construction of temporary access road to Surrey Street.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	11/8/1981
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 023772/1085 dated 16 January 1986 for demolition and alteration work to building.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	4/2/1986

Town and Country Planning Act 1971 Section 87. Notice dated 12 August 1988 requiring the cessation of the use of the premises for the purposes of a scrap and vehicle dismantling yard by 12 April 1989 and the removal of all materials from the site which are being stored there in connection with the use of the premises as scrap and vehicle dismantling yard by 12 April 1989.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	12/10/1988
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2001/0214/601 dated 17 August 2001 for two agents sale boards.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	29/8/2001
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2001/0134/501 dated 17 August 2001for agents sign board.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	29/8/2001
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 035503/696 dated 6 November 1996 for emergency works under Section 78 of the Building Act following fire damage and further demolition of the remaining sections of the building.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	3/12/1996
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2003/0935/1103 dated 30 April 2004 for 3 no. retail units and drive through restaurant.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	27/4/2004
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2003/0903/1103 dated 30 April 2004 for demolition of all on site structures, with the exception of the main mill (including the listed chimney, smaller mill and part of the front boundary wall).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	27/5/2004
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2004/0589/0704 dated 16 August 2004 for signage for proposed development of land for restaurant/public house.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	10/9/2004

Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2004/0511/0704 dated 3 August 2004 for public house/restaurant.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	10/9/2004
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0244/0306 dated 15 May 2006 for re-submission of HPK/2006/0076 for externally illuminated shop signs.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	19/5/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0335/0406 dated 15 May 2006 for 1 no. single sided flexface at Brantans.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	21/6/2006
Planning (Listed Buildings and Conservation Areas) Act 1990 Section 1. Conservation Area designated 27 April 1994.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	3/5/1994
Town and Country Planning Act 1971 Section 52. Agreement in pursuance of above dated 30 October 1984 between High Peak Borough Council and Peak Industries Limited (020803).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	18/4/1985
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/0003/8651 dated 19 July 2001 for conversion of mill to supermarket, smaller mill to millshop, restaurant, vacant land to non-food retail units and associated car parking/servicing.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	27/7/2001
Town and Country Planning Act 1990 Section 106. Deed of Variation dated 14 June 2006 (HPK/2003/0904).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	20/6/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 027809/189 dated 17 April 1989 for emergency fire escape to replace existing.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	26/4/1989

Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number:036053/197 dated 10 March 1997 for taking down fire damaged stone end wall and rebuilding new block/stone cavity wall.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	1/4/1997
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0340/0406 dated 16 June 2006 for 1 no. flexface, 1 no. fascia and 2 no. flat out panels.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	21/6/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0499/0606 dated 8 August 2006 for change of use to class B2 plus associated external works at Unit 3.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	14/8/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 20920/284/131 dated 17 February 1984 for demolition of part of Wren Nest Mills.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	10/9/1984
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 16483/HPK/1281/1125 dated 21 June 1982 for replacement of existing chimney stack. Expires 31 July 1987.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	6/7/1982
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 17146/HPK/582/368 dated 21 June 1982 for replacement of existing chimney stack.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	6/7/1982
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 021606/684 dated 13 August 1984 for factory shop.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	10/9/1984
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 026339/288 dated 3 August 1988 for cleared mill site to be developed for open building materials storage, covered by building with offices to front and visitors car park.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	5/8/1988

Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 027021/888 dated 16 September 1988 for proposed fire escape at rear of building.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	3/10/1988
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 027808/389 dated 25 April 1989 for fire exit and fire escape.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	5/5/1989
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 025434/487 dated 23 July 1987 for demolition of existing building behind existing wall to erection of new unit for non-food retail usage together with car park.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	7/8/1987
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 021999/884 dated 28 January 1985 for demolition of single storey building except front elevation – front elevation to remain with new window and door opening.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	14/2/1985
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 033920/894 dated 19 October 1984 for demolition of link bridge.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	26/10/1994
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 033933/994 dated 19 October 1984 for demolition of link bridge.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	26/10/1994
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 20502/HPK/1183/979 dated 31 January 1984 for licensed snooker club.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	31/3/1984
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 027542/189 dated 17 April 1989 for proposed replacement fire/emergency escape route at rear of mill.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	26/4/1989

Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 4456/HPK/876/650 for proposed converting of existing mill land and providing car park.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	25/10/1976
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 025107/187 dated 27 March 1987 for change of use of industrial building to tyre exhaust centre with ancillary video hire.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	5/5/1987
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 028712/1089 dated 20 November 1989 for shop sign. Expires 20 November 1994.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	28/11/1989
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 025902/987 dated 22 October 1987 for shop sign. Expires 22 October 1992.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	4/11/1987
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 025435/487 dated 23 July 1987 for demolition of existing workshop and erection of new unit for the purpose of motor accessory depot.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	7/8/1987
Town and Country Planning Act 1971 Section 87. Notice dated 19 April 1985 in pursuance of the above requiring within a period of two years from 6 June 1985 the construction of the proposed temporary access road from the end of Surrey Street to the western boundary of the site (14484).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	6/6/1985
Town and Country Planning Act 1947 Section 28, Forestry Act 1951 Section 13. Tree Preservation Order 61. Trees and woodland at Glossop.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	21/11/1959
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0648/0806 dated 2 October 2006 for one fascia sign only.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	10/10/2006

Town and Country Planning Act 1990 Section 106. Agreement dated 30 April 2004 between High Peak Borough Council, United Industries plc, E and R Polymers Limited, CL Farrar and JL Farrar, Greatcoat plc, Modus Gregory Limited, Barclays Bank plc and Clydesdale Bank plc.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	25/4/2004
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2003/0904/1103 dated 30 April 2004 for refurbishment of main hall for mixed residential (72 units), new build retail units and 18 new build residential units with associated parking, servicing and landscaping.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	27/5/2004
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0520/0606 dated 11 August 2006 for shop sign.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	18/8/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2006/0510/0606 dated 11 August 2006 for listed building consent for installation of one shop sign to front elevation and air extract unit.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	18/8/2006
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: HPK/2005/0176/205 dated 27 May 2005 for internally illuminated shop sign.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	17/6/2005
Conditions imposed in the register of planning applications held under the Town and Country Planning Act at planning consent code number: 029898/990 dated 22 January 1991 for retail warehouse and garden centre.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	1/2/1991

04 - Miscellaneous charges

Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Clean Air Act 1956. Smoke Control Order Number 6 Area (North Road).	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	1/10/1973

10 - Listed building charges

Description of Charge (including reference to appropriate statutory provision)	Originating Authority	Place where relevant documents may be inspected	Date of registration
Planning (Listed Buildings and Conservation Areas) Act 1990 Section 1. Listed Building certified 22 May 2000.	High Peak Borough Council	High Peak Borough Council Council Offices Hayfield Road Chinley High Peak Derbyshire SK23 6AL.	24/5/2000

Local Search Enquiries

Subjects **Apartment 56, Wren Nest Mill, Glossop Brook Road, Glossop, Derbyshire, SK13 8GJ.**
 Date of Search Report: **11/05/2009**
 Search Report No: **01198833**
 Search Report Prepared by: **PThompson**

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

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

Planning and Building Regulation Decisions and Pending Applications

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

Section 1.1 (a)		Planning Permissions			Yes
Application Number	Proposal	Decision	Decision Date	Application Type	
HPK/2005/081 7	Various signs	Refused	13-Dec-2005	Planning	
HPK/2005/056 8	Building and car park signage to proposed KFC 'drive thru' restaurant	Refused	7-Sep-2005	Planning	
HPK/2005/093 2	One fascia sign	Refused	7-Feb-2005	Planning	
HPK/2006/004 6	1 No. single sided fully illuminated flexface	Refused	6-Mar-2006	Planning	
HPK/2006/007 6	Externally illuminated shop signs	Refused	7-Mar-2006	Planning	
HPK/2006/032 5	Retrospective application for change of use of first floor to staff accommodation	Refused	7-Jun-2006	Planning	
HPK/0002/526 1	Convert existing building into shopping arcade and erection of proposed motor accessory depot	Refused	21-Apr-1987	Planning	
HPK/0002/484 1	Pole signs and shop signs	Refused	21-Aug-1987	Planning	
HPK/0002/173 4	Conversion of industrial unit into individual industrial units	Withdrawn	1-Oct-1984	Planning	
HPK/0002/230 0	Licensed club and disco	Refused	10-Dec-1984	Planning	
HPK/0003/772 8	Conversion of mill to supermarket including partial demolition of outbuildings	Withdrawn	19-Jul-1999	Planning	
Section 1.1 (b)		Listed Building Consents			None
Section 1.1 (c)		Conservation Area Consents			None
Section 1.1 (d)		Certificate of lawfulness of existing use or development			None
Section 1.1 (e)		Certificate of lawfulness of proposed use or development			None

Section 1.1 (f) Building Regulations approvals				Yes
Application Number	Proposal	Decision	Decision Date	Application Type
FP/2007/0248	Reconstruction following fire	Granted		Building Regulation Approval
FP/2004/0341	Conversion of mill to dwellings	Refused	1-Jan-1000	Building Regulation Approval
Section 1.1 (g) Building Regulations completion certificate				None
Section 1.1 (h) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?				None
Informative <i>The seller or developer should be asked to provide evidence of compliance with building regulations</i>				

Planning designations and Proposals

1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?		See details below
Borough Of High Peak Local Plan Revised Deposit Draft		Consultative Draft 31/01/2003
Local Plan Policy	Borough Boundary	
Local Plan Policy	Built-up Area Boundary	
Local Plan Policy	Conservation Area	
Local Plan Policy	Improvement Corridor	
Local Plan Policy	High Risk Flood Area as advised by the Environment Agency	
Local Plan Policy	Regeneration Area	
High Peak Local Plan Adopted		Adopted 09/04/1998
Local Plan Policy	Borough Boundary	
Local Plan Policy	Built-up Area Boundary	
Local Plan Policy	Flood Plain	
Local Plan Policy	Conservation Area	
Local Plan Policy	Development Opportunity Area	
Local Plan Policy	Improvement Corridor	

Roads

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

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

Land Required for Public Purposes

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

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

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

Nearby Road Schemes

3.4. Is the property (or will it be) within 200 metres of any of the following?	None revealed
(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme; (b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving- i) Construction of a roundabout (other than a mini-roundabout); or ii) Widening by construction of one or more additional traffic lanes; (d) The outer limits of- i) Construction of a new road to be built by a local authority ii) An approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes (e) The centre line of the proposed route of a new road under proposals published for public consultation; or (f) The outer limits of- i) Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; ii) Construction of a roundabout (other than a mini-roundabout); or iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	

Nearby Railway Schemes

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

Traffic Schemes

3.6. Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property -	None revealed
(a) Permanent stopping up or diversion; (b) Waiting or loading restrictions (c) One way driving (d) Prohibition of driving (e) Pedestrianisation (f) Vehicle width or weight restrictions (g) Traffic calming works including road humps (h) Residents parking controls (i) Minor road widening or improvement (j) Pedestrian crossings (k) Cycle tracks; or (l) Bridge building?	

Outstanding Notices

3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule-	None revealed
(a) Building Works;	
(b) Environment;	
(c) Health and Safety;	
(d) Housing;	
(e) Highways; or	
(f) Public health?	

Contravention of Building Regulations

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

Notices, Orders, Directions and Proceedings under Planning Acts

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

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

(b) Stop Notice	No
------------------------	-----------

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

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

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

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

(g) Listed Buildings Repair Notice	No
---	-----------

(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
--	-----------

(i) A Building Preservation Notice	No
---	-----------

(j) A direction restricting permitted development	No
--	-----------

(k) An order revoking or modifying permission	No
--	-----------

(l) An order requiring discontinuance of use or alteration or removal of buildings or works	No
--	-----------

(m) A Tree Preservation Order	No
--------------------------------------	-----------

(n)	Proceedings to enforce a planning agreement or planning contribution	No
-----	--	----

Conservation Areas

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

Compulsory Purchase

3.11. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	None revealed
---	---------------

Contaminated Land

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

No

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

Informative

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

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

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

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

Radon Gas

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

Yes

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

Informative

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

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

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

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

Notes

The Search Company

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

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **High Peak Borough Council at High Peak Borough Council, Council Offices, Hayfield Road, Chinley, High Peak, Derbyshire, SK23 6AL**. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

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

Definition of Search Terms

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

Legal Issues

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

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

Liability and Insurance

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

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

Complaints Procedure

17. Information for customers. If you want to make a complaint, we will deal with it speedily and fairly. We will:

- Acknowledge your complaint within 5 working days of receipt
- Try and resolve your complaint fully within 4 weeks of receipt. If there are valid reasons for consideration of the complaint taking longer, we will keep you fully informed in writing or via telephone or email as you prefer and you will receive a response at the very latest within 8 weeks.
- Liaise with counselling organisations acting on your behalf, if you ask us to.
- Send you a final decision on the complaint in writing.

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

IDRS Ltd
24 Angel Gate
City Road
London
EC1V 2PT

Tel: 020 7520 3800

Fax: 020 7520 3829

Complaints should be sent to:

cs@onesearchdirect.co.uk

or

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

Tel: 0800 052 0117

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

HIP Provider: Homefast Property Services Ltd HIPs (HipsWorld)

Solicitor/Conveyancer: Homefast Property Services Ltd HIPs (HipsWorld)

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

Search Prepared by: PThompson

Local Authority Records Inspected by: RPoulson

POLICY SUMMARY FOR SEARCH REPORT INSURANCE POLICY



1. This summary.

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

2. The Insurer.

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

3. Type of insurance.

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

4. What does the policy not cover?

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

5. Limitations of the Policy.

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

6. Cancellation Terms.

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

7. Term of the policy.

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

8. Claims.

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

9. Queries.

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

10. Complaints.

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance plc at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote the policy reference. SRIP/07/08.

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

11. Compensation

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

12. Price

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

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

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

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

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

5 Who regulates us? SPH (Scotland) Limited trading as OneSearch Direct is authorised and regulated by the Financial Services Authority (FSA). SPH (Scotland) Limited's FSA Registration number is 315174 Our permitted business is carrying out and effecting insurance contracts. You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

SEARCH REPORT INSURANCE POLICY

Policy Issuer: One Search Direct

Policy Number : 60-021-000000

1.

In this policy unless the context otherwise requires:

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

2. Coverage Statement

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

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

3. Exclusions

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

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

4. Continuation of indemnity

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

5. Notification of a claim

- 5.1 An Insured must advise First Title in writing as soon as possible after that Insured becomes aware of any claim or circumstance which might entitle that Insured to make a claim under this policy. The Insured must inform First Title Insurance plc in any one of the following formats also quoting the reference being the policy number and SRIP 07/08
- 5.1.1 by post to Legal and Claims, Title House, 33-39 Elmfield Road, Bromley, Kent, BR1 1LT
- 5.1.2 by fax to First Title Insurance plc on 0870 389 2171

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

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

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

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

7. Proof of loss

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

8. Settling claims and termination of liability

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

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

9. Determination and extent of liability

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

10. Limitation of First Title's Liability

First Title will not be liable to indemnify an Insured:

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

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

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

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

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

12. Payment of loss

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

13. Subrogation

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

14. Liability limited to this policy

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

15. Severability

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

16. Governing law and jurisdiction

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

17. Cancellation rights

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

18. Notices

All notices required to be served on or given to First Title plc under this policy must include a reference SRIP 07/08 and the address of the Land and be delivered to the Claims Department, First Title Insurance plc, Title House, 33-39 Elmfield Road, Bromley BR1 1LT.



Important Consumer Protection Information

This search has been produced by SPH Holdings T/A OneSearch Direct Ltd, 1st Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP which is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

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

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

The Code's main commitments

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

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

Keeping to the Search Code

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

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

IPCAS Contact Details:

Telephone: 020 7520 3800

E-mail: info@idrs.ltd.uk

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

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

Drainage and Water Enquiry

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

The information in this document refers to: -

**Property: APARTMENT 56 WREN NEST MILL GLOSSOP BROOK ROAD
GLOSSOP SK13 8GJ**

This document was produced by: -

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

Telephone 0870 7510101

Facsimile 0870 7510102

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

DX 719690 Wigan 8

For any queries relating to this report please
e-mail or write to our Customer Liaison
Team at the above address quoting United
Utilities' Reference Number: 608553

This document was ordered by: -

**Client SPH Scotland Ltd (One
Search Direct)**

**Address 1st Floor, Skypark SP1
8 Elliot Place
Glasgow**

G3 8EP

Client Ref: D436029

FAO:

The following records were searched in compiling this report:-

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

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

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

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

Received Date 08/05/2009 Response Date 11/05/2009

**Question
Number**

Q 1 Interpretation of Drainage and Water Enquiry

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

Informative Not Applicable

Q 2 Enquiries and Responses

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

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

This search report was prepared by Christopher Thompson for United Utilities who does not have, nor is likely to have, any personal or business relationship with any person involved in the sale of the property.

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

Residential Drainage and Water Search Complaint Procedure

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

As a minimum standard United Utilities will:-

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

Received Date 08/05/2009 Response Date 11/05/2009

**Question
Number**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Question Number

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

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

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

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

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

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

**Question
Number**

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

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

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

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

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

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

**Question
Number**

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

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

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

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

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

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

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

Answer Records confirm that in relation to water mains and service pipes serving the development, of which the property forms part, there is a proposal that they are to be vested in the water undertaker.

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

**Question
Number**

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

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

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

Informative Not Applicable

Q 13 Is the property connected to mains water supply?

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

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

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

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

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

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

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

Answer **Records indicate that the Water Company does not levy charges direct to the property. A third party is billed for the water and/or sewerage charges. It is recommended that the charging situation is checked with the vendor.**

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a Water or Sewerage Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: www.ofwat.gov.uk.

Question Number

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

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

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

Q 17 Is a surface water drainage charge payable?

Answer **Records indicate that charges for surface water drainage are not levied directly to the property. A third party is billed for these charges. It is recommended that the charging situation is checked with the vendor.**

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

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

Answer **Records indicate that the property is served by a water meter, which is not located within the dwelling house which is or forms part of the property, and in particular is located:- chamber in car park.**

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

**Question
Number**

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

Answer **Records indicate that sewerage charges are not levied directly to the property. A third party is billed for the sewerage charges. It is recommended that the charging situation is checked with the vendor.**

Informative Not applicable

Q 20 **Who bills the property for water services?**

Answer **Records indicate that United Utilities PLC, P O Box 453, Warrington, WA55 1SE, Tel: 0845 746 2200, Internet: www.unitedutilities.com does not levy charges directly to the property. A third party is billed for the water charges. It is recommended that the charging situation is checked with the vendor.**

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

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

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

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

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

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

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

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

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

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

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

Question Number

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

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

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

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

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

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

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

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

Allowable exclusions:

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

Abnormal demand:

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

Planned maintenance:

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

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

One-off incidents:

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

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

Low pressure incidents of short duration:

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

**Question
Number****Q 23**

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

Answer

The analysis 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 a report is attached.

Informative

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

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

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

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

If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker. For contact details please see Question 12.

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

The data collected by the Water Undertaker is subject to external review by the Drinking Water Inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the Water Undertaker's operation can be examined. Further information may be found at www.dwi.gov.uk.

If you require further advice regarding these failures please see Question 12 for contact details.

**Question
Number**

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

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

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

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

Answer **The nearest Sewage Treatment Works is 1.4 miles (2.25km), West North West of the property. The name of the Sewage Treatment Works is GLOSSOP WWTW (MELANDRA), and the owner is United Utilities.**

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

Appendix 1 - General Interpretation

1. (1) In this Schedule-

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

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

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

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

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

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

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

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

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

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

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

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

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

"lateral drain" means-

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or

(b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under Section 104 of that Act (e);

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

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

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

(b) until the date that private sewer or lateral drain is vested in the Sewerage Undertaker;

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

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

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

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

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

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

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

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

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

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

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

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

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water Undertaker, which is used or to be used by a Water Undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from 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" means the names and areas designated by a Water Undertaker within its area of supply that are to be its water supply zones for that year; and

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

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

Appendix 2

DRAINAGE AND WATER ENQUIRY (DOMESTIC)

TERMS AND CONDITIONS

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

Definitions

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

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

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

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

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

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

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

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

Copyright and Confidentiality

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

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

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

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

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

Payment

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

General

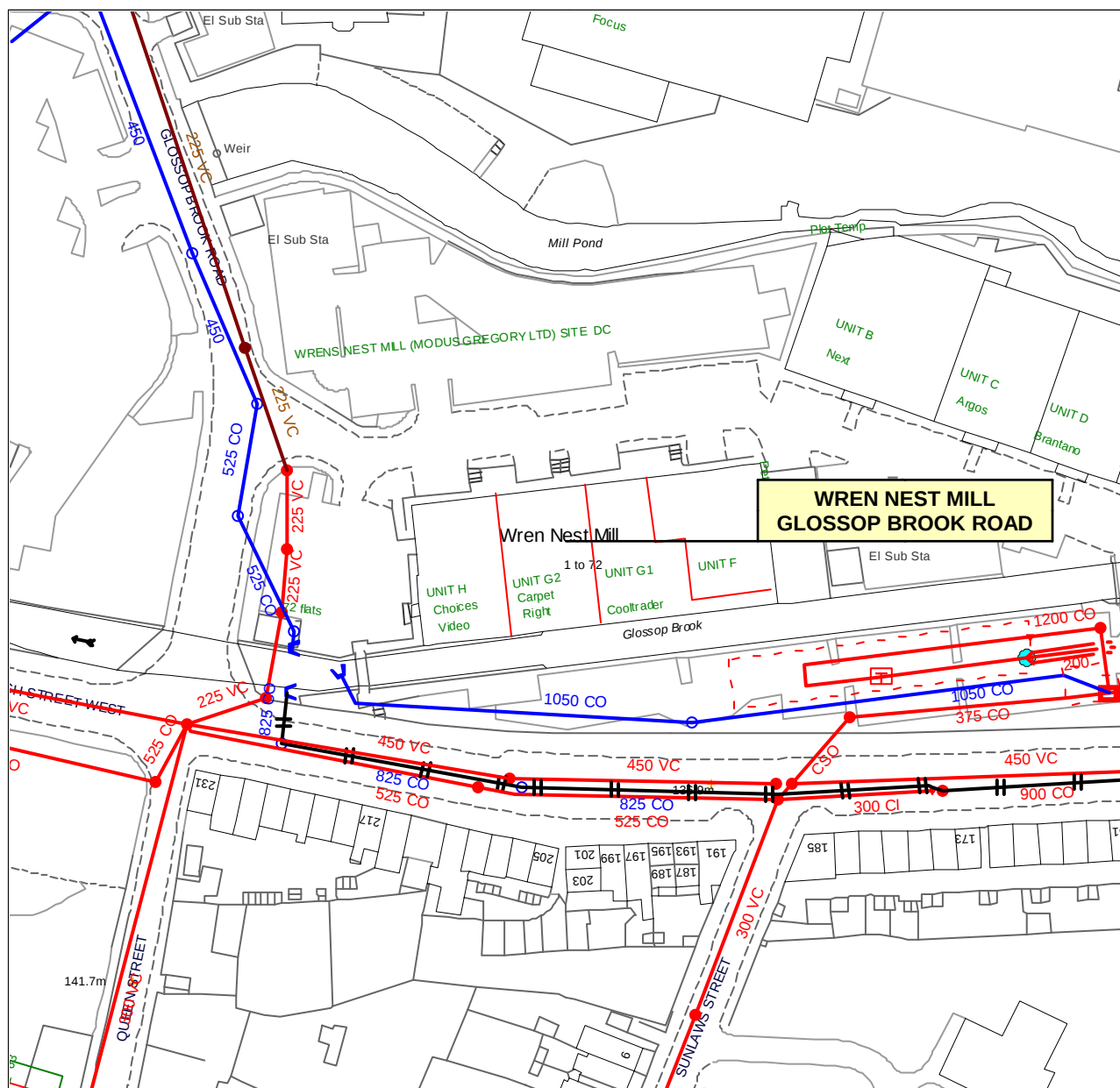
6.1 If any provision of these terms is or becomes invalid or unenforceable, it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.

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

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

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

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



APARTMENT 56 WREN NEST MILL GLOSSOP BROOK ROAD GLOSSOP SK13 8GJ

Extract from the Map of Public Sewers



Legend

Red or Brown - Foul Sewers
 Blue - Surface Water Sewers

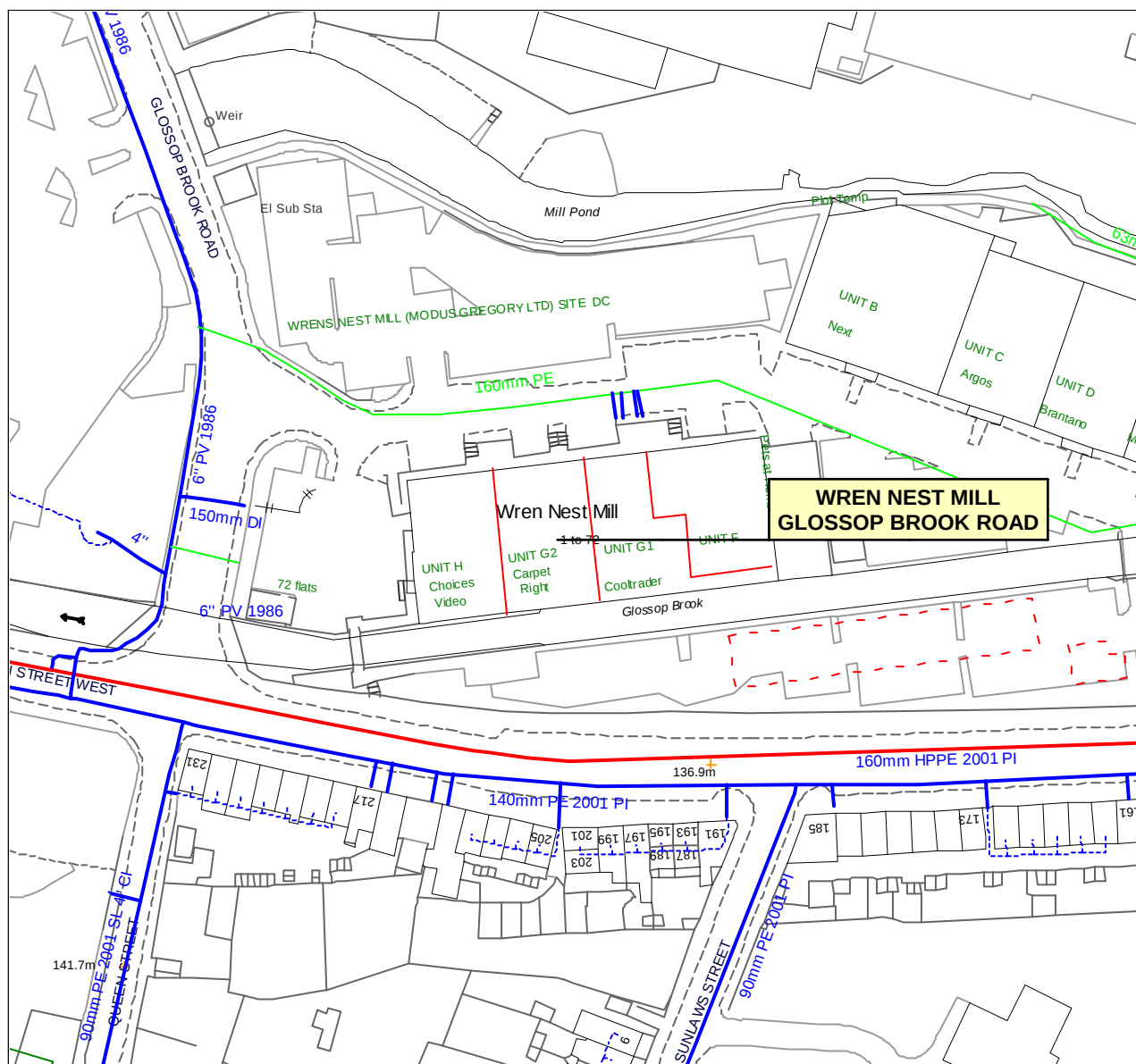
	Abandoned Sewer
	Public Sewers
	Mersey Valley Sludge main
	Highway Drain
	Private Sewers
	Pumping Main
	Section 104 Sewers
	District or Parish Boundary
	Development Outline

Mapping By Christopher Thompson

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

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

Received Date 08/05/2009 Response Date 11/05/2009



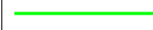
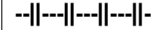
APARTMENT 56 WREN NEST MILL GLOSSOP BROOK ROAD GLOSSOP SK13 8GJ

Extract From the Map of Water Mains



WATER MAINS RECORDS

Legend

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

Mapping By Christopher Thompson

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

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

Received Date 08/05/2009 Response Date 11/05/2009

United Utilities Water PLC failure report for Water Quality Zone Z255

The following samples failed during the calendar year ending 31/12/2008

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Aluminium	37	1
Iron	37	1

United Utilities Water PLC investigate all infringements of water quality standards thoroughly and take appropriate corrective actions to resolve any problems. If there was any risk to public health from the quality of drinking water supplied, the Company would inform customers immediately and advise them not to drink the water until the risk had been removed.

Water samples are taken from customers' taps, at addresses selected at random within a zone (zones can contain approximately 50,000 properties). The results of analysis given in the report relate to samples taken from a small selection of addresses in the water supply zone in which the property is located, and not necessarily the property itself. There is only a small possibility that the results of samples reported were taken from the property in question.

The sampling requirements and water quality standards are specified in Government legislation.

Key facts on water quality

Here are some key facts on substances many customers are particularly concerned about. For more detailed information visit www.unitedutilities.com or telephone 0845 746 1324, minicom 0808 143 0295.

Lead

There is virtually no lead in water as it leaves treatment works. Lead in drinking water originates from lead service pipes and plumbing, mainly found in older houses. Occasionally a problem occurs due to the inappropriate use of lead based solders on modern fittings. The extent of lead pick-up depends on the nature and extent of plumbing materials and the water. Where United Utilities Water PLC has identified a risk the water has been treated, as far as is practical, to minimise the pick-up of lead in water. However, the best way of reducing lead in water is to replace lead pipes.

Hardness

Water hardness depends on the amount of calcium and magnesium in the water. Underground waters are usually harder than river or lake sources. Hard water makes it more difficult to get a lather when using soap and it can cause deposits in kettles. These deposits are not harmful to health. Most of our supplies are 'soft'.

Aluminium

Aluminium is present widely in the environment and exists naturally in lakes, rivers and reservoirs. It is also used at some water treatment works to remove impurities and harmful micro organisms. Any aluminium is removed at a later stage of the treatment process. The 200 µg/l standard for aluminium is not a health standard, but is based on concentrations which affect the water's appearance. Drinking water contains less than 5% of the daily dietary intake of aluminium. For example, a cup of tea may contain 20 to 200 times more aluminium than the water it was made from.

Coliform bacteria

These bacteria are usually harmless in themselves, but if present show that there is a possibility of contamination of drinking water, or disinfection is not working properly. Some of the bacteria we find are from dirty taps in houses, but in all cases where we find bacteria we respond urgently to make sure the water is safe.

Iron and Manganese

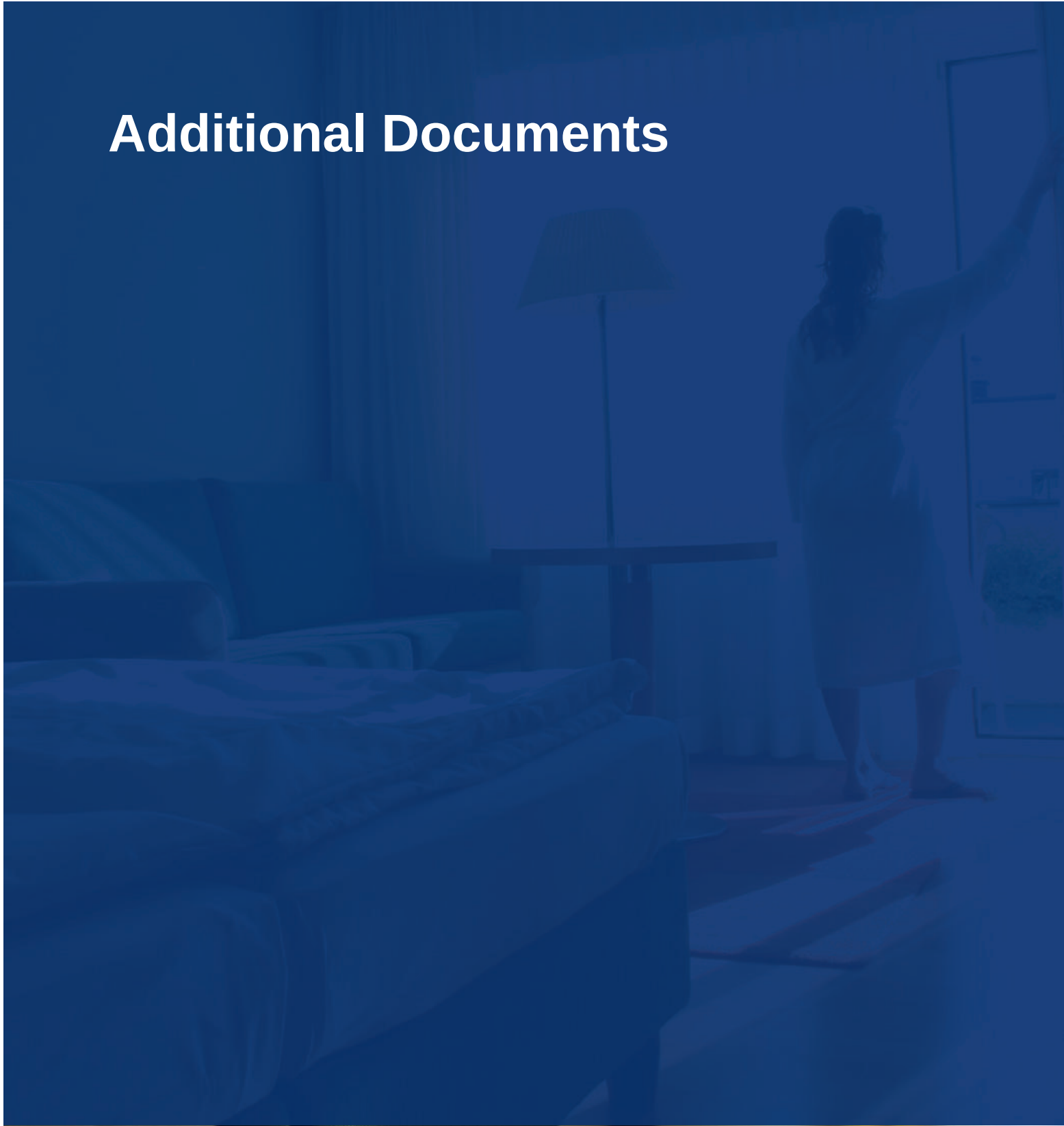
Naturally occurring iron and manganese from upland reservoirs can be a problem in some places. Some iron also comes from the poor condition of older mains. Very high concentrations of iron and manganese can cause discolouration of washing. The presence of iron and manganese has no health significance.

Home Information Pack

Compiled for you by the professionals at Reeds Rains



Additional Documents



Land Registry

Official Copy

This copy may not be the
same size as the original.Dated 21st September 2006

BETWEEN

OAKAPPLE HOMES (GLOSSOP) LIMITED (1)

PREMIER ESTATES LIMITED (2)

JOANNE BOOTHROYD (3)

LEASE

relating to

Apartment 56
Wren Nest Mill
Glossop Brook Road
Glossop
Derbyshire

WE HEREBY CERTIFY this document
to be a true copy of the original.

GLAISYERS SOLICITORS
MANCHESTER

KELLY & CO
SOLICITORS
20 Park Place
Leeds LS1 2SJ

(0113) 244 2113

H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1997
UNDERLEASE OF PART

COUNTY AND DISTRICT : Derbyshire High Peak
TITLE NUMBER : Part of DY380399
PROPERTY : Apartment 56

PARTICULARS

DATE OF LEASE: *21st September 2006*

- 1 **THE LANDLORD** **OAKAPPLE HOMES (GLOSSOP) LIMITED**
whose registered office is at The Manor House
Cad Beeston Leeds West Yorkshire LS11 8BQ
(Company Registration No. 4725148)
- 2 **MANAGEMENT**
 COMPANY **PREMIER ESTATES LIMITED** whose registered
office is at 19 Church Street Macclesfield SK11
6LB (Company Registration No. 3607568)
- 3 **TENANT** **JOANNE BOOTHROYD** of 4 Carr Green Close
Rastrick Brighouse HD6 3LX
- 4 **THE ESTATE** The property known as Wren Nest Mill Glossop
edged blue on Plan 2 of which the Premises form
part
- 5 **THE PREMISES** Apartment 56 Wren Nest Mill Glossop more
particularly described in the First Schedule
- 6 **PREMIUM** £ 142,800.00 (One Hundred and Forty Two

Thousand Eight Hundred Pounds)

- | | | |
|---|-------------|---|
| 7 | ANNUAL RENT | £200 per annum |
| 8 | TERM | 250 years (less 3 days) from 18 August 2004 |

THIS LEASE made on the date stated in the Particulars **BETWEEN** (1) the Landlord specified in Paragraph 1 of the Particulars ("the Landlord") (2) the Management Company specified in Paragraph 2 of the Particulars ("the Management Company") and the person or persons specified in Paragraph 3 of the Particulars ("the Tenant")

WITNESSETH as follows:

1 DEFINITIONS

In this Lease the following expressions have where the context so admits or requires the following meanings:

- 1.1 "the Accounting Period" shall mean a period commencing on the 1st day of January and ending on the 31st day of December in any year or such other period as the Management Company shall from time to time specify
- 1.2 "the Annual Rent" means the annual rent specified in Paragraph 7 of the Particulars
- 1.3 "the Apartments" means the apartments which form part of the Building and "apartment" shall have a corresponding meaning
- 1.4 "the Building" means the building erected on the Estate of which the Premises form part
- 1.5 "Car Parking Areas" means those areas within the Estate designated for car parking and shown edged red on plan 3 annexed
- 1.6 "the Common Parts" means all those parts of the Estate available for the common use of more than one tenant at the Estate not demised by this Lease or any other Lease of any part of the Estate and excluding (for the avoidance of doubt) any areas to which any tenant has been granted exclusive rights including (without affecting the generality of the foregoing)
 - (a) the roof foundations floors main walls beams joists and all other external or structural parts of the Building
 - (b) the entrances hallways passageways staircases and landings within the Building

- (c) all Conducting Media not exclusively serving the Premises or any other premises on the Estate let or intended to be let to the tenants of the apartments.
 - (d) the Car Parking Areas
 - (e) Any external landscaped area
- 1.7 "the Management Company" means Premier Estates Limited and any other Company to which the rights and duties of the Management Company are assigned or transferred
- 1.8 "Conducting Media" means sewers drains pipes wires cables ducts and pumping apparatus and any other types of conducting media from time to time used for the passage of soil water electricity or other services of any kind either now existing or created at any time within the Perpetuity Period and any fixtures and fittings connected to or forming part of any Conducting Media
- 1.9 "the Estate" means the Landlord's estate specified in Paragraph 4 of the Particulars and shall include (where the context so admits) the Building the Common Parts and each and every other part thereof
- 1.10 "the Excepted Rights" means the easements rights and privileges specified in the Third Schedule
- 1.11 "the Included Rights" means the easements rights and privileges specified in the Second Schedule
- 1.12 "the Insured Risks" means such of the following risks against which the Landlord or the Management Company can effect insurance on reasonable terms in the UK insurance market:
- (a) fire explosion storm tempest lightning earthquake landslip flood burst pipes escape of water theft impact aircraft and articles dropped therefrom aerial devices riot civil commotion and malicious damage and such other risks as the Landlord or the Management Company shall think fit
 - (b) liability of the Landlord and the Management Company arising out of or in connection with any matter involving or relating to the Estate including without prejudice to the generality property owners employers and public liability and the loss of Annual

Rent Interim Charge and Service Charge payable under this Lease from time to time for three years or such longer period as the Landlord or the Management Company may from time to time reasonably deem to be necessary for the purposes of carrying out planning and carrying out rebuilding or reinstatement

- 1.12 "the Head Lease" means a head lease dated 18 August 2004 made between Modus Gregory Limited (1) and the Landlord (2)
- 1.13 "Interest" means interest at the Prescribed Rate during the period beginning on the first day on which the relevant sum is due ending on the date on which payment is made whether before or after judgment compounded on the usual quarter days
- 1.14 "the Advance Payments" means the quarterly advance payments of the Service Charge
- 1.15 "the Landlord" means the person for the time being entitled to the reversion expectant on the determination of the Term
- 1.16 "the Perpetuity Period" means the first eighty years of the Term
- 1.17 "Plan 1 and Plan 2 and Plan 3" means the plans annexed hereto and marked "Plan 1 and Plan 2 and Plan 3" respectively which are intended to indicate the boundaries of the demise only and forms no part of the specification
- 1.18 "the Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and s106 Town and Country Planning Act 1990
- 1.19 "the Premises" means the premises referred to in Paragraph 5 of the Particulars
- 1.20 "the Premium" means the sum of money specified in Paragraph 6 of the Particulars
- 1.21 "the Prescribed Rate" means 4% per annum above the base lending rate from time to time of Lloyds TSB Bank plc (or such other bank being a member of the committee of London clearing banks as

whichever of the Landlord or the Management Company as shall be entitled to the interest may nominate) calculated on a daily basis or if that base lending rate is no longer published or available for use 4% per annum above such other comparable rate of interest as whichever of the Landlord or the Management Company as shall be entitled to the interest reasonably specifies

- 1.22 "Schedule" means the relevant schedule to this Lease and "Clause" means the relevant clause to this Lease but the clause headings shall not affect the interpretation hereof
- 1.23 "the Service Charge" means such fair and equitable proportion of the Service Charge Expenditure as the Landlord or the Management Company shall notify to the Tenant from time to time and if at any time during the Term the property comprising the Estate is increased or decreased on a permanent basis or the benefit of any of the services is extended on a like basis to any adjoining or neighbouring property or if some other event occurs a result of which is that a service charge proportion is no longer appropriate to the Property the Service Charge proportion shall be varied with effect from the date of service of written notice by the Landlord on the Tenant of such event in such a manner as shall be determined to be fair and reasonable in the light of the event in question by the Landlord's surveyor whose decision shall be final
- 1.24 "the Services" means the services set out in the Sixth Schedule
- 1.25 "the Tenant" means the Tenant for the time being entitled to the Term and where the Tenant consists of two or more persons all covenants and agreements by or with the Tenant shall be construed as being covenants by and with such persons jointly and severally
- 1.26 "the Term" means the term of years specified in Paragraph 9 of the particulars
- 1.27 "the Service Charge Expenditure" means the total expenditure reasonably and properly incurred by the Management Company in any Accounting Period in providing the Services and may include any other

costs and expenses properly incurred in connection therewith including (without prejudice to the generality of the foregoing):

- (a) the costs of any Accountant or Surveyor employed to determine the Total Expenditure and the amount thereof payable by the Tenant under the terms of this Lease
- (b) any interest or other charges arising from the Management Company borrowing money to enable it to carry out its obligations under the terms of this Lease
- (c) all Value Added Tax or other similar tax payable by the Management Company in respect of the Services insofar as the same is not recoverable by the Management Company as an input
- (d) complying with its obligations in this Lease and other leases on the Estate
- (e) all professional charges fees and expenses payable by the Management Company in respect of the matters mentioned in the above paragraphs insofar as not specifically charged in the Sixth Schedule
- (f) payment of the Proportion of the Service Costs (as that term is defined in the Head Lease)

Provided that in the event of the Management Company failing to perform any of their obligations in this Lease relating to the Services and the Landlord being called upon to perform the same references in this clause and other provisions relating to the Services insurance and the Service Charge to the Management Company shall be deemed to include the Landlord

- 1.28 "Superior Landlord" means the person in which the reversion to the Head Lease is from time to time vested

2 INTERPRETATION

In this Underlease:

- 2.1 Any right granted to or reserved by the Landlord to enter the Premises is to be construed as extending to all persons properly authorised by the Landlord and by any Superior Landlord and by any mortgagee of either of them and as a right to enter with or without workmen equipment and materials
- 2.2 Any consent approval or authorisation to be given by the Landlord must be in writing and signed by or on the Landlord's behalf if it is to be effective
- 2.3 Whenever the Landlord or the Tenant consists of more than one person any obligation of or to that party is of or to those persons separately or together or in any combination
- 2.4 Words importing one gender include all other genders
- 2.5 Any covenant by the Tenant not to do any act or thing include an obligation not to permit that act or thing to be done by another person
- 2.6 The parties to this Underlease do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it save their respective successors in title (if any)
- 2.7 The terms "Roadway" and "Residential Fire Escape" shall have the meanings ascribed to them by the Head Lease

3 DEMISE AND RENT

In consideration of the Premium paid to the Landlord by the Tenant on or before the execution hereof (the receipt whereof the Landlord hereby acknowledges) and of the respective rents and the covenants hereinafter reserved and contained the Landlord HEREBY DEMISES with Full Title Guarantee unto the Tenant ALL THOSE the Premises TOGETHER WITH the Included Rights but EXCEPT AND RESERVING unto the Landlord the Excepted Rights TO HOLD the Premises unto the Tenant for the Term YIELDING AND PAYING therefor yearly during the Term the Annual Rent on 1 January in each year and by way of further rent such sums of Service Charge as are payable in accordance with the provisions of Clause 5.7 hereof

SUBJECT TO the matters contained or referred to in the registers of the Title Number to the Estate insofar as they relate to or affect the Premises

4 TENANT'S COVENANT TO PAY RENT

The Tenant HEREBY COVENANTS with the Landlord to pay the Annual Rent at the times and in manner provided without any deduction and without any right of set-off whether legal or equitable

5 TENANT'S COVENANTS

The Tenant hereby covenants with the Landlord and as a separate covenant with the Management Company:

5.1 Interest

To pay to the Landlord or the Management Company on demand Interest accruing in respect of any of the sums due from the Tenant to the Landlord or the Management Company under this Lease (whether or not lawfully demanded) which remain unpaid for more than 14 days after becoming due whether or not any such sums have been refused by the Landlord or the Management Company so as not to waive any breach of covenant

5.2 To pay outgoings

To pay all rates taxes duties assessments charges impositions and outgoings whether or not of a novel nature which may now or at any time be assessed charged or imposed upon the Premises or any part thereof or the owner or occupier in respect thereof

5.3 To permit entry

To permit the Landlord and the Management Company and their duly authorised surveyors or agents with or without workmen at all reasonable times by appointment (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of viewing and examining the state of repair thereof

5.4 To repair on notice

- 5.4.1** In accordance with the Tenant's covenants in that behalf hereinafter contained to repair decorate and make good all defects in the repair decoration and condition of the Premises of which notice in writing shall be given by the Landlord or the Management Company to the Tenant within two calendar months next after the giving of such notice

5.5 Alterations

- 5.5.1** Not to make any structural alterations or additions to the Premises or any part thereof or any alterations to the exterior of the Premises and not to alter the colour texture or appearance of any glass in the windows
- 5.5.2** Not to make any internal non-structural alterations or additions without first having received the Landlord's or the Management Company written consent which shall not be unreasonably withheld

5.6 Right of entry in case of disrepair

If the Tenant shall make default in the performance of any of the covenants herein contained for or relating to the repair decoration or maintenance of the Premises to permit the Landlord or the Management Company and/or its or their agents at all reasonable times with or without workmen and others to enter upon the Premises and repair decorate maintain or reinstate the same at the expense of the Tenant (but so that no such entry repair decoration maintenance or reinstatement shall prejudice the right of re-entry under the provisions hereinafter contained) and to repay to the Landlord or the Management Company on demand the cost of such repair decoration maintenance or reinstatement (including any Solicitors' Counsels' and Surveyors' costs and fees reasonably incurred by the Landlord or the Management Company in respect thereof) such cost not to be recoverable by the Landlord or the Management Company as a debt and as if the same were rent in arrear

5.7 To pay Service Charge

Pay to the Management Company the Service Charge at the times and in the manner provided in the Fifth Schedule hereto such charge to be recoverable in default as rent in arrear

5.8 Costs of Notice under s.146 and 147

To pay to the Landlord and the Management Company all costs charges and expenses including Solicitors' Counsels' and Surveyors' costs and fees at any time during the Term incurred by the Landlord and the Management Company in or in reasonable contemplation of any proceedings in respect of this Lease under Section 146 and 147 of the Law of Property Act 1925 or any re-enactment or modification thereof including in particular all such costs charges expenses of and incidental to the preparation and service of a notice under the said Sections and of and incidental to the inspection of the Premises and the drawing up of schedules of dilapidations such costs charges and expenses as aforesaid to be payable notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court

5.9 Notices

Upon receipt of any notice order direction or other thing from any competent authority affecting or likely to affect the Premises or any part thereof whether the same shall be served directly on the Tenant or the original or a copy thereof be received from any person whatsoever forthwith so far as such notice order direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require the Tenant so to do to comply therewith at the Tenant's own expense and forthwith to deliver to the Landlord and the Management Company a true copy of such notice order direction or other thing and if so required by the Landlord or the Management Company at the joint expense of the Management Company and the Tenant to join with the Landlord and the

Management Company in making such representation to that or any other appropriate authority or Court concerning any requirement or proposal affecting the Premises or any part of the Estate as the Landlord and the Management Company may reasonably consider desirable and to join with the Landlord and the Management Company in any such appeal or application to the Court against such notice order direction or other thing as the Landlord or the Management Company may reasonably consider desirable

5.10 Planning Requirements

Not at any time to do or permit or suffer to be done any act matter or thing on or in respect of the Premises which contravenes the provisions of the Planning Acts and to keep the Landlord and the Management Company indemnified against all claims demands and liabilities in respect thereof

5.11 To comply with statutes

To comply in all respects at the Tenant's own cost with the provisions of any statute statutory instrument rule order or regulation and of any order direction or requirement made or given by any authority or the appropriate Minister or Court so far as the same affect the Premises (whether the same are to be complied with by the Landlord and the Management Company the Tenant or the occupier) and forthwith to give notice in writing to the Landlord and the Management Company of the giving of such order direction or requirement as aforesaid and to keep the Landlord and the Management Company indemnified against all claims demands and liabilities in respect thereof

5.12 To notify defects

To notify the Landlord and the Management Company immediately on becoming aware of any defect in the Building or the Common Parts

5.13 To yield up

At the expiration or sooner determination of the Term quietly to yield up unto the Landlord the Premises in such repair and condition as hereby provided together with all additions and improvements thereto made in the meantime and all fixtures (other than Tenant's fixtures) in or upon or which during the Term may be placed in or upon the same

5.14 Landlord's Title

To observe and perform the conditions stipulations covenants and restrictions contained or referred to in the registers of the Landlord's title to the Estate and in the Head Lease (other than payment of rent) so far as they are still subsisting and relate to or affect the Premises

5.15 Landlord

If the Management Company fails to perform any of its obligations and the Landlord at the request of the Tenant or any other tenants of the Flats performs those obligations to make payment in respect of the performance of those obligations in advance and on demand to the Landlord of an amount equal to the Service Charge which would have been paid to the Management Company on account of the performance of those obligations whether or not payment has been previously made to the Management Company

6 TENANT'S FURTHER COVENANTS

The Tenant HEREBY COVENANTS with the Landlord and the Management Company and with the other tenants of the apartments and their successors in title that throughout the Term the Tenant will:

6.1 Repair

Repair maintain renew uphold and keep the Premises and all parts thereof in a state of good and substantial repair and condition save for such parts (if any) as are the responsibility of the Management company or the Landlord hereunder (damage by the Insured Risks Excepted)

6.2 Decoration

In every fifth year calculated from the date specified in Paragraph 9 of the Particulars and in the last year of the Term (howsoever determined) to paint with two coats of good quality paint or papers varnish colour grain and whitewash (as appropriate) the interior of the Premises

6.3 Assignment and Underletting

6.3.1 Not at any time to assign transfer sublet charge part with or share possession of part only of the Premises

6.3.2 Not to assign transfer underlet or part with or share possession of the whole of the Premises without:

(i) in the case of any underletting the written consent of the Landlord which shall not be unreasonably withheld and in any event not to underlet the whole of the Premises for a term of less than 6 months and without prejudice to the generality of the foregoing not to let the Premises as holiday lets

(ii) in the case of an assignment transfer or other disposal other than an underletting:-

(a) all service charges and rents reserved by this Lease having been paid up to the date of assignment transfer or other disposal; and

(b) the Management Company and the assignee transferee or disponent completing a Deed of Covenant in the form set out in the Seventh Schedule

6.3.3 The Tenant hereby FURTHER COVENANTS with the Landlord to contemporaneously apply to the Chief Land Registrar in Form RX1 (or in any other superseding form) for entry of the following restriction in the Proprietorship Register of the Registers of Title being applied for the Property described in the Particulars:-

"No disposition leading to a change in the proprietorship of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the Landlord's Conveyancer or by the Conveyancer acting for the proprietor of any registered charge that the provisions of clause 6.3 of the registered Lease have been complied with."

6.4 Registration of Assignments etc.

Within four weeks next after any transfer assignment underletting charging or parting with or sharing possession (whether mediate or immediate) or devolution of the Premises to give notice in writing thereof and of the name and address and description of the transferee assignee underlessee chargee or person upon whom the relevant term or any part thereof may have devolved (as the case may be) and to deliver to the Landlord and the Management Company or their Solicitors within such time as aforesaid a certified copy of every instrument of transfer assignment underletting charging or devolution and every probate letters of administration order of the Court or other instrument effecting or evidencing the same and to pay to the Landlord's Solicitors (Kelly & Co 20 Park Place Leeds LS1 2SJ) a reasonable fee not being less than Eighty pounds (£80.00) for the registration of every such notice together with Value Added Tax payable thereon at the current rate for the time being in force

6.5 Repairs to other premises

Permit the Landlord and the Management Company and the tenants of other apartments in the Building with or without workmen and all other persons authorised by any of them at all reasonable times during the daytime and by three days prior notice in writing (but at any time in case of emergency) to enter into and upon the Premises or any part thereof for the purpose of repairing or altering any part of the Estate or executing repairs or alterations to any adjoining or contiguous premises or for the purpose of making repairing maintaining supporting rebuilding

cleansing lighting or keeping in good order and condition the Common Parts and all roofs foundations damp courses tanks sewers drains pipes aerals cables watercourses gutters wires party or other structures or other conveniences belonging to or serving or used for the Estate or any part thereof and also for the purposes of laying down maintaining repairing and testing drainage and water pipes and electric wires cables or other conducting media and for similar purposes the Landlord the Management Company or other the persons so entering or authorising entry (as the case may be) making good all damage occasioned to the Premises as soon as practicable

6.6 Regulations

Observe and perform the regulations in the Fourth Schedule PROVIDED THAT the Management Company reserve the right to add to alter or waive such regulations in its reasonable discretion

6.7 Value Added Tax

Pay the Value Added Tax on all taxable supplies received by the Tenant under or in connection with the Lease and to indemnify the Landlord and the Management Company in respect of any Value Added Tax on any reimbursement of costs expenses registration fees or other monies payable by the Tenant under the Lease

7 LANDLORD'S COVENANTS

The Landlord with the intent to bind itself and its successors in title the persons for the time being entitled to the reversion of the Premises immediately expectant on this Lease but not to bind itself after it shall have parted with such reversion or to incur further liability thereafter HEREBY COVENANTS with the Tenant and the Management Company as follows:

- 7.1 (i) To insure and keep insured (unless such insurance shall be vitiated by any act or default of the Tenant or any person claiming through the Tenant or his or their servants agents

licences or invitees) the Estate against loss or damage by the Insured Risks in some insurance office of repute in an amount which represents the Landlords reasonable estimate of the full reinstatement value thereof including an amount to cover professional fees and other incidental expenses in connection with the rebuilding and reinstating thereof and to insure the fixtures and fittings plant and machinery of the Management Company or Landlord against such risks as are usually covered by a flat owners comprehensive policy and in the event of the Estate or any part thereof being damaged or destroyed by the Insured Risks or any of them as soon as is reasonably practicable to lay out the Insurance monies received in respect of such damage in the repair rebuilding or reinstatement of the Premises fixtures and fittings plant and machinery so damaged or destroyed subject to the Landlord at all times being able to obtain all necessary licences consents and permissions from all relevant authorities in that respect PROVIDED THAT if any competent authority shall lawfully refuse permission for or otherwise lawfully prevent any rebuilding or reinstatement of the Estate or the same shall be otherwise frustrated or prevented all relevant insurance monies shall (subject and without prejudice to the rights of any other interested parties) be held by the Landlord upon such trusts for the Tenant and the other tenants of the apartments in such proportions as shall be agreed having regard to their respective interests in the Estate and in case of any dispute between the Landlord and the other tenants of the apartments and the Tenant as to the term of such trusts as aforesaid the same shall be referred to an arbitrator to be appointed in the absence of agreement by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party and such arbitrator shall act in accordance with the provisions of the Arbitration Act 1996 or any

statutory amendment or re-enactment thereof for the time being in force

- (ii) The Landlord shall procure that the Insurance policy shall contain a general provision noting the interest of all tenants and mortgagees of the whole or any part of the Premises so far as it is possible to do so in the United Kingdom insurance market
- (iii) On request (but not more than once in any 12 month period) the Landlord will give to the Tenant particulars of the policy and evidence from the insurer that it is in force

7.2 Quiet enjoyment

That the Tenant paying the rents hereby reserved and performing and observing the covenants conditions and agreements herein contained and on the part of the Tenant to be performed and observed shall peaceably hold and enjoy the Premises (subject to the Excepted Rights) during the Term without any lawful interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord

7.3 Terms of other leases

That every Lease or tenancy agreement of an apartment in the Building hereafter granted by the Landlord shall contain regulations to be observed by the Tenant thereof in similar terms to those contained in the Fourth Schedule and also covenants of a similar nature to those contained in Clause 5

7.4 To Observe Regulations

As to the parts of the Building retained by the Landlord or which may come into the possession of the Landlord by the determination or expiration of the lease or tenancy of any part of the Building at all times during the Term hereby granted to observe and perform or procure the observance of covenants of a similar nature to those contained in clause 5 hereof and the regulations specified in the Fourth Schedule

7.5 To Enforce

That the Landlord will at the written request of the Tenant or any mortgagee of the Tenant enforce by all means available to the Landlord at the entire cost of the Tenant the covenants entered into by the Management Company and the other tenants of the apartments in the Estate PROVIDED THAT:

- (a) the Landlord shall not be required to take or continue any action or incur costs and expenses under this sub-clause until such security as the Landlord in the Landlord's reasonable discretion may from time to time require has been given by the Tenant or the Tenant's mortgagee requesting action
- (b) the Landlord may at the Landlord's reasonable discretion require the Tenant or the persons requesting action at their expense to obtain for the Landlord from the Counsel to be nominated by the Landlord advice in writing as to the merits of the contemplated action in respect of allegations made in that event the Landlord shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed
- (c) the Tenant shall join in any action or proceedings arising out of this sub-clause if so required by the Landlord
- (d) the Tenant shall indemnify and reimburse the Landlord for costs and expenses reasonably and properly incurred by or awarded against the Landlord arising out of this sub-clause (including reasonable reimbursement for the time spent by the Landlord or any agent or servant of the Landlord)

7.6 Management Company Obligations

That if the Management Company fail to perform any of its obligations at the request in writing of the Tenant to the Landlord the Landlord will perform those obligations subject to payment being made by the Tenant in advance and on demand to the Landlord of an amount equal to the Service Charge which would have been paid to the Management Company on account of the performance of those obligations whether

or not payment has been previously made to the Management Company

7.7 Head Lease

To observe and perform the covenants and conditions in the Head Lease in so far as these are not the responsibility of the Tenant or the Management Company hereunder

8 THE MANAGEMENT COMPANY COVENANTS

The Management Company covenants with the Landlord and **SUBJECT** to the Service Charge being paid by the Tenant and to compliance by the Tenant with all covenants and obligations on the Tenant's part in this Lease the Management Company covenants with the Tenant:

8.1 The Services

To carry out or provide the Services **PROVIDED ALWAYS** that the Management Company shall not be responsible for any inconvenience or loss occasioned by the failure or breakdown of any such services or for any loss or damage occasioned by negligence or default of the Management Company its agents or employees in regard to such services or the fulfilment of its obligations

8.2 Enforcement

At the written request of the Tenant or any mortgagee of the Tenant to enforce by all means available to the Management Company at the entire cost of the Tenant the covenants entered into by the tenants of the other apartments in the Building **PROVIDED** that:

- (a) the Management Company shall not be required to take or continue any action or incur costs and expenses under this sub-clause until such time as the Management Company in the Management Company absolute discretion may from time to

time require has been given notice in writing by the Tenant or the Tenant's mortgagee requesting action

- (b) the Management Company may at the Management Company absolute discretion require the Tenant or the persons requesting action at their expense to obtain for the Management Company from the Counsel to be nominated by the Management Company advice in writing as to the merits of the contemplated action in respect of the allegations made and in that event the Management Company shall not be bound to take action unless Counsel advises that the action should be taken and that it is likely to succeed
- (c) the Tenant shall join in any action or proceedings arising out of this sub-clause is so required by the Management Company or the Landlord
- (d) the Tenant shall indemnify and reimburse the Management Company and the Landlord for costs and expenses incurred by or awarded against the Management Company and the Landlord arising out of this sub-clause (including reasonable reimbursement for the time spent by the Management Company and the Landlord of any agent or servant of the Management Company or the Landlord)

8.3 Breach

On service by the Landlord of a notice in writing on the Management Company specifying a breach of the obligations on the part of the Management Company forthwith to take all necessary steps to remedy the breach to the reasonable satisfaction of the Landlord and in the event of the Management Company failing to perform any of its obligations to permit the Landlord as its agent for which authority is by this Lease given to perform those obligations at the cost of the Management Company which shall be a debt due immediately to the Landlord (but without placing any obligation on the Landlord so to do) and to make payment or permit the Landlord to obtain from the tenants

of the apartments in the Building payment in advance and on demand of an amount equal to the Service Charge which has been or would have been paid to the Management Company on account of the performance of those obligations whether or not payment has previously been made to the Management Company

8.4 Indemnity

To indemnify the Landlord against all actions proceedings costs claims and demands in respect of occupier's liability and property owner's liability and the acts neglects or defaults of the Management Company its members against servants or contractors

8.5 Title

At all times to observe and perform the obligations covenants and other matters contained or referred to in title number DY380399 so far as they are in existence at the date hereof are still subsisting and are capable of being enforced for the Estate and so far as it lies within the Management Company's ability to do so

8.6 Notices

At all times to observe and perform and comply with every notice regulation requirement order of any competent local or other authority or statute in respect of the Estate of which notice has been given to the Management Company (Except where these are the responsibility of any individual tenant under the lease on the Estate or are only performable or compliable with by the Landlord)

9 FORFEITURE

PROVIDED ALWAYS and this Lease is made upon condition that if the respective rents hereby reserved or any part of the same respectively shall at any time be in arrear and unpaid for twenty-one days after the same shall become due (whether any formal or legal demand therefor shall have been made or not) or if the Tenant shall at any time fail or neglect to perform or

observe any of the covenants conditions or provisions herein contained and on the part of the Tenant to be performed or observed then it shall be lawful for the Landlord to re-enter upon the Premises or any part thereof in the name of the whole and peaceably to hold and enjoy the premises thenceforth as if this Lease had not been made and the Term shall absolutely determine but without prejudice to any rights of action or remedy of the Landlord PROVIDED THAT in the event of the Landlord seeking to enforce any of the covenants contained in this Lease including payment of the rents reserved by forfeiture or any other means specified in this Lease the Landlord will immediately inform the Tenant's mortgagee of which the Landlord has been given due notice of the action to be taken by the Landlord

10 PROVISOS

PROVIDED FURTHER AND IT IS HEREBY AGREED as follows:-

- 10.1 Neither the Landlord or the Management Company shall be liable to the Tenant nor shall the Tenant have any claim against the Landlord or the Management Company in respect of:
- (a) any damage suffered by the Tenant or any servant agent or workman of the Tenant or any member of the Tenant's family or any licensee of his through any defect in any fixture Conducting Media meter staircase or thing in or upon the Estate or any part thereof (including the Building and the Premises)
 - (b) any loss or damage or interference or annoyance suffered by the Tenant during the carrying out by the Landlord or the Management Company of repairs decorations additions alterations or other works whether structural or otherwise which may reasonably appear to the Landlord or the Management Company to be necessary or desirable to the Estate provided the same are carried out with proper skill and care
- 10.2 Nothing in this Lease shall impose any obligations on the Landlord or the Management Company to provide or install any system or service not in existence at the date hereof

10.3 No one employed by the Landlord or the Management Company in accordance with the provisions hereof shall be under any obligation to furnish attendance or make available their services to the Tenant (other than in the performance of the Landlord's or the Management Company obligations hereunder) and in the event of any such person employed as aforesaid rendering any services to the Tenant such person shall be deemed to be the servant of the Tenant for all purposes and the Landlord or the Management Company shall not be responsible for the manner in which such services are performed or for any damage to the Tenant or other persons arising therefrom

10.4 If and whenever during the Term:

- (a) the Premises or any part thereof or access thereto are destroyed or damaged by the Insured Risks or any of them so that the Premises or any part thereof are unfit for occupation and use and
- (b) the insurance of the Premises has not been vitiated by the act neglect default or omission of the Tenant or anyone at the Premises expressly or by implication with the Tenant's authority and
- (c) the loss of Annual Rent and the Service Charge are at the time of the damage or destruction Insured Risks

the Annual Rent and the Service Charge according to the nature and extent of the damage sustained (the amount of such proportion to be determined by a surveyor appointed by the Management Company acting as an expert and not as an arbitrator) shall be suspended and cease to be payable until the Premises the damaged part or the access thereto have been reinstated so as to be made fit for occupation or use

10.5 All sums paid to the Management Company in relation to the Service Charge including any sums retained by the Management Company by way of reserve or sinking funds in respect of the obligations of the

Management Company to carry out the Services shall be credited to accounts separate from the Management Company's own money and shall be held by the Management Company on trust for the persons who from time to time shall be the tenants of the apartments to apply the same and any interest accruing thereto for the purposes set out in this Lease and at the expiry of the Term any such sums unexpended shall be paid to the persons who shall then be the tenants in fair shares

- 10.6 Any reference to any statute in this Lease includes any modification extension or re-enactment of such statute for the time being in force and any instruments regulations directions orders or provisions made under it
- 10.7 If the Landlord or the Management Company accept or demand rent (including the Service Charge) after the Landlord or the Management Company or its other agents have become aware of or have had notice of any breach of any of the Tenant's covenants under this Lease such acceptance of or demand for rent (including the Service Charge) will not waive any such breach or any of the Landlord's rights of forfeiture or re-entry in respect of it and the breach will be a continuing breach of covenant so long as it continues so that neither the Tenant nor any person taking any estate or interest under the Tenant will be entitled to set up any such acceptance of or demand for rent as a defence in any action proceedings by the Landlord or the Management Company
- 10.8 If the Landlord or the Management Company reasonably and properly refuses to accept the rent (including the Service Charge) payable under this Lease as a result of a breach of covenant by the Tenant the Tenant will pay the Landlord or the Management Company on demand on the forfeiture of this Lease or when the breach has been remedied a sum equal to the aggregate of the instalments of such refused rent together with Interest in respect of the periods commencing when the respective

instalments fell due for payment under this Lease up until the date of payment

- 10.9 The Tenant is not entitled to make any counterclaim or set-off against any payments due to the Landlord or the Management Company under this Lease and agrees to make all such payments in full irrespective of any equity or set-off or any counterclaim or any nature on the part of the Tenant
- 10.10 All consideration in respect of the supply of goods or services by the Landlord or the Management Company to the Tenant under this Lease is exclusive of any VAT which may be chargeable on it and on the date upon which a supply is treated as having been made for the purposes of the Value Added Tax Act 1994 ("VATA") the Tenant becomes liable to pay to the Landlord or the Management Company an amount equal to any such VAT
- 10.11 Where this Lease requires the Tenant to pay repay reimburse or provide any amount or other consideration in respect of a supply made to the Landlord or the Management Company of goods or services liable to VAT then the Tenant will pay to the Landlord or the Management Company a sum equal to any VAT charged to the Landlord or the Management Company on that supply less any of that VAT for which the Landlord or the Management Company is entitled to credit under Sections 24 to 26 VATA or which the Landlord or the Management Company are otherwise able to recover except that where the VAT supply relates partly to the Premises and partly to other property then the Tenant's covenant is a covenant to pay the Landlord or the Management Company a fair proportion (to be conclusively determined by the Landlord or the Management Company) of that sum
- 10.12 The Landlord and the Management Company are entitled to exercise any option conferred by law to treat any supply made by the Landlord

or the Management Company to the Tenant under this Lease as a VAT supply and in exercising any such option the Landlord and the Management Company are not obliged to have regard to the interest of the Tenant

11 SERVICE OF NOTICES

11.1 Any notice in writing certificate or other document required or authorised to be given or served hereunder shall be sufficient although only addressed to the Tenant without his name or generally to the person interested without any name and notwithstanding that any person to be effected thereby is absent under disability or unascertained and shall be sufficiently given or served if it is left at the last known place or abode or business of the Tenant or other person to or upon whom it is to be given or served or is affixed or left on the Premises

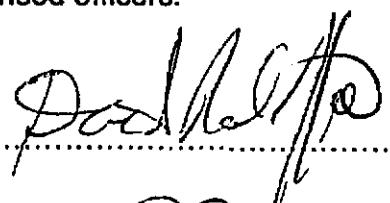
11.2 Any such notice in writing certificate or other document as aforesaid shall also be sufficiently given or served if it is sent by ordinary post in a prepaid letter addressed to the person to or upon whom it is to be given or served by name at the aforesaid place of abode or business and if the same is not returned through the Post Office within seven days of posting it shall be deemed to have been received or served at the time at which it would in the ordinary course have been delivered

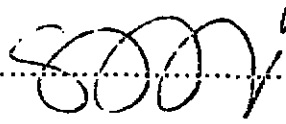
12 The parties to this Lease expressly agree that a person who is not a party to this Lease shall not have the right to enforce any term or terms of this Lease pursuant to the Contracts (Rights of Third Parties) Act 1999

13 CERTIFICATION

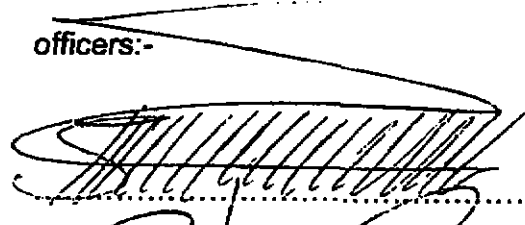
IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value

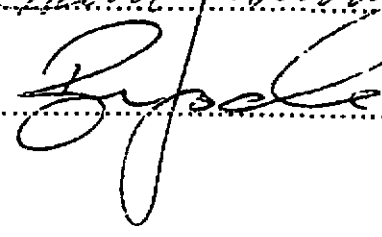
EXECUTED as a Deed by **OAKAPPLE**)
HOMES (GLOSSOP) LIMITED acting by its)
authorised officers:-)

 Director

 Director/Secretary

EXECUTED as a Deed by **PREMIER**)
ESTATES LIMITED acting by its authorised)
officers:-)

 Director

 Director/Secretary

EXECUTED as a Deed by)
Scanne **PAUL BOOTHROYD** in the)
presence of:-)

Witness' signature

Name

Address

.....

of the consideration exceeds TWO HUNDRED AND FIFTY
THOUSAND POUNDS (£250,000)

IN WITNESS whereof the parties hereto have duly sealed and executed this
Lease on the date specified as Date of Lease in the Particulars

FIRST SCHEDULE THE PROPERTY ("THE PREMISES")

The property known as Apartment 56 Wren Nest Mill, Glossop Brook Road, Glossop, Derbyshire edged red on Plan 1 as specified in Paragraph 5 of the Particulars including:

- (a) The internal plastered coverings and plaster work of the walls bounding the demise and the doors and door frames fitted in such walls (other than the external painted or treated surfaces of such doors and door frames) and window glass and
- (b) The internal walls and partitions and the plastered coverings and plaster work thereof lying wholly within the demise and the doors and door frames fitted in such walls and partitions and
- (c) The plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards (if any) and supporting joists (if any) and the whole of any internal staircases within the demise and
- (d) All Conducting Media which are laid in any part of the Building and serve exclusively the demise and
- (e) All fixtures and fittings in or about the demise and not hereafter expressly excluded from this demise

But excluding:

- (i) any part or parts of the Building including the roof void and foundations (other than any Conducting Media expressly included in this demise) lying above the said surfaces of the ceilings or below the said surfaces of the floors or below the said floorboards supporting joists or lying between the said ceiling surfaces and the said floorboards joists or other surfaces of the floor of the storey above included within the demise
- (ii) all of the window frames main walls timbers and joists and exterior walls of the Building and any of the internal walls or partitions where such walls or partitions separate the Premises

from another dwelling or the Common Parts except such of the plastered surfaces thereof and the doors and door frames fitted therein as are expressly included in this demise

- (iii) any Conducting Media in the Building which do not serve the Premises exclusively

SECOND SCHEDULE THE INCLUDED RIGHTS

If and so long as the Tenant shall punctually make payment of the Annual Rent and the Service Charge at the times and in the manner hereinbefore provided:

- (1) Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times and for all purposes in connection with the use and enjoyment of the Premises and subject to such regulations as the Management Company may make from time to time to use the Common Parts and a right of way at all times and for all purposes connected with the use of the premises as a private dwelling on foot only for the purpose of access to and egress from the Premises to pass and repass over through and across so much of the footways access ways entrance ways hall passageways lifts landings and staircases forming part of the Estate and Building
- (2) The right to support and protection from the other parts of the Building and the Estate as enjoyed at the date hereof
- (3) The right (in common with all other persons entitled to the like right) to free and uninterrupted passage and running of water and soil electricity and other services from and to the Premises through the Conducting Media laid in or through the Estate and which serve the Premises
- (4) The right (in common with all others entitled to the like right) to connect any wireless or television set in the Premises with any aerials or cable television systems in the Building for the time being provided by or on behalf of the Landlord or the Management Company provided that nothing herein contained shall oblige the Landlord or the Management Company to provide any such aerials or cable television systems

- (5) The right to use the means of pedestrian and vehicular access and circulation on the Roadway for the purposes of obtaining access to or egress from the Estate
- (6) The right to use the Residential Fire Escape (in emergency only)
- (7) The right to park one private motor vehicle in the car parking space shown edged red on Plan 3

THIRD SCHEDULE THE EXCEPTED RIGHTS

- (1) Easements rights and privileges over along through and in respect of the Premises equivalent to those set forth in Paragraphs 2 and 3 of the Second Schedule
- (2) Full rights and liberty for the Landlord or the Management Company and its duly authorised servants surveyors or agents with or without workmen and others upon giving three days' previous notice in writing at all reasonable times (or in case of emergency at any time without notice) to enter the Premises for the purposes of:

 - (a) carrying out any of the Landlord's or the Management Company obligations under this Lease or
 - (b) inspecting cleaning maintaining repairing altering or renewing or rebuilding any Conducting Media (including making connections thereto) and/or parts of the Estate or any adjoining or neighbouring property
- (3) The right to erect and maintain such wireless and televisions aerials and other telecommunication receiving equipment on any part of the Building (other than the Premises) for the use of the occupiers of the Building and to run wires connecting such aerials or equipment or any cable television systems through the Premises
- (4) Full right and liberty for the Landlord in its absolute discretion to deal as it may think fit with any part of the Estate or any lands or premises adjacent or near to the Estate and to erect thereon any buildings whatsoever and to make any alterations and carry out any demolition rebuilding or other works which they may think fit or desire to do whether such buildings alterations or works shall or shall not affect or diminish the access of light or air to the Premises AND PROVIDED that any such works of construction

demolition or alteration are carried out with due regard to modern standards and method of building and workmanship the Tenant shall permit such works to continue without interference or objection or the right to any compensation whatever

- (5) All easements quasi-easements and rights in the nature of easements enjoyed over the Premises
- (6) All the rights reserved in the Head Lease so far as these relate to or affect the Premises

FOURTH SCHEDULE REGULATIONS

- (1) Not at any time to use or occupy or permit the Premises to be used or occupied except as private accommodation**
- (2) Not at any time to use or permit the use of either the Premises or any part or any other part of the Estate thereof for business purposes**
- (3) Not to do or permit or suffer in or upon the Premises or any part thereof or elsewhere on the Estate any sale by auction or any illegal or immoral act or any act or thing which may be or become a nuisance or annoyance or cause damage to the Landlord the Management Company or the tenants of the other apartments in the Building or the occupiers of any part of the Building or of any adjoining or neighbouring premises**
- (4) Not to do or permit to be done any act or thing which may render void or voidable any policy of insurance maintained in respect of the Estate or may cause an increased premium to be payable in respect thereof nor to keep or permit to be kept any petrol or other inflammable substances in or about the Premises and to repay to the Management Company all sums paid by way of increased premium and all expenses incurred in or about the renewal of any such policy or policies rendered necessary by a breach of this regulation and if the Estate or any part thereof is destroyed or damaged and the insurance money under any policy or policies of insurance is wholly or partly irrecoverable by reason solely or in part of any act or default of the Tenant then and in every such case the Tenant will immediately pay the Management Company the whole or (as appropriate) a fair proportion of the cost of completely rebuilding and reinstating the Estate including professional fees and all incidental costs and expenses and interest all such payments to be recoverable as rent in arrear**
- (5) Not to throw or permit to be thrown any dirt rubbish rags or other refuse into the sinks baths lavatories cisterns or waste or soil pipes in the Premises**

- (6) Not to play or use or permit the playing or use of any musical instrument television radio loudspeaker or mechanical or other noise making instrument of any kind nor to practise or permit the practising of any singing in the Premises or elsewhere on the Estate at any time so as to cause any nuisance or annoyance to any of the other owners tenants or occupiers of the Building and for the purposes hereof the decision of the Management Company or the Landlord (or of a Surveyor appointed by the Management Company for the purposes of this paragraph) as to what constitutes a nuisance or annoyance shall be final and binding on the parties
- (7) Not at any time to put on or in any window or on the exterior of the Premises so as to be visible from outside any name writing drawing signboard placard or advertisement of any kind whatever or any unsightly object or anything which in the opinion of the Management Company or the Landlord is offensive
- (8) Not to hang or expose in or upon any part of the Premises or any balcony patio or terrace (if any) so as to be visible from the outside any clothes or washing of any description or any other articles nor to place outside the Premises any flower box pot or other like object nor to shake any mats brooms or other articles inside any part of the Building (other than the Premises) or out of the windows either of the Premises or of any part of the Building
- (9) Not to keep any bird reptile dog or other animal in the Premises without the previous consent in writing of the Management Company or the Landlord (such consent to be granted or withheld at the reasonable discretion of the Management Company or the Landlord) and such consent to be revocable by notice in writing at any time on complaint of any nuisance or annoyance being caused to any other owner tenant or occupier in the Building and not to permit any dog or other animal of the Tenant or under the Tenant's control to foul any of the roads footpaths or other parts of the Estate
- (10) Not to use on the Premises any electrical device without an effective suppressor fitted thereto

- (11) Not to leave or park or permit to be left or parked so as to cause any obstruction in or on any approach roads or passageways adjacent or leading to the Building or forming part of the Estate any motor cycle bicycle or other vehicle belonging to or used by the Tenant or occupier of the Premises or by any of his or their friends servants or invitees and to observe all regulations made by the Management Company or the Landlord from time to time relating to the parking of such vehicles
- (12) Not to permit or suffer any invitees friends servants or employees of the Tenant or their children to play upon any staircases landings or passageways in or about the Building
- (13) To cover and keep covered the floor of the Premises with carpet or (in the case of the kitchen utility room and bathroom only) other suitable sound deadening material
- (14) At all times when not in use to keep shut the entrance door to the Premises and the Building and between the hours of Eleven p.m. and Eight a.m. not to make any avoidable noise in any part of the Building
- (15)
 - (a) Not to use or permit the user of the hall staircase and passages in and about the Building or of any other of the Common Parts otherwise than in accordance with the proper exercise of the Included Rights
 - (b) To remove forthwith upon being so required by the Landlord or the Management Company any object of or obstruction by the Tenant or his licensee in the Common Parts and to pay to the Landlord or the Management Company on demand the cost incurred by them in removing and if appropriate storing the same which removal and storage is expressly hereby authorised and which shall be entirely at the Tenant's risk
- (16) At least once in every month of the said term to cause to be properly cleaned all internal and external surfaces of the windows of the Premises and at all times to keep such windows properly curtained in a style appropriate to a private residence
- (17) Not at any time to interfere with the external painted or treated surfaces of the Premises

- (18) To pay the cost of making good any damage at any time done by the Tenant or any person claiming through the Tenant or his or their servants agents licensees or visitors to any part of the Estate or to the passages landings stairs or entrance halls thereof or to the person or property of the Tenant or occupier of any other Property in the Building by the carrying in or removal of furniture or other goods to or from the Premises or otherwise howsoever
- (19) To submit any dispute difference or complaint that may arise between the Tenant and the tenant or occupier of any other dwelling in the Building in respect of the use or occupation of the Premises or any other part of the Building to the Management Company or the Landlord before taking any further or other steps or proceedings in relation thereto
- (20) Without prejudice to the generality of the foregoing to observe and perform all regulations made relating to the Common Parts
- (21) At all times to observe and perform all such variations or modifications of the foregoing regulations and all such further or other regulations as the Management Company or the Landlord may from time to time in their reasonable discretion think fit to make for the management care and cleanliness of the Estate and the comfort safety and convenience of all the occupiers thereof
- (22) Not to display or permit the display on either the Estate or any adjoining land of any board for the sale or letting of the Premises
- (23) Not to erect any television radio or other aerials satellite dishes or other means of receiving telecommunications upon the Premises whatsoever

FIFTH SCHEDULE THE SERVICE CHARGE

- (1) During the Term the Tenant will pay the Management Company such a sum in advance and on account of the Service Charge by equal quarterly payments on the usual quarter days in every year for the Accounting Period then current as the Management Company acting reasonably may from time to time specify as being a fair and reasonable assessment of one quarter of the likely Service Charge for that particular Accounting Period the first Advance Payment of which (apportioned if necessary on a daily basis) will be made on the date of this Lease for the period starting on the date of this Lease and ending on the next date due for Advance Payments after the date of this Lease.
- (2) As soon as is practicable after the expiration of each Accounting Period the Management Company or its accountants shall prepare a Service Charge Account ("the Certificate") in respect of each such Accounting Period which shall be served upon the Tenant containing the following information:

 - (a) the amount of the Total Expenditure for that Accounting Period
 - (b) the amount of the Advance Payments paid by the Tenant in respect of that Accounting Period together (in each case) with the surplus (if any) carried forward from the previous Accounting Period.
 - (c) the amount of the Service Charge in respect of that Accounting Period and the excess or deficiency (as the case may be) of the Service Charge over the Advance Payments.
- (3) In respect of an Accounting Period if the Advance Payments paid by the Tenant exceeds the Service Charge for that period any surplus so paid ("the Surplus") shall be carried forward by the Management Company and credited to the account of the Tenant in computing the Service Charge in succeeding Accounting Periods as hereinafter provided save that the Surplus shall not include any sums set aside for the purpose of a sinking or reserve fund or funds

- (4) In respect of any Accounting Period if the Service Charge (after crediting the surplus if any) exceeds the Advance Payments paid by the Tenant in respect of that Accounting Period then the Tenant shall pay the excess to the Management Company within twenty-one days of service upon the Tenant of the relevant Certificate referred to in paragraph 2 hereof and in case of default the same shall be recoverable from the Tenant as rent in arrear
- (5) Subject to any statutory provisions from time to time in force the said Certificate (save in respect of manifest error) shall be conclusive and binding on the parties hereto but the Tenant shall be entitled at his own expense within one month after the service of such Certificate to request one free copy of the Accounts and to inspect at the offices of the Management Company the receipts and vouchers relating to the Total Expenditure

SIXTH SCHEDULE THE SERVICES

The provision from time to time of services into or for the benefit of the Estate which without prejudice to such generality shall include those under the following heads (PROVIDED ALWAYS that the Management Company may at any time add to the heads of expenditure any depreciation or other allowance provision for future anticipated expenditure on or replacement of any installation equipment plant or apparatus or rental value of any part of the Estate in connection with the provision of the services thereto not previously included therein and from and after the relevant date of the exercise of this right such additional items of depreciation allowance provision expenditure or value shall be included in the calculation of the Service Charge):

- (1) The compliance by the Landlord or Management Company with every notice regulation requirement or order of any competent local or other authority or statute in respect of the Estate
- (2) Renewing repairing maintaining lighting decorating or otherwise treating rebuilding replacing and keeping free from and remedying all defects whatsoever and cleaning the main structure (including all concrete floors within the building other than surfaces thereof which form part of the Property) roof foundations and exterior of the Building all parts of the Estate outside of the Building such of the Conducting Media as may be enjoyed or used in common by tenants of dwellings in the Estate all Common Parts together with all other facilities or conveniences which may belong to or be used for the Estate along or in common with other premises near or adjoining thereto including any amounts which the Landlord may be called upon to pay as a contribution towards such costs
- (3) Providing operating periodically inspecting maintaining in proper working order overhauling repairing renewing and replacing in whole or in part any heating and/or ventilating and/or hot and cold water systems entry phones and security gates and other security equipment (if any) communal television aerials and cable systems and other

telecommunication equipment and other plant and the lifts serving the Estate and the Building

- (4) The electricity for operating and any security equipment communal television aerials and cable systems and other telecommunication equipment and providing all other services to or for the Estate
- (5) Insuring the Estate in accordance with the Management Company covenant in Clause 7.1 including any valuation for insurance purposes carried out from time to time
- (6) Carpeting re-carpeting restoring cleaning decorating lighting and furnishing as appropriate all relevant Common Parts and keeping the same in good repair and condition
- (7) Keeping in a neat and tidy condition all communal grounds within the Estate and generally repairing renewing maintaining all such areas
- (8) The payment of all charges assessments and other outgoings (if any) payable by the Landlord or the Management Company in respect of or as owner of any parts of the Estate including without limitation water and sewerage charges
- (9) The payment of all proper fees charges expenses and commissions of the Management Company in connection with the management and supervision of the Estate (including but not by way of limitation the collection of Charges the maintenance of the Estate and the production of service charge accounts)
- (10) The payment of any expenses relating to settling any insurance claims relating to the Estate
- (11) So far as access is obtainable cleaning the interior and exterior of the windows in the Common Parts and the exterior windows of the Premises
- (12) Providing and maintaining (where appropriate) and where necessary replacing furniture for use:
 - (a) in the relevant Common Parts
 - (b) by persons employed by the Landlord and the Management Company in or about the provision of the Services

- (13) Providing maintaining and where necessary replacing such flags decorative lights and other decorations or other like amenities (if any) as the Management Company shall think fit and to provide and providing and maintaining floral and/or plant displays in the Common Parts
- (14) Providing hiring and replacing refuse containers for the communal use of the tenants or occupiers of the Building and arranging for the collection of refuse and paying any private contract or Local Authority charges involved
- (15) Providing maintaining and renewing all directional and other notices posters boards or signs on or for the Estate
- (16) Taking all steps deemed desirable or expedient by the Management Company for complying with making representations against or otherwise contesting the incidents of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Estate
- (17) Providing fire fighting equipment appliances and any other signs or notices required by the Local Fire Officer and the cost of repair maintenance and renewal of the same
- (18) Purchasing leasing hiring or renting any plant machinery or other item required for the purpose of carrying out any of the matters referred to in this Schedule
- (19) Carrying out any other works or providing services or facilities of any kind whatsoever which the Management Company may from time to time consider desirable for the purpose of maintaining or improving the services or facilities in or for the Estate
- (20) Retaining such sum or sums (if any) as the Management Company shall from time to time certify as desirable to be retained by way of a reserve fund against the cost of the repair maintenance and decoration of the Estate and for the replacement or renewal of the heating hot water air conditioning and ventilating plant apparatus and fittings (if any) and other plant and fixed equipment

**Form of Deed of Covenant to be executed on
Disposition or Devolution of Lease**

BETWEEN:

(2) The Management Company: [] Limited
whose registered office is at []

(3) The Landlord: [] Limited
whose registered office is at []

WHEREAS the Incoming Tenant is about to or has become entitled to the benefit of a Lease ("the Lease") dated 20 and made between the Landlord (1) the Management Company (2) and [] (the "Original Tenant") (3) and relating to premises known as []

] being in the development at Wren Nest Mill Glossop ("the Estate")

WITNESSES:

(1) The Incoming Tenant and the Management Company MUTUALLY COVENANT each with the other and the Incoming Tenant COVENANTS with the Landlord and separately also with the tenants owners and occupiers for the time being of the other flats in the Estate

for the benefit of the property respectively vested in the Landlord and the tenants and owners and occupiers and each and every part to perform and observe and accept the covenants (including the covenant by virtue of which this Deed is required) restrictions stipulations and conditions respectively on the parts of the Original Tenant and of the Management Company and the provisions contained in the Lease in the same manner as if they are repeated in extenso in this Deed and in the Lease but with the substitution of the name of the Incoming Tenant for the name of the Original Tenant

- (2) The Incoming Tenant irrevocably appoints the Management Company and any person in whom the Lease may become vested severally to be the attorney of the Incoming Tenant to take all steps and sign and execute any document or deed necessary to secure the performance of the obligations of the Incoming Tenant under clause 5.3 of the Lease
- (3) Where in this Deed the context so admits:
 - (a) words importing one gender include all other genders and words importing the singular include the plural and vice versa
 - (b) the expressions "the Landlord" and "the Incoming Tenant" include their respective successors in title and the expression "the Landlord" includes the reversioner for the time being immediately expectant upon the term created by the Lease and any superior landlord and the expression "the Management Company" includes any other company to which the rights and duties of the Management Company are assigned or transferred or which is under the control of the tenants of a majority of the flats in the Estate and responsible for the time being for the administration of the Estate
 - (c) where for the time being there are two or more persons within the meaning of the expressions "the Landlord" or "the Incoming Tenant" obligations expressed or implied and made or to be made by or with that party are made by or with those persons jointly and severally

IN WITNESS whereof this Deed has been executed the day and year first
before written

EXECUTED as a Deed by **OAKAPPLE**)
HOMES (GLOSSOP) LIMITED acting by its)
authorised officers:-)

..... Director

..... Director/Secretary

EXECUTED as a Deed by **PREMIER**)
ESTATES LIMITED acting by its authorised)
officers:-)

..... Director

..... Director/Secretary

SIGNED and DELIVERED as a Deed)
by [])
in the presence of:-)



Plan K

TITLE NUMBER

DY380399

DERBYSHIRE : HIGH PEAK



ORDNANCE SURVEY MAP REFERENCE:

SK0294SE

SCALE: 1:1250

CROWN COPYRIGHT Produced by HMLR. Further reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD 777728.



This is a print of the view of the title plan obtained through Land Registry Direct showing the state of the title plan on 9 MAR 2005 at 10:34:51. It may not be to the scale shown on the title plan.

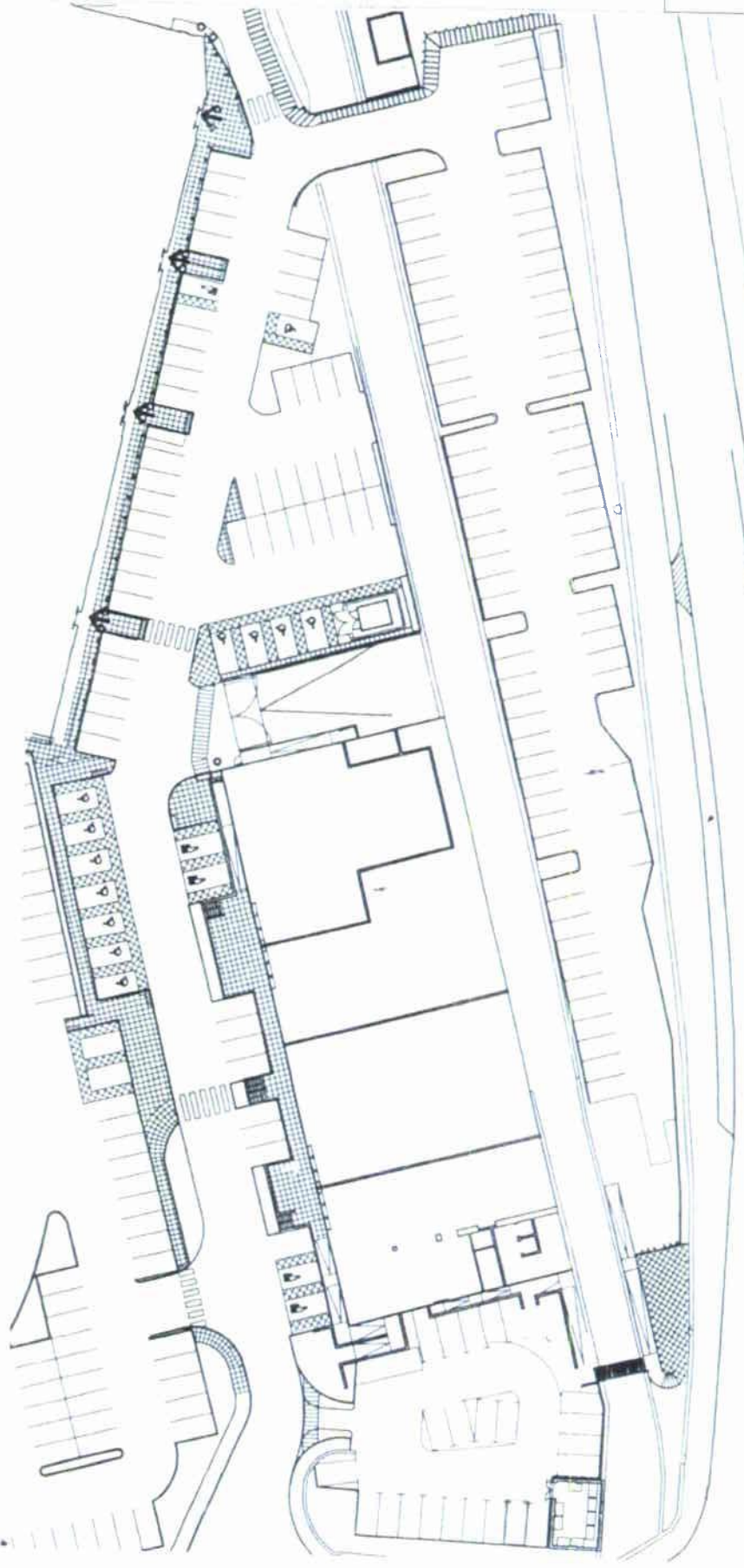
This title is dealt with by the Nottingham (West) District Land Registry.

©Crown Copyright. Produced by HMLR. Further reproduction in whole or part is prohibited without the prior written permission of Ordnance Survey. Licence Number GD272728.



1000 30

1. The applicant is required to provide a copy of this plan to the relevant authority for their records.
2. The applicant is required to provide a copy of this plan to the relevant authority for their records.
3. The applicant is required to provide a copy of this plan to the relevant authority for their records.
4. The applicant is required to provide a copy of this plan to the relevant authority for their records.
5. The applicant is required to provide a copy of this plan to the relevant authority for their records.



Item No.	Description	Quantity	Unit	Value
1	Excavation	100	m ³	1000
2	Foundation	100	m ²	1000
3	Roofing	100	m ²	1000
4	Internal Wall	100	m ²	1000
5	External Wall	100	m ²	1000

CONSTRUCTION

1000 30

1000 30

1000 30

1000 30

1000 30

1000 30

1000 30

1000 30



1000 30



1. The applicant is required to provide a copy of this plan to the relevant authority for their records.
2. The applicant is required to provide a copy of this plan to the relevant authority for their records.
3. The applicant is required to provide a copy of this plan to the relevant authority for their records.
4. The applicant is required to provide a copy of this plan to the relevant authority for their records.
5. The applicant is required to provide a copy of this plan to the relevant authority for their records.

Reeds Rains Limited Incorporated and Registered in England
Registered Office St Trinity House, 3-4 Kings Square, York YO1 8ZH. Registered Number 2568254



Reeds Rains

The Estate Agent

www.reedsrains.co.uk