

REPORT DETAILS:

Requested by:
Prospect House, Riverside Drive, Liverpool, Merseyside, L3 4DB

Date:
21 August 2023

Case Number:
3553704

Property Address:
Apartment 3 150, Upper Parliament Street, Liverpool, L8 7LL

Search Number:
9402559

Reference Number:
**# SK Flat 3 150 Upper
Parliament Street 14/09**

MAINS WATER

CONNECTED

SEE POINT 3.2



FOUL WATER

CONNECTED

SEE POINT 2.1



SURFACE WATER SEWER

YES

SEE POINT 2.2



SEWER PIPE WITHIN BOUNDARY

NO

SEE POINT 2.3



WATER PIPE WITHIN BOUNDARY

NO

SEE POINT 3.3



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LEGEND:

- Typical Response
- Refer to relevant question
- Needs Attention
- Information

Search supplied by and all queries to:

Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court,
Dodworth, Barnsley,
South Yorkshire, S75 3TZ

☎ 0800 038 8350

✉ uksearchsupport@dyledurham.com

🌐 www.dyledurham.co.uk

Summary:

1. MAPS

1.1 - Is a plan showing the approximate location of public sewers included?
MAP PROVIDED



1.2 - Is a plan showing the approximate location of the water mains included?
MAP PROVIDED



2. DRAINAGE

2.1 - Do the records inspected indicate that foul water from the property drains to a public sewer?
YES



2.2 - Do the records inspected indicate that surface water from the property drains to a public sewer?
YES



2.3 - Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?
NO



2.4 - Does the Public Sewer Map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?
YES



2.5 - Does the Public Sewer Map indicate that 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?
SEE REPORT ANSWER



3. WATER

3.1 - How can the drinking water quality for the area be checked?
SEE REPORT ANSWER



3.2 - Do the records inspected indicate the property is connected to mains water supply?
YES



3.3 - Are there any water mains, resource mains or discharge pipes within the boundaries of the property?
NO



4. CHARGING

4.1 - Who are the sewerage undertakers for this area?
United Utilities



4.2 - Who are the water undertakers for the area?
United Utilities



Report Details:

1. MAPS

1.1 - Is a plan showing the approximate location of public sewers included?

MAP PROVIDED



YES - A PLAN IS INCLUDED

i. Sewers will be shown on the plan where applicable. ii. The Water Industry Act 1991 defines Public Sewers as those which UNITED UTILITIES have responsibility for. Other assets and rivers, watercourses, ponds, culverts or highway drains may be shown for information purposes only. iii. Any private sewers or lateral drains which are indicated on the plan as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended these details be checked with the developer.

PUBLIC SEWER PLAN



Whilst every attempt has been made to ensure the accuracy of the information provided on the plan, all locations and routes are approximate and not drawn to scale

SEWER KEY

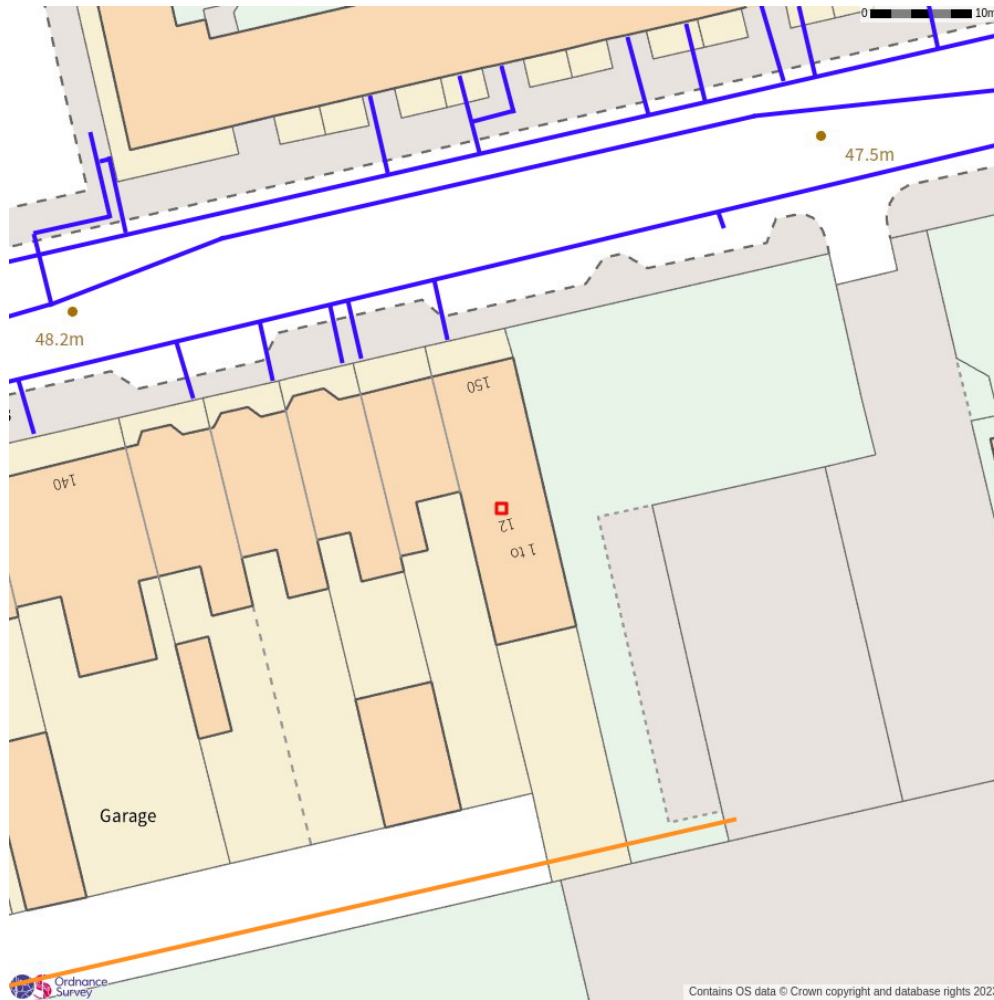
	Combined Sewer		Rising Main Sewer
	Combined Sect. 104 Sewer		Private Assets
	Surface Water Sewer		Abandoned Sewer
	Surface Water Sect. 104 Sewer		
	Foul Sewer		
	Foul Sect. 104 Sewer		



YES - A PLAN SHOWING THE APPROXIMATE LOCATION OF THE WATER MAINS IS INCLUDED

i. The "water mains" in this context are those which are vested in and maintainable by the Water Company under statute. ii. Water Companies are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these. These may pass through land outside of the control of the seller, or may be shared with adjacent properties. The buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal. iii. The map of water works 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.

WATER WORKS PLAN



Whilst every attempt has been made to ensure the accuracy of the information provided on the plan, all locations and routes are approximate and not drawn to scale

WATER WORKS KEY

- Water Main
- Trunk Main

Report Details:

2. DRAINAGE

2.1 - Do the records inspected indicate that foul water from the property drains to a public sewer?

YES



YES - THE RECORDS INSPECTED INDICATE THAT FOUL WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER

i. Water Companies are not normally responsible for any private drains serving the property and do not hold details of these. The property owner will normally have sole responsibility for private drains serving the property. From 1st October 2011, lateral drains and private sewers serving the property may become public. ii. A plan is included in this report. 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. iii. 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. iv. The answer provided is indicative only.

2.2 - Do the records inspected indicate that surface water from the property drains to a public sewer?

YES



YES - THE RECORDS INSPECTED INDICATE THAT SURFACE WATER FROM THE PROPERTY DRAINS TO THE PUBLIC SEWER

i. Water Companies are not responsible for private drains that connect the property to the public sewerage system and do not hold details of these. From 1st October 2011, lateral drains and private sewers serving the property may become public. ii. 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. iii. In some cases, Water Company records do not distinguish between foul and surface water connections to the public sewerage system. iv. 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. v. A plan showing the approximate location of public sewers is included in this report. 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. vi. The answer provided is indicative only.

2.3 - Does the Public Sewer Map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

NO



NO - THE PUBLIC SEWER MAP DOES NOT INDICATE ANY PUBLIC SEWER, DISPOSAL MAIN OR LATERAL DRAIN WITHIN THE BOUNDARIES OF THE PROPERTY

i. UNITED UTILITIES has a statutory right of access to carry out work on its assets. Employees of UNITED UTILITIES or its contractors may, therefore, need to enter the property to carry out work. ii. The approximate boundary of the property has been determined by reference to the Ordnance Survey record or the map supplied. iii. Any private sewers or lateral drains which are 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 these details be checked with the developer. iv. The answer provided is indicative only.



YES - THE PUBLIC SEWER MAP INDICATES A PUBLIC SEWER WITHIN 30.48 METRES (100 FEET) OF ANY BUILDINGS WITHIN THE PROPERTY

i. From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the Public Sewer Map but are also within 30.48 metres (100 feet) of a building within the property. ii. 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. iii. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

2.5 - Does the Public Sewer Map indicate that 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?

SEE ANSWER



ANSWER - THE PROPERTY APPEARS TO BE PART OF AN ESTABLISHED DEVELOPMENT AND IS NOT SUBJECT TO AN ADOPTION AGREEMENT.

i. 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. ii. 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. iii. The answer provided is indicative only.

3. WATER

3.1 - How can the drinking water quality for the area be checked?

SEE ANSWER



ANSWER - THE DRINKING WATER INSPECTORATE PRODUCES AN ANNUAL REPORT ON DRINKING WATER QUALITY FOR 7 REGIONS IN ENGLAND AND WALES. IT IS PUBLISHED END OF JUNE/EARLY JULY COVERING THE PREVIOUS CALENDAR YEAR. REPORTS CAN BE INSPECTED BY GOING TO: www.dwi.defra.gov.uk/about/annual-report

3.2 - Do the records inspected indicate the property is connected to mains water supply?

YES



YES - THE RECORDS INSPECTED INDICATE THE PROPERTY IS CONNECTED TO MAINS WATER SUPPLY

i. The answer provided is indicative only.

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

NO



NO - THE MAP OF WATER WORKS DOES NOT INDICATE ANY WATER MAINS, RESOURCE MAINS OR DISCHARGE PIPES WITHIN THE BOUNDARIES OF THE PROPERTY

i. The boundary of the property has been determined by reference to the Ordnance Survey record. ii. The presence of a public water main within the boundary of the property may restrict further development within it. Water Companies have a statutory right of access to carry out work on their assets, subject to notice. This may result in employees of the company or its contractors needing to enter the property to carry out work. iii. The answer provided is indicative only.

ADDITIONAL INFORMATION



ANY ORANGE LINES ON THE WATER PLAN DENOTE ABANDONED PIPES

4. CHARGING

4.1 - Who are the sewerage undertakers for this area?

UNITED UTILITIES



UNITED UTILITIES

The Sewerage Undertakers for the area are:

UNITED UTILITIES, Warrington, WA5 3LP



UNITED UTILITIES

The Water Undertakers for the area are:

UNITED UTILITIES, Warrington, WA5 3LP

OTHER INFORMATION

This search has been produced under the Search Code which is regulated by the PCCB. We are committed to delivering an agreed standard of consumer service and have agreed to abide with [The Property Ombudsman](#) scheme (TPOs) This report is based on publicly available information and not all data is available to us. In these cases, we refer you to the vendor's Property Information Form or cover via indemnity insurance.

SOURCES OF INFORMATION

In response to the enquiry for drainage and water information, this search has been prepared following examination of the following data sets: The Public Sewer Map, The Public Map of Water Works (Where available) COMMON DRAINAGE

COMMON DRAINAGE AND SUPPLY TERMS

Adoption of Sewers

Transfers to the Sewerage Undertaker the ownership of sewers and the legal obligation for meeting the cost of their maintenance and improvement to meet increasingly stringent environmental standards.

Sewerage Undertaker

Is a limited company succeeding the former Water Authority and appointed by the Secretary of State to carry out the duties assigned to it by statute. These include the provision, maintenance and improvement of a system of sewers and sewage treatment works.

Combined Sewer

A sewer carrying both foul water as well as surface water.

Foul Sewer

A sewer used to transport mainly foul sewerage to a treatment works.

Private Drain

A sewer in private ownership draining only one property. If there is no cesspool or private treatment work, the drain usually connects with a private or public sewer.

Private Water Supplies

Where a property has no connection to the water mains, a suitable private spring or surface water source may be used. This may require extensive treatment to make the supplies safe and will be subject to examination and control by the Local Environmental Health Officer. Approval under the Building Act 1984 for new building work for domestic properties will not be granted unless adequate water supplies and drainage facilities are available.

Public Sewer

A sewer vested in and maintained by the Sewerage Undertaker. Members of the public generally have the statutory right to connect into and use the public sewer on offering payment of sewerage charges.

Section 104 Agreement

An agreement made between a housing developer and the Sewerage Undertaker under Section 104 of the Water Industry Act 1991, for the adoption of sewers the developer intends to build to serve the new houses.



Septic Tank

A settlement chamber, which provides treatment to sewage and drainage waters. Overflow from the tank goes to a soak-away or drainage field or occasionally to a sewer. Septic tanks are un-powered. Properties operating them are responsible for the operation, maintenance and occasional emptying of the chamber.

Surface Water Sewer

A sewer used only for the transport of uncontaminated surface water or rain water in an area where separate sewerage systems have been provided.

Water Company

A provider of sewerage and possibly water services in an area.

SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 02/18

Policy Issuer: **PSG Client Services Ltd (Insurance)**

Policy Number: SRIP(E&W)60-103-3553704

This policy

This policy has been issued by the Policy Issuer, on Our behalf, when issuing the Search Report. This policy consists of 4 pages, is the entire contract between You and Us, and is effective from the Policy Date.

The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy.

The words in bold italics have the meanings set out within this policy.

Our, Us and We mean First Title Insurance plc, company registration number 01112603.

What this policy covers

We indemnify You, subject to the terms and conditions of this policy, against Actual Loss, not exceeding the Maximum Limit of Indemnity, that You suffer as a result of an Adverse Entry. An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Date, but was not disclosed in the Search Report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Date due to the Appropriate Body's error or omission.

Actual Loss means:

- where You are the Buyer:
 - the difference between:
 - the price You actually paid for the Property or the Market Value of the Property as at the Policy Date assuming there is no Adverse Entry, whichever is the lesser; and
 - the Market Value of the Property at the Policy Date as reduced by the Adverse Entry; and/or
 - the cost of demolishing, altering or reinstating any part of the Property to comply with an Order; and/or
 - the shortfall in the repayment of any loan or other financial liabilities that are secured against the Property when You sell the Property, such shortfall being a direct result of an Adverse Entry; and/or
 - where the Adverse Entry relates to a financial charge or liability, the amount of that charge or liability.
- where You are the Lender:
 - a shortfall in the repayment of the outstanding loan amount upon sale of the Property by You, which arises directly as a result of an Adverse Entry.

The Maximum Limit of Indemnity under this policy is £2,000,000.

Who this policy covers

This policy only insures You, meaning:

- the Buyer: the person or persons who has/have Purchased the Property in reliance upon the Search Report; and/or
- the Lender: the person or body who has loaned the Buyer money, in return for the loan being secured against the Property;

as applicable in the context, and Your has a similar meaning.

Apart from Us, only You may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest. This means that this policy does not insure any person Purchasing the Property from You or their lender.

Your rights and interests under this policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

What this policy excludes

We do not insure You, and will have no obligation to indemnify You for Actual Loss, in relation to any and/or all of the following risks, including but not limited to an Adverse Entry, that:

- You create, allow or agree to at any time;
- are Known to You but not to Us on or before the Policy Date;
- do not cause You any Actual Loss;
- occur or come into existence after the Policy Date;
- are created by an error or omission of the Policy Issuer or the private search provider who obtained the information for the Search Report for the Policy Issuer, if applicable;
- are disclosed to You during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the Property which has been carried out prior to You being legally obliged to Purchase the Property or, in relation to the Lender, the loan being advanced;
- would be dealt with under a buildings and/or contents insurance policy;
- should or would be disclosed by question 18 of Form CON29O (2016) (Law Society Copyright).

In the event of a claim

You must notify Us in writing, using either of the methods set out below in the Contacting Us section, as soon as possible, and in any event within 10 days, after You become aware of any claim, or circumstance or matter which might entitle You to make a claim under this policy. For the avoidance of doubt, notification must be sent even if Actual Loss has not at that time been incurred or calculated. The notification must contain details of the claim, or circumstance or matter.

We will require a copy of the Search Report together with evidence to show that the Adverse Entry would or should have been disclosed in an Official Local Authority Search Result had one been carried out on the Policy Date.

You must co-operate with Us fully in relation to this policy, and not do anything or fail to do anything that adversely affects Our ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons.

You must, within 90 days of notifying Us of the claim, circumstance or matter, provide Us with a written statement detailing the amount of Your Actual Loss and the method that You used to compute that amount.

Our obligations in the event of a claim

In the event of a notification of a claim, or a circumstance or matter which might entitle You to make a claim under this policy or if We become aware of an Adverse Entry, We will, if We accept the claim, and subject to the terms and conditions of this policy and as the circumstances may require, do any one or more of the following:

- pay the amount of Your Actual Loss, not to exceed the Maximum Limit of Indemnity, that You have incurred as a result of the Adverse Entry, and any Authorised Expenses, if applicable;
- in relation to the Lender, We may purchase the debt from You by paying to You the amount of the loan that is outstanding together with any interest and Authorised Expenses, if applicable. In these circumstances, You must transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to Us on receipt of payment and give all necessary notices of that transfer or assignment;
- pay or otherwise settle any claim with other parties for or in Your name together with any Authorised Expenses, if applicable;
- at Our absolute discretion, defend You, including but not limited to in litigation, in relation to the Adverse Entry. We will pay any and all costs that We incur in that defence and shall act without unreasonable delay. We can end this duty to defend at any time. We will be entitled to select the lawyer, surveyor and/or valuer to act and We will not be liable for and will not pay the fees of any other lawyer, surveyor and/or valuer.

We may pursue any litigation (including appeals) to final determination by a court and reserve the right at Our sole discretion to appeal any judgment or order.

We will keep You up to date on all matters arising under a claim

When the extent of Your Actual Loss and Our liability under this policy have been finally determined, We will pay that amount within 30 days of its determination.

Limitation and reduction of Our liability

We will not be liable to indemnify You:

- if We remove any matter giving rise to Your claim under this policy in a reasonably diligent manner by any method, including litigation; and/or
- if We have taken any of the actions set out in the Our obligations in the event of a claim section; and/or
- until litigation, including appeals, in relation to a claim conducted by Us (or by You with Our authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by You in negotiating or settling any claim or litigation without Our prior written consent.

Our obligations to You under this policy may be reduced in part or in whole if You refuse to cooperate with Us and any of Your actions or omissions adversely affects Our ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons. We reserve the right to recover any sums that We have paid out under this policy from You in such an event.

You must comply with all of the terms and conditions contained or referred to in this policy. Failure to comply may result in Us rejecting or withdrawing from a claim made by You under it

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

- all payments under this policy, except for Authorised Expenses;
- 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 Property or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release;
- the amount by which Your acts or omissions have increased Our liability or reduced Our ability to recover amounts from third parties.

Subrogation

If We agree to indemnify or defend You under this policy in respect of any claim then, regardless of whether or not actual payment has been made, We will immediately be subrogated to any rights, contractual or otherwise, which You may have in connection with that claim, the mortgage or the Property. If We ask, You must transfer to Us all of Your rights and remedies against any person or property that, in Our opinion, might be necessary to perfect this right of subrogation.

Governing law and jurisdiction

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

Canceling this policy

It is not possible to cancel this policy as it insures more than one party. No refund of premium will be payable in any circumstance.

Privacy Policy

Our privacy notice has been updated to reflect how We use Your personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found here or if You wish to view the privacy notice on Our website at www.firsttitle.co.uk/privacy.

Complaints

We intend to give You the best possible service but if You do have any questions or concerns about this policy or the handling of a claim, You should, in the first instance, contact Our Compliance Department:

- by post, to Our registered office (which as at the Policy Date is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU); and/or
- by e-mail, to complaints@firsttitle.co.uk.

To assist a quick and efficient response, please ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the Policy Date, the name of the Policy Issuer and the Property address.

Details of Our internal complaint-handling procedures are available on request.

You have the right, in the event that it is not possible to reach an agreement, to make an appeal to the Financial Ombudsman Service, whose current contact details are: Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights please contact the relevant local authority Trading Standards Service or the Citizens Advice Bureau.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that We cannot meet Our financial responsibilities. The FSCS will meet 90% of Your claim, without any upper limit. Further information about compensation scheme arrangements can be obtained from the FSCS at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Contacting Us

We can be contacted via the following methods:

- by post, to Our registered office (which as at the Policy Date is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU). Please mark the letter for the attention of the Claims Department; and/or
- by e-mail, to claims@firsttitle.co.uk.

You must ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the Policy Date, the name of the Policy Issuer and the Property address.

Regulation

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 202103.

Definitions and interpretation

In addition to the definitions set out above, the words in bold and italics have the meanings set out below:

Appropriate Body

a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1, Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and Form CON29O (2016) (Law Society Copyright).

Authorised Expenses

any costs, legal fees and expenses that We are obliged to pay under this policy and have approved in writing.

Known

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 or from one of the other insured parties under this policy).

Market Value

the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by You and Us.

Official Local Authority Search Result

direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON29O (2016) (Law Society Copyright).

Order

a final order of a court of competent jurisdiction, local authority or other public body made in respect of an Adverse Entry.

Policy Date

the date the Search Report is dated.

Purchase, Purchasing

buying the freehold or leasehold estate in the Property.

Purchased

bought the freehold or leasehold estate in the Property.

Property

either:

- i. the single private residential property specified in the Search Report, that is located in England or Wales and in existence as at the Policy Date and which is and shall be used/continue to be used for residential purposes; or
- ii. a vacant building plot located in England or Wales that is to be developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date; or
- iii. a building plot located in England or Wales that is in the process of being developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date.

Search Report

the report that has been issued by the Policy Issuer and provides responses to the questions

and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON29O (2016) (Law Society Copyright).

The headings used in this policy are for ease of reference only and shall not affect the interpretation or construction of this policy.

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be ignored so that the rest of this policy remains valid and enforceable.

Signed on behalf of
First Title Insurance plc



Authorised Signatory
© First Title Insurance plc 2018

This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it 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 this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

What is this type of insurance? Search Report Insurance



What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £2,000,000.00
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title Insurance plc's liability under the policy.
- ✓ The risk insured is:
***Actual Loss that You suffer as a result of an Adverse Entry:**
An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Date, but was not disclosed in the Search report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Date due to the Appropriate Body's error or omission.
- ✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by



What is not insured?

- First Title Insurance plc 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 risks or Adverse Entries that:
- ✗ You create, allow or agree to at any time;
 - ✗ Are known to You but not to First Title Insurance plc on or before the Policy Date;
 - ✗ Do not cause You any Actual Loss;
 - ✗ Occur or come into existence after the Policy Date;
 - ✗ Are created by an error or omission of the Policy Issuer or the private search provider who obtained the information for the Search Report for the Policy Issuer (if applicable);
 - ✗ Are disclosed to You during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the Property which has been carried out prior to You being legally obliged to Purchase the Property (or in relation to the Lender, the loan being advanced);
 - ✗ Would be dealt with under a

any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.

buildings and/or contents insurance policy;

- ✗ Should or would be disclosed by question 18 of Form CON290 (2016) (Law Society Copyright);
- ✗ Result from any fees incurred by a lawyer and/or a surveyor and/or valuer instructed by anyone other than First Title Insurance plc.



Are there any restrictions on cover?

- ! First Title Insurance plc will not be liable or its liability may be reduced in part or in whole in the event that:
 - ! You voluntarily assume liability in negotiating or settling any claim or litigation without First Title Insurance plc's prior written consent;
 - ! You refuse to co-operate with First Title Insurance plc;
 - ! Your actions or omissions adversely affect First Title Insurance plc's ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons (a right of recovery is reserved in respect of any sums paid out in such instances);
 - ! Your acts or omissions increase First Title Insurance plc's liability or reduce First Title Insurance plc's ability to recover amounts from third parties;
 - ! the use of the Property is not (or in the case of a plot, will not be) as a single private residential property;
- ! First Title Insurance plc's maximum liability under the policy will be:
 - ! £2,000,000.00; and
 - ! Authorised Expenses.



Where am I covered?

- ✓ The coverage is for (continued) residential use of the single private residential property specified in the Search Report that is located in England or Wales and is in existence at the Policy Date, or in the case of a building plot that is located in England or Wales and is or will be developed and used as a single private residential property (in accordance with planning permission obtained prior to the Policy Date).



What are my obligations?

You must:

- use or continue to use the Property for residential purposes (or in the case of a building plot, either be vacant to be developed, or in the process of being developed as a single private residential property, in both cases in accordance with planning permission obtained prior to Policy Date);
- notify First Title Insurance plc in writing, as soon as possible (and in any event within 10 days) of becoming aware of any claim, circumstance or matter which might entitle You to make a claim under the policy;
- produce a copy of the Search Report together with evidence to show that the Adverse Entry would or should have been disclosed in an Official Local Authority Search Result had one been carried out on the Policy Date;
- co-operate with First Title Insurance plc in respect of any action which First Title Insurance plc takes or wishes to take under the policy;
- not do anything or fail to do anything that adversely affects First Title Insurance plc's ability to attend to a claim and/or dispute or defend any challenge or commence any action against other persons;
- transfer or assign all rights and remedies against any person or property which, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
- in the case of the Lender, if requested, transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to First Title Insurance plc (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;
- not assume any liabilities by negotiation or settling any claim or litigation without First Title Insurance plc's prior written consent;
- permit First Title Insurance plc to use Your name in respect of the payment or other settlement of any claim;
- within 90 days of notifying First Title Insurance plc of a claim, circumstance or matter, provide a written statement to First Title Insurance plc detailing the amount of Your Actual Loss and the method used to compute that amount;
- comply with all of the terms, conditions and provisions of the policy at all times.



When and how do I pay?

This policy is provided by the Policy Issuer as part of its service at no cost to You.



When does the cover start and end?

The coverage starts on the Policy Date (being the date on which the Search Report was prepared) and its term is the duration of Your relevant interest in the Property.



How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.
No refund of premium will be payable in any circumstance.

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. First Title Insurance plc is registered in England under company number 01112603. Registered office: ECA Court, 24-26 South Park, Sevenoaks, Kent TN13 1DU Ref: 1118-01.10.18

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority

DYE & DURHAM (UK) LIMITED - SUPPLY TERMS

Definitions

In these Terms the following words shall have the following meanings:

Adverse Entry	<p>in respect of a Regulated Local Authority Search- means any matters having a detrimental effect on the market value of the property (*), that would or should have been disclosed in an official local authority search had one been carried out in relation to the property (*) on the date of the Regulated Local Authority Search but was not disclosed on the Regulated Local Authority Search. This includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the Regulated Local Authority Search were incorrect as at the date of the Regulated Local Authority Search due to the Appropriate Body's error or omission.</p> <p>In respect of a Regulated Drainage Search means a matter affecting the land (*) which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form CON29DW (Law Society Copyright, as amended) but which was not contained in the Regulated Drainage Search.</p> <p>(*) see the SRIP appended to the relevant Regulated Search for the definition of "property" and "land"</p>
Appropriate Body	<p>means either the local authority or other public body responsible for maintaining the registers and information that are covered by forms LLC1 and Part 1(Standard Enquiries) of CON29 or the water undertaker or other public body responsible for maintaining the registers and information that are covered by forms CON29DW (Law Society Copyright), each as amended from time to time</p>
Customer	<p>means a seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Services or any person who has an interest in the Property</p>
Code	<p>means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php as updated from time to time</p>
Business	<p>means a company, partnership or trader acting in for purposes of their trade, business or profession in respect of which We have been instructed to provide Services</p>
Consumer	<p>means any person who order Services from Us directly acting for purposes (i.e. not as a Business)</p>
Contract	<p>has the meaning given in clause 2.1</p>
Data Protection Laws	<p>means any legislation relating to privacy and data protection as applicable in England and Wales at the time of the Contract including electronic communications</p>
Insurance Product(s)	<p>means an insurance product which either (i) We order for You (and include in our invoice to You) which We are able to do as We are an Appointed Representative of UKGlobal Broking Group OR (ii) You order via the relevant Ordering Platform or by any other means directly from Dye & Durham (UK) Limited (formerly PSG Client Services Limited). In both instances Dye & Durham (UK) Limited (formerly PSG Client Services Limited) is a Third Party Supplier and the Dye & Durham (UK) Limited (formerly PSG Client Services Limited) TOBA https://www.psgconnect.co.uk/psg-cs-insurance-terms-of-business/ apply</p>
Insured	<p>in the context of Regulated Local Authority Search SRIP means a buyer and/or lender</p>
Intellectual Property Rights	<p>means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights</p>
Material	<p>means brochures, price lists and advertisements in any type of media We make available to You from time to time in respect of the Services</p>
Official Search	<p>means a Property search which is provided by an Appropriate Body directly or via National Land Information Service (NLIS)</p>
Optional Services	<p>means a transactional service You Order via the Ordering Platform (and which may be integrated or take you to the website / platform of the Third Party Supplier</p>
Order	<p>means any request for Services made by You or on Your behalf in respect of the same Property</p>
Ordering Platform	<p>means one of the ordering platforms made available to You as relevant to the Dye & Durham (UK) Limited party supplying Services to You</p>
Privacy Notice	<p>means the privacy notice (which includes Our data processing notice) at https://dyedurham.co.uk/privacy-policy/ or, if You place an Order as Consumer, this refers to the consumer privacy notice at clause 9.4.</p>
Property	<p>means an address or location to which the Services relate</p>
Regulated Drainage Search/ Regulated Local Authority Search	<p>means a Property search being either (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a Regulated Drainage Search) or (ii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a Regulated Local Authority Search)</p>

Third Party Product(s)	means any part of the Services which We source from a Third Party Supplier and Includes Insurance Products
Search Pack	A pre-determined combination of Regulated Searches and Third Party Product.
Services	means the supply of Regulated Searches, Optional Services or Third Party Products to You in accordance with your Order
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
SRIP	means a search report insurance policy and further details are provided in clause 6.6
Third Party Supplier Terms	means the terms and conditions of Third Party Suppliers which (i) can be found at https://poweredbypie.co.uk/documents/third-party-terms.pdf or (ii) which You have otherwise agreed to before ordering the Third Party Product or accessing the Optional Service or (iii) which apply by law to an Official Search.
Terms	means these terms and conditions of business which apply to the Services
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	refers to the entity Dye & Durham (UK) Limited (company registration number 6029390) of registered office Imperium, Imperial Way, Reading RG2 0TD. VAT registration number 897481753.
You and Your	are references to the Customer or individual, company, partnership or organisation who accesses the Ordering Platform or otherwise places an Order with Us

Dye & Durham (UK) Limited is an appointed representative of UKGlobal Broking Group Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 840855). Dye & Durham (UK) Limited is also an Introducer Appointed Representative of Dual Corporate Risks Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 312593)

1. CONTRACT

- 1.1 The contract between You and Us shall come into existence when We accept your completed Order by either sending You written confirmation or providing You with the relevant Services (“**Contract**”). Please read and check the Order before it is submitted so that any errors can be identified and corrected.
- 1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) there has been a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 You accept responsibility for ensuring that Order details relating to the Service entered into the Ordering Platform are sufficient and correct for Us to deliver the Service
- 1.4 These Terms may be varied from time to time. The Terms in force at the time of the Contract, in conjunction with any relevant Third Party Supplier Terms, the Order and the Privacy Notice (Provisions), shall govern the Contract to the exclusion of all other terms and conditions. You agree to be bound by the Provisions when You place any Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.
- 1.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our authorised agents, please ensure You ask for any variations from the Provisions to be confirmed in writing.

2. SERVICES

- 2.1 We shall use reasonable care and skill in providing the Services and shall use only those Third Party Suppliers who have agreed to relevant data processing terms and who, where applicable, comply with the Code or who adopt standards of practice and consumer protection which are comparable with the Code.
- 2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 2.3 Regulated Searches may be transferred to another firm or customer (transferee) (i.e. due to change of firm or auction sale) with the benefit of the SRIP and these terms and conditions however, we do not accept any liability to the transferee where the Regulated Search is dated more than 6 months prior to the purchase of the Property or if there has been a sale / purchase of the Property since the Regulated Search was prepared.
- 2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Third Party Products or Regulated Searches solely for internal audit/review purposes.
- 2.5 In placing the Order and formation of the Contract, You agree that We may take steps to performing the Services immediately. See clause 5 for limited provisions relating to cancellation.
- 2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.

3. PRICE AND PAYMENT

- 3.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Order. We reserve the right to express the price exclusive of VAT, but we shall show the VAT separately and include it in the total price.
- 3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the price for Insurance Products exclusive of IPT but we shall show IPT separately and include it in the total price.
- 3.3 Payment is due in full from You within 30 days from date of invoice unless varied on the invoice.
- 3.4 We reserve the right to amend prices from time to time however, Services will be charged at the price applicable at the date on which an Order is submitted.
- 3.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 3.6 Any discount, rebate or commission must be agreed in writing. You are responsible for advising your Customer of this arrangement.
- 3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. CANCELLATION OF SERVICES / REFUNDS

- 4.1 If you are a Consumer, you have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Clause 4.3.
- 4.2 This cancellation right may not apply to You as We are not obliged to cancel an Order where;
- 4.2.1 Products are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
- 4.2.2 where We have started work on the Services with Your agreement (given in Clause 2.5)
- 4.3 If you are a Consumer Your right to cancel the Contract starts on the date the Contract is formed. You have fourteen working days to cancel the Contract. If you cancel the Contract within this period, and the exceptions set out in Clause 4.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Contract.
- 4.4 To cancel the Contract You must email Us on piesupport@dyedurham.com without delay. We will advise You what we may be able to do to cancel the Order but You should be aware that as the Services are procured without delay, cancellation may not be possible where fulfilment of the Services has already started.
- 4.5 Following cancellation of the Contract (save for cancellation in accordance with Clause 4.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Clause 3.3.
- 4.6 Any refund We may make is at Our discretion.
- 4.7 Cancellation by You of part of a Search Pack will not entitle You to a refund in respect of the cancelled services. We may, at Our discretion, withhold any discount, rebate or commission We have agreed to pay You in respect of supply of Search Packs if sums due under any contract are outstanding or You have cancelled part of a Search Pack.
- 4.8 INSURANCE PRODUCTS: The cancellation provisions above vary for Insurance Products You order. Any Insurance Product may be cancelled within 14 days of the Contract start date. You should call Us on 01226 978264 or email Us at insuranceservices@dyedurham.com to discuss such cancellation.

5. EVENTS BEYOND OUR CONTROL

- 5.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

6. WARRANTIES AND LIABILITY LIMITS

- 6.1 Save as expressly provided in these Terms We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 6.2 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 6.3 Subject to Clause 6.2 We are not liable to You;
- 6.3.1 in respect of any liability (howsoever arising) due to errors in the information You supplied to Us;
- 6.3.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
- 6.3.3 in respect of liability arising from supply of Third Party Products included in the Services and You are referred to the Third Party Supplier Terms;
- 6.3.4 in respect of an Official Search. However, note here that an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist You in making a claim in this way.

- 6.4 Where an error is found in respect of the Services or should, have been identified by You (acting with reasonable care and skill), before the contract for the legal transaction relating to the Property has been exchanged and such error is solely due to Our negligence in preparing, collating and providing the Service We shall, as the sole remedy in respect of the same, provide a replacement of the erroneous Services free of charge and shall have no further liability to You / the Customer even if the supply of the replacement may cause delay or abortive transaction.
- 6.5 Subject always to the above, where an error is found in respect of the Services after the completion of the legal transaction relating to the Property, provided that the error should not have been determinable under clause 6.4, Our liability to You / the Customer in respect of Our negligence in relation to the supply of Services is covered by professional indemnity insurance and limited to £20 million per claim or series of related claims.
- 6.6 **Regulated Local Authority Search.** In respect of each Regulated Search the Insured has the benefit of a SRIP. The SRIP is provided by First Title Insurance PLC and the policy is appended to each Regulated Search. The SRIP provides cover against an Adverse Entry to the level; of (a) £2 million. Our liability to a Customer in respect of an Adverse Entry is limited to these levels of cover.
- 6.7 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Third Party Supplier Terms) do not apply to the Services.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Third Party Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 7.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Clause 8.

8. COMPLAINTS

- 8.1 See the information at the end of these Terms.

9. DATA PROTECTION

- 9.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- 9.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 9.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 9.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

10. GENERAL

- 10.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 10.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 10.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 10.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 10.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 10.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 10.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 10.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 10.9 In providing the Services We will comply with the Code as applicable.

10.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Important Consumer Protection Information

The Property Codes Compliance Board (“PCCB”) independently monitors how registered search firms maintain compliance with the Code.

The Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- Sets out minimum standards which firms compiling and selling search reports have to meet
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving You this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for You.

The Code's core principles - Firms which subscribe to the Search Code will:

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

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm’s final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
E-mail: admin@tpos.co.uk

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

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

The Group complaints procedure is as follows:

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

Complaints should be sent to The Code Compliance Officer, PSG, Ground Floor, One Capitol Court, Barnsley, S75 3TZ or email piesupport@dyedurham.com.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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

Assured Shorthold Tenancy Agreement

Provided under part 1 of the Housing Act 1988 and amended
under part 3 of the Housing Act 1996

This Agreement is dated 1st March 2024

(This date should not be inserted until all parties have signed the Agreement and want it to come into effect)

This Agreement contains the terms and obligations of the Tenancy. It sets out the legally binding obligations that will be placed upon you (the Tenant) and us (the Landlord) once the Agreement is dated above.

You should read this Agreement carefully to ensure you are prepared to agree to it all and that it contains everything you require. If you do not understand this Agreement, or anything in it, then you should ask for an explanation before signing it. Alternatively, you should consider consulting a solicitor, Citizen's Advice, or Housing Advice Centre for assistance.

Section A – Main Terms of the Tenancy Agreement

This Agreement is between us, the Landlord

Clever Living Property's LTD

and you, the Tenant (jointly and severally)

[REDACTED]

We will let out the Property at

Apartment 3, 150 Upper Parliament Street, Liverpool, L8 7LL

to you as well as any furniture, fixtures and household belongings referred to in the Inventory and Schedule of Condition.

Tenancy Type

This Agreement is an Assured Shorthold Tenancy.

Rent

You must pay £ 945 Rent in advance in total every calendar month.

The first payment of Rent must be paid by 1st March 2024

Subsequent Rent payments must be paid in advance by 1st every calendar month while the tenancy lasts.

Payment must be made in cleared funds to:

Clever Living Property's LTD

Term

The Agreement is for an initial fixed term of 12 months

commencing on 1st March 2024

If, at the end of this time we have not received from you at least one calendar months' notice, in writing, expiring on the last day of the fixed term to terminate the agreement, the tenancy will continue as a contractual periodic tenancy.

The Rental Period for the contractual periodic tenancy will be the same as those for which Rent was last payable during the fixed term of the tenancy.

This periodic tenancy will continue until you or we terminate the tenancy in accordance with clause 8.0 of this Agreement.

Permitted Occupiers

In addition to you, only the following Permitted Occupiers are allowed to live in the Property
Wife

Nobody else is allowed to live in the Property without our written permission.

Shared Facilities

The Property is let along with any Contents listed in the Inventory and Schedule of Condition provided to you.
You are also entitled to use the following shared facilities while you let the Property:

Communal area and meter cupboard

If you are allocated parking it is N/A

Utilities

You and we agree:

<input checked="" type="checkbox"/>	Water charges:	you	are responsible for paying
<input type="checkbox"/>	Gas:		are responsible for paying
<input checked="" type="checkbox"/>	Television licence:	you	are responsible for paying
<input checked="" type="checkbox"/>	Broadband:	you	are responsible for paying
<input checked="" type="checkbox"/>	Council Tax (or similar charge which replaces it):	you	are responsible for paying
<input checked="" type="checkbox"/>	Electricity:	you	are responsible for paying
<input checked="" type="checkbox"/>	Telephone:	you	are responsible for paying
<input checked="" type="checkbox"/>	Other: Landlord's insurance	we	are responsible for paying

Where you are responsible for paying a bill, this includes contacting the local billing authority or the provider of the service to ensure they are aware that you are liable for paying these bills.

Security Deposit

The Deposit of £ 945 must be paid in full to us

by 1st March 2024

It will be protected within a Government approved deposit scheme within 30 days of receipt in accordance with clause 5.0 of this Agreement.

Right to rent

It is a condition of this tenancy that you and anyone living in the Property must have a 'right to rent' as set out in Section 22 of the Immigration Act 2014.

Contact details

If you need to contact us then you can

Write to us at: [REDACTED]

Email us at: [REDACTED]

Phone us at: [REDACTED]

If we need to contact you via email we will do so at:

Name	Email address
[REDACTED]	[REDACTED]

Section B - Definitions

"Agent" means a company or person who has been engaged by us to manage the Property on our behalf, or anyone who subsequently takes over the rights and obligations of our Agent.

"Contents" means anything provided by us as stated in the Inventory including but not limited to white goods, furniture, cutlery, utensils, implements, tools, equipment or the Fixtures and Fittings.

"Emergency" means where there is a risk to life or damage to the fabric of the Property or the Contents.

"Fixtures and Fittings" includes references to any fixtures, fittings, furnishings, effects, floor, ceiling or wall coverings.

"Inventory" is the document drawn up by us, our Agent, or an inventory clerk, which will be given to you on or shortly after the commencement of the Tenancy. It describes the Contents of the Property as provided by us. It may include a Schedule of Condition, written report, photos or videos to record the Contents and condition of the Property or Contents. It may include meter readings.

"Jointly and Severally Liable" means where there are two or more Tenants, you will each be responsible for complying with the obligations in this Agreement both individually and together. We may seek to enforce these obligations or claim damages in any sum against any one or more of you entirely at our discretion.

"Landlord" includes anyone entitled to possession of the Property on the ending of this Agreement as well as their successors in title or assignees.

"Permitted Occupier" means a person who is not a party to the Tenancy, and for the avoidance of doubt is not a Tenant. They have no rights to the Property but have been granted permission to occupy the Property as a guest for a period of time during this Tenancy by the Landlord.

"Property" includes any part or parts of the building boundaries, fences, garden and outbuildings belonging to us unless they have been specifically excluded from this Agreement. Where the Property is part of a larger building, Property includes a right to use the common access ways and shared facilities to access and enjoy the Property only.

"Rental Period" means the time between Rent due dates. For example if the Tenancy is weekly and Rent is due on a Wednesday, the Rental Period will be from Wednesday to Tuesday. If the Tenancy is monthly and Rent is due on the 10th of each month, the Rental Period will be from the 10th to the 9th of the following month.

"Schedule of Condition" is a summary of the condition of the Property or Contents and usually includes a description of any faults, damage or missing items.

"Superior Lease" sets out the promises we have made to our superior landlord. You will also be bound by these promises if you have prior knowledge of them. The superior landlord is the person who owns the interest in the Property or some larger building that the Property sits within, giving them the right to possession of the Property at the end of our lease.

"Tenancy" means the time between the commencement and the termination of this Agreement including any extensions or renewals that may have been granted to you by us.

"Us" "our" "we" means the Landlord.

"Working Day" does not include Saturdays, Sundays and Bank Holidays.

"You" "your" means the Tenant.

References to the singular include the plural and references to the plural include the singular.

Section C – Terms and Conditions

We let the Property together with the Contents to you for the Tenancy on the letting terms set out in this Agreement as supplemented by any addendum to this Agreement.

1.0 General Terms

- 1.1 Where there is more than one Tenant you are all Jointly and Severally Liable for the obligations contained within this Agreement.
- 1.2 You must make reasonable efforts to ensure that anyone in your household or any visitors to the Property do not breach the terms of this Agreement.
- 1.3 Where we have provided you with a copy of a Superior Lease setting out the promises we have made to our superior landlord, you agree that you will also be bound by these promises, excepting any payments which we are responsible for making under the Superior Lease.

2.0 You Must:

Rent and Other Payments

- 2.1 Pay the Rent on the days and in the way we have agreed.
- 2.2 Pay the charges for Council Tax (or any similar charge which replaces it) and Utilities and other relevant suppliers that you are responsible for under this Agreement.

- 2.3 Pay us, all reasonable losses, fees, damage costs and expenses incurred by us which we incur:
- in recovering from you of any Rent and any other money which is in arrears;
 - the service of any notice relating to the breach by you of any of your obligations under this Agreement whether or not the notice results in court proceedings;
 - the cost of any bank or other charges if any cheque written by you is dishonoured or if any standing order or any other payment method is withdrawn by your bankers;
 - as a result of any of your breaches of this agreement or in enforcing any provision of this Agreement, including those for seeking possession of the Property.
- 2.4 Pay interest at the rate of 3% above the Bank of England base rate upon any Rent or other monies due under this Agreement which is more than 14 days in arrears in respect of the date from when it became due to the date of payment.

Utilities

- 2.5 Inform us if you change supplier where you are responsible for paying a Utility.
- 2.6 Not change the supplier where we are responsible for paying a Utility.
- 2.7 Not change the utility meters for the Property without our written permission (which will not be unreasonably withheld). If you do, we reserve the right to require you to change the meter back to its original state at the end of the Tenancy at your cost.

Use of the Property

- 2.8 Occupy the Property as your only or main home and behave in a tenant like manner.
- 2.9 Take reasonable care of the Property, and common parts (if any).
- 2.10 Take all reasonable steps not to block or cause a blockage to the drains and pipes, gutters and channels in or about the Property.
- 2.11 Take all reasonable precautions to prevent condensation and or mould growth by keeping the Property adequately ventilated and heated.
- 2.12 Take all reasonable precautions to prevent damage occurring to any pipes or other installations in the Property that may be caused by frost.
- 2.13 Arrange suitable contents insurance which you require for your own belongings. We will have no liability to insure any items belonging to you
- 2.14 Repair any damage that you have done deliberately or that was caused by the neglect or carelessness of you or anyone else living in or visiting the Property. This includes repairing damage caused in this way to the Property, Fixtures and Fittings, Contents and, if it applies, the building in which the Property is located and any common parts.
- If we give you written notice to repair damage caused in this way, you agree to carry out the repair within one month of the date of the given notice.
- 2.15 Only park in the space allocated to you in this Agreement.
- 2.16 Not use your allocated parking for any purpose other than for the storage of a private motor car or motor bike without our written permission.
- 2.17 Not assign, take a lodger, sublet, part with or transfer to another person possession of the Property, or any part of it, without our written permission. If you do (even if we have given permission) you will be legally responsible for carrying out a fully compliant 'right to rent checks' as set out in Section 22 of the Immigration Act 2014 on any sub-tenants or other people living in the Property.
- 2.18 Not use the Property as anything other than a private home. However, this does not prevent you working at home as long as you are not using the Property to run a business and your home working is purely incidental to using the Property as your private home and as long as this use is not forbidden under the terms of the Superior Lease.
- 2.19 Not harass or act in an antisocial manner to, or pursue a course of antisocial conduct against any person in the neighbourhood. Such people include residents, visitors, us, our Agents and contractors.

In particular, but not exclusively, you must not:

- make excessive noise;
- fail to control pets properly or allow them to foul or cause damage to other people's property;
- allow other occupiers or visitors to the Property (including children) to cause a nuisance;
- use the Property or allow it to be used, for illegal or immoral purposes;
- vandalise or damage the Property or any part of the common parts (if any) or neighbourhood;
- leave rubbish and recycling either in unauthorised places or at inappropriate times;
- harass, threaten or assault any other tenant, member of his/her household, visitors, neighbours, us, our family members or our employees or our Agent, or any other person or persons in the Property, or neighbourhood, for whatever reason. This includes behaviour due to that person's race colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief, or other status;
- use or carry offensive weapons;
- use, sell, cultivate or supply unlawful drugs or sell alcohol; and

- store or bring onto the Property any type of firearm or firearm ammunition including any replica or decommissioned firearms.

2.20 Not bring into the Property any furniture, or electrical equipment or other items which might be a hazard or cause damage or injury to the Property or to other occupants in the Property.

2.21 Not introduce into the Property any dangerous or flammable goods, materials, or substances, apart from those required for general household use or store any heating fuel, paraffin or bottled gas or other gaseous fuel without our written permission.

2.22 Not smoke tobacco or any other substance in the Property without our written permission. For the avoidance of doubt nicotine staining is not considered to be fair wear and tear.

2.23 Not bring any animals or birds into the Property without our written permission. Once granted, we can withdraw this permission at any time if we have a good reason.

2.24 Not put any damaging oil, grease or other harmful or corrosive substance into the washing or sanitary appliances or drains.

2.25 Not damage any common parts that you have access to in addition to the Property.

2.26 Not obstruct the fire escape or common parts (if any). Any obstructions may be removed by us or our Agent.

2.27 Not allow children to play in the fire escapes or common parts (if any).

2.28 Not do anything that would lead to the Property requiring licensing by a local authority if it is not already so licensed or which would lead to a condition of or a statutory obligation associated with any such licence being breached.

Leaving the Property Empty

2.29 Lock all the doors and windows and put the burglar alarm on (if there is one) whenever you leave the Property unattended.

2.30 Tell us if the Property is going to be empty for more than seven days in a row.

2.31 Flush through any water systems following any period where the Property is left unoccupied by running all taps and showers to remove any stagnant water.

2.32 Not leave the Property empty for more than 28 days under any circumstances.

Condition of Property

2.33 Keep the interior of the Property including the Fixtures and Fittings and the Contents in the same condition, cleanliness, repair and decoration as at the commencement of the Tenancy (fair wear and tear excepted) and to carry out those jobs that you would reasonably be expected to carry out including but not limited to the cleaning of any sanitary appliances, shower wastes and windows as often as necessary.

2.34 Notify us as soon as reasonably possible of any defect in the Property which comes to your attention.

2.35 Replace any light bulbs, fluorescent tubes, or batteries, promptly and when necessary.

2.36 Keep the exterior free from rubbish and recycling and place all rubbish and recycling receptacles in the allocated space for collection on the day for collection. Rubbish and recycling receptacles should be returned to their normal storage places as soon as possible after rubbish and recycling has been collected.

2.37 Take proper care of the shared facilities (if any) and clean as appropriate after use.

2.38 Keep the garden tidy and cut any grass regularly, but you do not have to improve the garden.

2.39 Inspect any smoke or carbon-monoxide alarms in the Property regularly, replacing any batteries if necessary.

2.40 Tell us as soon as possible if a fault arises in the smoke or carbon-monoxide alarms.

2.41 Not remove any of the Contents from the Property without our written permission (which will not be unreasonably withheld).

2.42 Not make any alteration or addition to the Property or the electric, gas or plumbing system or decorate or change the style or colour of the decoration whether it be internal or external, or to erect and or install any aerial, satellite dish or cable television without our written permission (which will not be unreasonably withheld). Any request for adaptations, auxiliary aids or services in terms of the Equality Act 2010 must be made in writing to us.

2.43 Not damage the Property, the Fixtures and Fittings, the Contents or the electric, gas, or plumbing system.

Letters and Notices

2.44 Forward any notice, order, proposal or legal proceedings affecting the Property or its boundaries to us promptly upon receipt of any notice, order, proposal or legal proceedings.

2.45 Forward all correspondence addressed to the Landlord at the Property to us within a reasonable time.

Access to the Property

2.46 Allow us, our Agent, or our contractors to come into the Property at all reasonable hours of the day to inspect the condition of the Property, carry out repairs or improvements, or perform any other obligations that we must carry out by law. We will give you at least 24 hours' written notice if we are going to enter the Property.

2.47 Let us enter the Property immediately if there is an emergency.

2.48 Allow possible new tenants, valuers and buyers access to the property (on at least 24 hours' written notice) during the tenancy.

Key and Alarm Codes

2.49 Permit us and our Agent to hold a set of keys or any other security devices necessary for the purpose of entering the Property in an Emergency.

2.50 Not change the alarms codes, door locks and or have any duplicate keys cut without our written permission. Should you lose your keys or other security devices needed to access the Property, you will be liable to meet our reasonable costs for replacement including the costs of fitting any new locks that are necessary.

Occupier's Liability

2.51 Verify the suitability of the Property for you and members of your household including but not limited to any gardens, fences, ponds or outbuildings, especially in relation to the safety of pets and young children.

2.52 Take reasonable steps to protect guests and other visitors (especially children) from any hazards at the Property, for example but not limited to ponds, swimming pools, fences and electric gates.

3.0 We Agree to:

3.1 Allow you to quietly possess and enjoy the Property during the Tenancy without interruption from us.

3.2 Pay all assessments and outgoings in respect of the Property which are our responsibility.

3.3 Ensure that any gas supply and appliances supplied by us comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended).

3.4 Ensure that any electrical installations in the Property comply with the Electrical Safety Standards in the Private Rented Sector (England) Regulations 2020

3.5 Ensure that any furniture and equipment supplied by us comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended).

3.6 Take reasonable steps to ensure that the Property complies with the Homes (Fitness for Human Habitation) Act 2018.

3.7 Keep the gas, water, electricity, room-heating and water-heating installations in good repair and proper working order.

3.8 Keep in repair all mechanical and electrical appliances which form part of the Contents (unless specifically excluded), unless the fault and or failure is due to your act or failure to act.

3.9 Pay the service charges that we are responsible for as specified in this Agreement and or ground rent, if applicable.

3.10 Keep the Property insured against fire and other usual comprehensive risks as long as insurance cover is available on reasonable terms.

4.0 At the end of the Tenancy

4.1 At the end of the Tenancy you agree to:

- give up the Property with full vacant possession;
- give up the Property and the Contents and our Fixtures and Fittings in as good a condition as at the start of the tenancy (apart from fair wear and tear) and free from rubbish;
- allow us or our Agent to enter the Property with a surveyor for the purposes of carrying out an inspection;
- leave the Contents in the same position that they were in at the commencement of the Tenancy;
- return all sets of keys and other security devices to us and pay reasonable costs of having replacement locks or other security devices fitted in the event that they are not all returned to us;
- remove all personal belongings including food and other perishable items; and
- provide us or our Agent with a forwarding address at the end of the Tenancy for ease of administration and communication between both parties including the ease of return of the Deposit.

4.2 You agree to allow us to erect a 'to let' or 'for sale' sign at the Property during the last two months of the Tenancy.

4.3 At the end of the Tenancy you will be invited to a check-out inspection at a mutually agreed time to assess the condition of the Property compared to the original Inventory and Schedule of Condition. Should you fail to keep to this mutually agreed appointment then you agree to pay us, or our Agent, for any costs incurred in arranging a second check-out appointment. If you do not keep the second appointment, any assessment of the condition of the Property made by the Landlord or the Landlord's Agent shall be final and binding.

4.4 We will remove, store, sell or otherwise get rid of any furniture or goods which you refuse to remove or fail to remove from the Property at the end of the Tenancy. Normally we will store your furniture or goods for a minimum of 14 days after the end of the Tenancy. However, we may dispose of any perishable, harmful or unpleasant items and also any items which reasonably appear to us to be waste or refuse without having to store them. Other items which have to be stored may be disposed of by us after this 14 days period where we reasonably consider them not to be worth selling because they are of little or no value (taking into account the costs likely to be incurred and the practicalities involved). Any remaining items will not be sold or got rid of without us first contacting you to notify you or if we are unable to do so after taking reasonable steps to try to contact you. You will be responsible for reasonable costs which we may have because of this. Likewise, we may make reasonable charges for storage. We are entitled to take the costs for storage from any money made from selling furniture or goods

5.0 The Deposit

5.1 The Deposit will be held by us _____.

5.2 The Deposit will be protected in a government-approved tenancy deposit scheme, namely mydeposits (insured scheme) _____.

We can transfer the Deposit to another government-approved tenancy deposit scheme or change the person who holds the Deposit (unless it has been paid into a government-approved custodial tenancy deposit scheme). If we do this, we will inform you in writing.

5.3 You will not receive interest on the Deposit unless it is paid into a custodial tenancy deposit scheme. If it is paid into a custodial tenancy deposit scheme, you will receive any interest that may be due under the scheme's terms and conditions.

5.4 You will get the deposit back when this agreement ends and you leave the Property, as long as you have kept to all the conditions of this Agreement. If you do not do so, we may take from your deposit:

- Any rent or other money due or payable by you under this Agreement of which you have been made aware and which remains unpaid after the end of the Tenancy;
- The reasonable costs incurred in compensating us for, or for rectifying or remedying any breach by you of your obligations under this Agreement, including but not limited to, those relating to the cleaning of the Property or its Fixtures or Fittings and the removal or storage of any goods that you leave or refuse to remove at the end of the Tenancy;
- Any unpaid accounts or charges for electricity, gas, phone, water, communication services and council-tax incurred at the Property that you are responsible for paying under this Agreement where we have incurred a loss as a result of your failure to pay.
- Any damage, or compensation for damage, to the Property and or its Fixtures and Fittings and or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the Tenancy, insured risks and repairs that are our responsibility.

5.5 If the Deposit is insufficient you shall pay us such additional sums as shall be required to cover all costs, charges and expenses properly due.

5.6 If you are all content to appoint a lead tenant for the purposes of managing the Deposit,

_____ is chosen to deal with the Deposit on your behalf (jointly and individually) and on behalf of anyone who is not a tenant who paid towards the Deposit. As soon as is practicable at the end of the Tenancy, we will return any Deposit (minus any agreed deductions or money still in dispute) directly to the lead tenant to be allocated as they see fit.

Where no lead tenant is agreed, as soon as is practicable at the end of the Tenancy, we will return the Deposit minus any agreed deductions or money still in dispute. A proportion of the deposit will be allocated to each tenant or person paying towards the Deposit individually. This proportion will be based on the respective amounts of the Deposit paid by them at the start of the Tenancy, minus a proportion of any agreed deductions or money still in dispute.

5.7 If someone else has paid towards the Deposit other than a Tenant, then you must provide their name and address below. Otherwise, you confirm that the only people who have paid towards the Deposit are Tenants.

Name	Address

6.0 Effect of Termination

6.1 Termination of this Agreement ends the Tenancy but does not release you from any outstanding obligations or from any obligation which you breached prior to termination.

7.0 Serving notices and other prescribed information

7.1 If we need to serve any notice on you, including any notice which the law tells us we must give, we will deliver it by hand or send it to you by first-class post to the Property address. This means that notices are served on you once they are put through your letter box, even if you do not receive them because you have moved. If you give us another address to send notices to, any notice served at that address will be valid, if it is posted by first-class post or left at that address.

7.2 You agree that the How to Rent Guide, Gas Safety Inspection Report, Electrical Installation Condition Report, Energy Performance Certificate, and Prescribed Information in relation to the government approved tenancy deposit scheme may be served on you as in clause 7.1 above or via email to the email address(es) you provided on page 2 of this Agreement.

7.3 Any notices you need to serve on us can be sent by first class post or delivered to our address at:

34 Layfield Crescent, London, NW4 3UL

Alternatively you may email notices to:

nickbeader@hotmail.co.uk

7.4 Any notices sent in accordance with clause 7 will be deemed to have been received:

- In the case of first class post, two working days after service;
- In the case of email, on the next Working Day;
- If the notice is left at the Property before 4:30 PM on a Working Day, on the same day;
- If the notice is left at the Property at any other time, on the next Working Day.

8.0 Ending the tenancy

8.1 To end the periodic continuation of the tenancy you must provide us with written notice you intend to leave to the address or the email address provided in clause 7.3 of this Agreement.

The notice must end on the last day of the Rental Period and must be of sufficient length to be considered valid. This means that for tenancies where the Rent is paid weekly, fortnightly or four-weekly, the notice period must be at least 28 days in length. Where the Rent is paid monthly the notice must be at least one calendar month in length.

8.2 We have the right to recover possession of the Property by lawful means if:

- you fail to pay us rent 14 days after it is due, whether you have been asked for it or not;
- you (or any of you) become bankrupt;
- any of the grounds listed in Schedule 2 of the Housing Act 1988 apply (these include not paying rent, breaking a term of the tenancy and causing a nuisance or annoyance);
- the arrangements for us to repossess the Property in section 21 of the Housing Act 1988 apply;
- The tenancy is not at that time an assured tenancy (including a shorthold) (for example it is no longer the only or main home of the tenant or at least one of them where the tenancy is a joint tenancy);

This clause does not affect your rights under the Protection from Eviction Act 1977.

8.3 If you give us notice that you are going to leave the Property before the fixed term of this Agreement has ended, you must pay our reasonable costs for reletting the Property and continue to pay the rent in advance for each rent period until a new tenant moves in. We do not have to take the Property or the Tenancy back from you early unless we want to do so.

8.4 We give you notice that the Property may be repossessed under Ground 1 or Ground 2 in Schedule 2 to the Housing Act 1988.

9.0 Special Conditions

9.1 There is a £240.00 inc VAT emergency cleaning charge payable to us on ending this tenancy if the property is not presented back to the landlord in a condition consistent with the check-in photos provided to the tenant.

9.2 There is a six month break clause that applies to this tenancy. Either party can terminate the tenancy at the end of the six month period from tenancy commencement. This will need to be presented with a one (1) month notice of termination before the sixth month has elapsed."

9.3 The tenant must ensure that their agreed utility bills are paid and accounts closed before any deposit is returned at the end of their tenancy.

Signed as an Agreement



Between us, the Landlord

Signature 

Name of Signatory Mr Nicky Beader Landlord

Date 01/03/2024

And you, the Tenant

Name	Signature	Date
		14/03/2024



6 March 2024

Your ref
CLE518-0005

Our ref
MS300534 /OC/234

HM Land Registry
Durham Office
PO Box 75
Gloucester
GL14 9BD

DX 321601 Gloucester 33
Tel 0300 006 0010
Fax NA
Email durham.office@landregistry.gov.uk
www.gov.uk/land-registry

Official copy/copies

HM Land Registry payment ref 06/03 Z0BR4JCQ
Fee debited £6.00

The official copy/copies of the document(s) you applied for is/are enclosed.

Please contact the HM Land Registry Office named if you have any questions about the enclosed official copy/copies.

11 MAR 2024

CLE518-0005

BLACK NORMAN SOLICITORS
DX 20403
Crosby





Official copy of register of title

Title number MS300534

Edition date 12.02.2009

- This official copy shows the entries in the register of title on 6 March 2024 at 10:45:23.
- 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 6 March 2024.
- 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 www.gov.uk/land-registry.
- This title is dealt with by HM Land Registry Durham Office.

A: Property register

This register describes the land and estate comprised in the title.

MERSEYSIDE : LIVERPOOL

- 1 (28.02.1990) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 150 Upper Parliament Street, Liverpool (L8 7LG).

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 (26.11.2002) PROPRIETOR: HARVEY DEVELOPMENTS (LIVERPOOL) LIMITED (Co. Regn. No. 04247634) of 150 Upper Parliament Street, Toxteth, Liverpool L8 7LG.
- 2 (26.11.2002) The price stated to have been paid on 30 September 2002 was £35,000.

C: Charges register

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

- 1 (12.03.2004) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto. The leases grant and reserve easements as therein mentioned.

NOTE: Each lease is referenced by edging and numbering in blue on the supplementary plan to the title plan unless otherwise stated in the schedule of leases.



C: Charges register continued

- 2 (03.05.2005) By a Deed dated 21 February 2005 made between (1) Harvey Developments (Liverpool) Limited (2) 150 Upper Parliament Street Management Limited and (3) Paul Raymond Carr and Susan Margaret Carr the terms of the Lease dated 23 February 2004 of were varied to grant the exclusive right to use the car parking space edged and numbered 12 in blue on the title plan referred to in the schedule of leases hereto were varied.

NOTE: Copy Deed filed under MS506249.

- 3 (12.02.2009) By a Debenture dated 27 June 2003 made between (1) The Governor and Company of the Bank of Ireland and (2) Harvey Developments (Liverpool) Limited the land is charged as security for the moneys therein mentioned. The charge is expressed to be by way of floating security but not so as to permit the creation of charges in priority thereto or *pari passu* therewith except as therein mentioned.

NOTE: Copy filed.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	12.03.2004 1	Apartment 3, (ground floor)	05.02.2004 250 years from 5.2.2004	MS485662
2	15.03.2004 2	Apartment 4, (first floor)	05.02.2004 250 years from 5.2.2004	MS485774
3	17.03.2004 3	Apartment 8, (second floor)	02.02.2004 250 years from 2.2.2004	MS485900
4	17.03.2004 4	Apartment 5, (first floor)	02.02.2004 250 years from 2.2.2004	MS485904
5	17.03.2004 5	Apartment 11, (third floor)	05.02.2004 250 years from 5.2.2004	MS485908
6	17.03.2004 6	Apartment 6, (first floor)	06.02.2004 250 years from 6.2.2004	MS485913
7	17.03.2004 7	Apartment 12, (third floor)	05.02.2004 250 years from 5.2.2004	MS485914
8	17.03.2004 8	Apartment 10, (third floor)	02.02.2004 250 years from 2.2.2004	MS485917
9	17.03.2004 9	Apartment 9, (second floor)	06.02.2004 250 years from 6.2.2004	MS485920
10	24.03.2004 10	Apartment 2, (ground floor)	04.02.2004 250 years from 4.2.2004	MS486199

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
11	05.04.2004 11	Apartment 7, (second floor)	23.02.2004 250 years from 23.2.2004	MS486760
12	03.05.2005 13	Apartment 1, Upper Parliament Street, (ground floor)	23.02.2004 250 years from 23.2.2004	MS506249

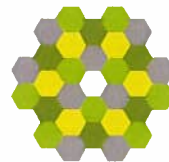
NOTE: See entry in the charges register relating to a Deed of Variation dated 21 February 2005

End of register



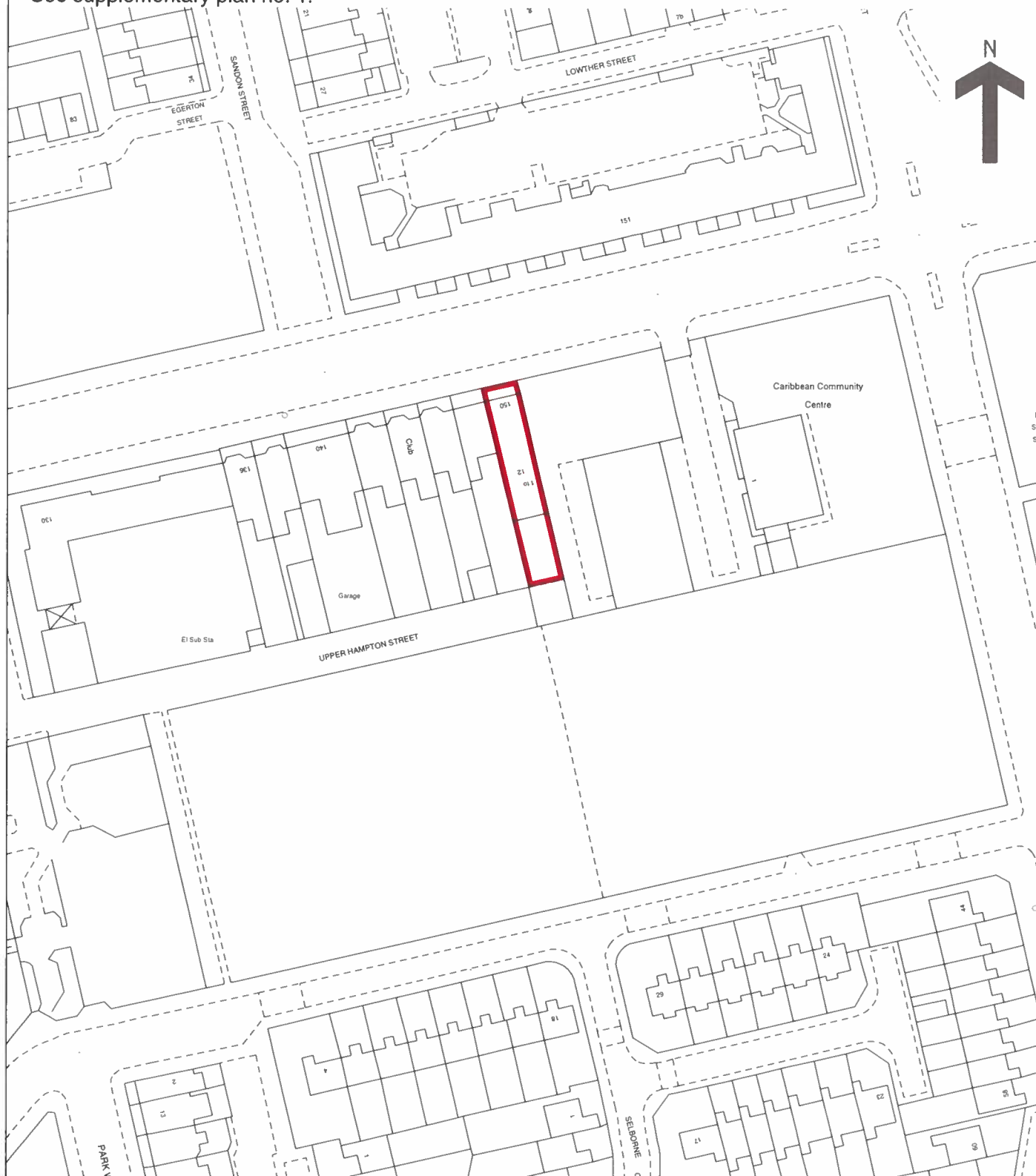
HM Land Registry Official copy of title plan

Title number **MS300534**
Ordnance Survey map reference **SJ3689SW**
Scale **1:1250**
Administrative area **Merseyside: Liverpool**



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See supplementary plan no. 1.



This official copy issued on 6 March 2024 shows the state of this title plan on 6 March 2024 at 10:45:23.

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.

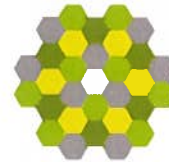
This title is dealt with by HM Land Registry, Durham Office.



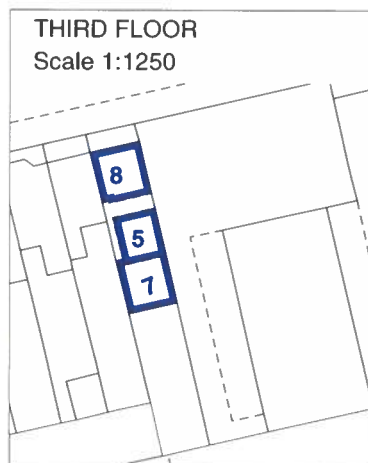
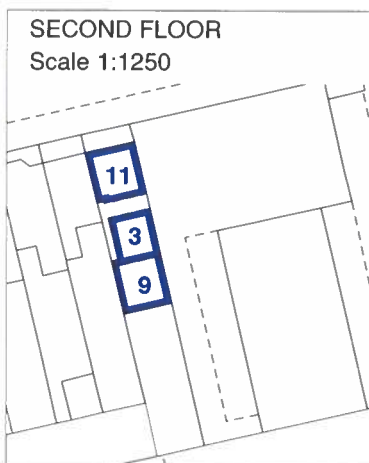
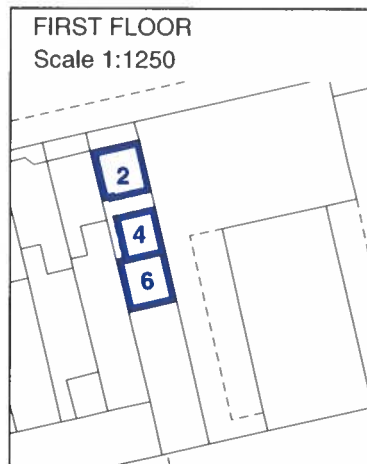
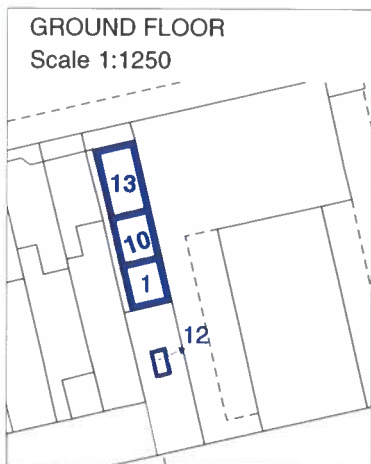
0 7 1 4 0 1 3 0 0 5

HM Land Registry Supplementary plan

Title number **MS300534**
Ordnance Survey map reference **SJ3689SW**
Scale **1:1250**
Administrative area **Merseyside: Liverpool**



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Supplementary plan no.1.



This 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.



0 7 1 4 0 1 2 0 0 5

REPORT DETAILS:

Requested by:
Prospect House, Riverside Drive, Liverpool, Merseyside, L3 4DB

Date:
16 August 2023

Case Number:
3553704

Property Address:
Apartment 3, 150, Upper Parliament Street, Liverpool, L8 7LL

Search Number:
9402558

Reference Number:
**# SK Flat 3 150 Upper
Parliament Street 14/09**

CHARGES & REGULATIONS SUMMARY

LOCAL LAND CHARGES 4 IDENTIFIED 🔍

PLANNING REGISTER ENTRIES 3 IDENTIFIED 🔍

BUILDING REGULATIONS 2 IDENTIFIED 🔍

1. PLANNING & BUILDING REGULATIONS

1.1 PLANNING & BUILDING DECISIONS & PENDING APPLICATIONS 4 IDENTIFIED 🔍

1.2 PLANNING DESIGNATION & PROPOSALS 1 IDENTIFIED 🔍

2. ROADS & PUBLIC RIGHTS OF WAY

2.1 ROADWAYS, FOOTWAYS & FOOTPATHS 1 IDENTIFIED 🔍

2.2 / 2.3 / 2.4 / 2.5 PUBLIC RIGHTS OF WAY NONE IDENTIFIED -

3. OTHER MATTERS

3.1 LAND REQUIRED FOR PUBLIC PURPOSES NONE IDENTIFIED -

3.2 LAND TO BE ACQUIRED FOR ROADWORKS NONE IDENTIFIED -

3.3 DRAINAGE MATTERS NONE IDENTIFIED -

3.4 / 3.5 / 3.6 ROADWAY, RAILWAY & TRAFFIC SCHEMES NONE IDENTIFIED -

3.7 OUTSTANDING NOTICES 1 IDENTIFIED 🔍

3.8 CONTRAVENTION OF BUILDING REGULATIONS NONE IDENTIFIED -

3.9 NOTICES, ORDERS, DIRECTIONS & PROCEEDINGS UNDER PLANNING ACTS 1 IDENTIFIED 🔍

3.10 COMMUNITY INFRASTRUCTURE LEVY (CIL) NONE IDENTIFIED -

3.11 CONSERVATION AREA 1 IDENTIFIED 🔍

3.12 COMPULSORY PURCHASE NONE IDENTIFIED -

3.13 CONTAMINATED LAND NONE IDENTIFIED -

3.14 RADON GAS NONE IDENTIFIED -

3.15 ASSETS OF COMMUNITY VALUE NONE IDENTIFIED -



Registering Authority(ies):
Liverpool City Council

LEGEND:

✔ No Results 🔍 Refer to relevant question

Search supplied by and all queries to:

Dye & Durham (UK) Limited
Ground Floor, 1 Capitol Court,
Dodworth, Barnsley,
South Yorkshire, S75 3TZ

📞 0800 038 8350

✉ uksearchsupport@dyedurham.com

🌐 www.dyedurham.co.uk

Report Details:

CHARGES & REGULATIONS SUMMARY:

▶ LOCAL LAND CHARGES

4 IDENTIFIED



1. CLEAN AIR ACT 1993 – SECTION 18
SMOKE CONTROL ORDER
REGISTERED 15/05/2003

2. PLANNING (LISTED BUILDINGS & CONSERVATION AREAS) ACT 1990 - SECTION 69(4)
CANNING STREET CONSERVATION AREA
REGISTERED 22/12/1971

3. BUILDING ACT 1984 - SECTION 78
SFC/PTBS/009760
REMOVE CONDITIONS OF IMMEDIATE DANGER
AMOUNT £1,278.69 - INTEREST MAY BE PAYABLE ON THIS CHARGE
AMOUNT PAYABLE PER APARTMENT £169.08 - THE CHARGE HAS BEEN DIVIDED BETWEEN THE NO.12 FLATS
REGISTERED 29/05/2002

4. TOWN & COUNTRY PLANNING (GENERAL PERMITTED DEVELOPMENT) ORDER 1995
NO PERMITTED DEVELOPMENT / ARTICLE 4 - TO REMOVE PERMISSION FOR HOUSES OF MULTIPLE OCCUPATION (HMO)
DATED 19/03/2021

▶ PLANNING REGISTER ENTRIES

3 IDENTIFIED



The local authority makes Planning information records readily available from 01 January 1974 only. The records have been searched back to that date.

1. L259660 TO EXTEND THE MERSEYSIDE CARIBBEAN COUNCIL PREMISES BY THE INCLUSION & LAYING OUT OF LAND AS A GAMES AREA & CAR PARK INCLUDING FRONTAGE LANDSCAPING
PG/C 17/01/1983

2. 01C/1776 TO DEMOLISH BUILDING
PG/C 06/11/2001

3. 01F/1777 TO ERECT NO.12 FLATS & TO LAYOUT NO.5 PARKING SPACES & HARD LANDSCAPING TO REAR
PG/C 06/11/2001

▶ BUILDING REGULATIONS


2 IDENTIFIED



The local authority makes Building regulation information records readily available from 01 January 2002 only. The records have been searched back to that date.

1. DEM/0027/02 DEMOLITION OF FORMER CLUB
DATED 10/04/2002

2. 03/1068/FP NO.12 NEW BUILD FLATS
PG 07/07/2003

 **Additional Information**

PLEASE NOTE THE FOLLOWING INFORMATION: PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS DO NOT FALL WITHIN THE SCOPE OF THIS REPORT

1. PLANNING & BUILDING REGULATIONS

▶ **SECTION 1.1 PLANNING & BUILDING DECISIONS & PENDING APPLICATIONS**

4 IDENTIFIED



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

1.1(A) A Planning Permission

SEE CHARGES & REGULATIONS SUMMARY – PLANNING REGISTER ENTRIES

1.1(B) A Listed Building Consent

NONE SINCE 01/01/1974

1.1(C) A Conservation Area Consent

NONE SINCE 01/01/1974

1.1(D) A Certificate Of Lawfulness Of Existing Use Or Development

NONE SINCE 01/01/1974

1.1(E) A Certificate Of Lawfulness Of Proposed Use Or Development

NONE SINCE 01/01/1974

1.1(F) A Certificate Of Lawfulness Of Proposed Works For Listed Buildings

NONE SINCE 01/01/1974

1.1(G) A Heritage Partnership Agreement

NONE SINCE 01/01/1974

1.1(H) A Listed Building Consent Order

NONE SINCE 01/01/1974

1.1(I) A Local Listed Building Consent Order

NONE SINCE 01/01/1974

1.1(J) Building Regulations Approval

SEE CHARGES & REGULATIONS SUMMARY – BUILDING REGULATIONS

1.1(K) A Building Regulation Completion Certificate And

THE OWNER / OCCUPIER / DEVELOPER SHOULD BE ASKED TO PRODUCE SUCH A CERTIFICATE IF APPLICABLE

1.1(L) Any Building Regulations Certificate Or Notice Issued In Respect Of Work Carried Out Under A Competent Person Self-Certification Scheme?

NONE SINCE 01/01/2002

COMPETENT PERSON SELF-CERTIFICATION SCHEME REGISTRATIONS ARE NOT CONSISTENTLY & RELIABLY REGISTERED WITHIN THE COUNCIL RECORDS, THEREFORE PLEASE REFER TO THE VENDOR FOR FURTHER INFORMATION

How Can Copies Be Obtained?

BY CONTACTING YOUR LOCAL PSG OFFICE

Informative Information

THIS REPLY DOES NOT COVER PLANNING DATA RELATING TO PROPERTIES IN THE IMMEDIATE VICINITY OF THE SUBJECT PROPERTY. SHOULD PLANNING INFORMATION BE REQUIRED FOR A 'VICINITY PROPERTY', THIS CAN BE OBTAINED BY COMMISSIONING A SEPARATE LOCAL AUTHORITY SEARCH ON SAID PROPERTY.

THE RESULT OF PLANNING DATA MAY NOT BE SPECIFIC TO ADDRESS SEARCHED AND MAY NOT ALWAYS INCLUDE FULL PLANNING LIST FOR A SITE, THIS CAN OCCUR WHEN A PROPERTY HAS PREVIOUSLY BEEN KNOWN BY A DIFFERENT NAME.

THE OWNER OR DEVELOPER SHOULD ALWAYS BE ASKED FOR EVIDENCE OF BUILDING CONTROL COMPLIANCE.

▶ SECTION 1.2 PLANNING DESIGNATION & PROPOSALS

1 IDENTIFIED



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?

LIVERPOOL UNITARY DEVELOPMENT PLAN ADOPTED 2022

PRIMARILY RESIDENTIAL AREA

CONSERVATION AREA

2. ROADS & PUBLIC RIGHTS OF WAY

▶ SECTION 2.1 ROADWAYS, FOOTWAYS & FOOTPATHS

1 IDENTIFIED



2.1(A) Highways Maintainable At Public Expense

UPPER PARLIAMENT STREET - YES

UPPER HAMPTON STREET - YES

2.1(B) Subject To Adoption And, Supported By A Bond Or Bond Waiver

NONE

2.1(C) To Be Made Up By A Local Authority Who Will Reclaim The Cost From The Frontagers

NONE

2.1(D) To Be Adopted By A Local Authority Without Reclaiming The Cost From The Frontagers

NONE

▶ SECTION 2.2 / 2.3 / 2.4 / 2.5 PUBLIC RIGHTS OF WAY

2.2 Is Any Public Right Of Way Which Abuts On, Or Crosses The Property, Shown On A Definitive Map Or Revised Definitive Map?
NO

2.3 Are There Any Pending Applications To Record A Public Right Of Way That Abuts, Or Crosses The Property, On A Definitive Map Or Revised Definitive Map?
NO

2.4 Are There Any Legal Orders To Stop Up, Divert, Alter Or Create A Public Right Of Way Which Abuts, Or Crosses The Property Not Yet Implemented Or Shown On A Definitive Map?
NO

2.5 If So, Please Attach A Plan Showing The Approximate Route
NOT APPLICABLE

Informative Information

WHERE A DEFINITIVE MAP HAS BEEN PUBLISHED. A SURVEY OF ALL PATHS MAY NOT HAVE BEEN COMPLETED AND WHILST THIS DOES NOT PRECLUDE THE EXISTENCE OF UNRECORDED RIGHTS OF WAY, THE LOCAL AUTHORITY IS UNAWARE OF ANY CLAIMED RIGHTS OF WAY EXISTING OVER THE SEARCH SITE. IF IN DOUBT PLEASE CONTACT THE LOCAL AUTHORITY FOR FURTHER INFORMATION.

ADDITIONAL PUBLIC RIGHTS OF WAY (E.G. CYCLE TRACKS) MAY EXIST OTHER THAN THOSE SHOWN ON THE DEFINITIVE MAP. IF IN DOUBT PLEASE CONTACT THE LOCAL AUTHORITY FOR FURTHER INFORMATION.

3. OTHER MATTERS

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?

▶ SECTION 3.1 LAND REQUIRED FOR PUBLIC PURPOSES

NONE IDENTIFIED

-

3.1 Is The Property Included In Land Required For Public Purposes?
NO

Informative Information

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ SECTION 3.2 LAND TO BE ACQUIRED FOR ROADWORKS

NONE IDENTIFIED

-

3.2 Is The Property Included In Land To Be Acquired For Road Works?
NO

i **Informative Information**

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.3 DRAINAGE MATTERS**

NONE IDENTIFIED



3.3(A) Is The Property Served By A Sustainable Urban Drainage System (SuDS)?

3.3 (A) - (C) SCHEDULE 3 OF THE FLOOD WATER MANAGEMENT ACT 2010 HAS NOT YET BEEN ENACTED, AS A RESULT THIS AUTHORITY DOES NOT CURRENTLY RECORD THE INFORMATION THAT WOULD BE USED TO ANSWER THIS QUESTION

3.3(B) Are There SuDS Features Within The Boundary Of The Property? If Yes, Is The Owner Responsible For Maintenance?

NOT APPLICABLE

3.3(C) If The Property Benefits From A SuDS For Which There Is A Charge, Who Bills The Property For The Surface Water Drainage Charge?

NOT APPLICABLE

How Can Copies Of Relevant Documentation Be Obtained?

NOT APPLICABLE

i **Informative Information**

MANY LOCAL AUTHORITY RECORDS DO NOT ALLOW FOR THE PROVISION OF COMPREHENSIVE ANSWERS TO THESE QUESTIONS. WE THEREFORE RECOMMEND CHECKING PLANNING APPROVALS, SECTION 106 AGREEMENTS AND REFERRING TO THE VENDOR IN ORDER TO ESTABLISH IF THE PROPERTY IS SERVED BY A SUSTAINABLE URBAN DRAINAGE SYSTEM.

▶ **SECTION 3.4 / 3.5 / 3.6 ROADWAY, RAILWAY & TRAFFIC SCHEMES**

NONE IDENTIFIED



▼ **SECTION 3.4 - NEARBY ROAD SCHEMES**

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

3.4(A) The Centre Line Of A New Trunk Road Or Special Road Specified In Any Order, Draft Order Or Scheme

NO

3.4(B) The Centre Line Of A Proposed Alteration Or Improvement To An Existing Road Involving Construction Of A Subway, Underpass, Flyover, Footbridge, Elevated Road Or Dual Carriageway

NO

3.4(C) The Outer Limits Of Construction Works For A Proposed Alteration Or Improvement To An Existing Road Involving:- (I) Construction Of A Roundabout (Other Than A Mini Roundabout), Or (II) Widening By Construction Of One Or More Additional Traffic Lanes

NO

3.4(D) The Outer Limits Of: (I) Construction Of A New Road To Be Built By A Local Authority, (II) An Approved Alteration Or Improvement To An Existing Road Involving Construction Of A Subway, Underpass, Flyover, Footbridge, Elevated Road Or Dual Carriageway, (III) Construction Of A Roundabout (Other Than A Mini Roundabout) Or Widening By Construction Of One Or More Additional Traffic Lanes

NO

3.4(E) The Centre Line Of The Proposed Route Of A New Road Under Proposals Published For Public Consultation

NO

3.4(F) The Outer Limits Of:- (I) Construction Of A Proposed Alteration Or Improvement To An Existing Road Involving Construction Of A Subway, Underpass, Flyover, Footbridge, Elevated Road Or Dual Carriageway (II) Construction Of A Roundabout (Other Than A Mini Roundabout) (III) Widening By Construction Of One Or More Additional Traffic Lanes, Under Proposals Published For Public Consultation

NO

 Informative Information

A MINI-ROUNABOUT IS A ROUNDABOUT HAVING A ONE-WAY CIRCULATORY CARRIAGEWAY AROUND A FLUSH OR SLIGHTLY RAISED CIRCULAR MARKING LESS THAN 4 METRES IN DIAMETER AND WITH OR WITHOUT FLARED APPROACHES.

▼ SECTION 3.5 - NEARBY RAILWAY SCHEMES

3.5(A) Is The Property (Or Will It Be) Within 200 Metres Of The Centre Line Of A Proposed Railway, Tramway, Light Railway Or Monorail?

NO

3.5(B) Are There Are Any Proposals For A Railway, Tramway, Light Railway Or Monorail Within The Local Authority's Boundary?

NO

 Informative Information

IF THIS PROPERTY SITS NEAR TO THE LOCAL AUTHORITY BOUNDARY; ENQUIRERS ARE ADVISED TO SEEK FURTHER INFORMATION FROM THE NEIGHBOURING LOCAL AUTHORITY.

▼ SECTION 3.6 - TRAFFIC SCHEMES

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named at Q2.1 and are within 200 metres of the boundaries of the property?

3.6(A) Permanent Stopping Up Or Diversion

NO

3.6(B) Waiting Or Loading Restrictions

NO

3.6(C) One Way Driving

NO

3.6(D) Prohibition Of Driving

NO

3.6(E) Pedestrianisation

NO

3.6(F) Vehicle Width Or Weight Restriction

NO

3.6(G) Traffic Calming Works Including Road Humps

NO

3.6(H) Residents Parking Controls

NO

3.6(I) Minor Road Widening Or Improvement

NO

3.6(J) Pedestrian Crossings

NO

3.6(K) Cycle Tracks

NO

3.6(L) Bridge Building

NO

Informative Information

IN SOME CIRCUMSTANCES, ROAD CLOSURES CAN BE OBTAINED BY THIRD PARTIES FROM MAGISTRATE COURTS OR CAN BE MADE BY THE SECRETARY OF STATE FOR TRANSPORT, WITHOUT INVOLVING THE LOCAL AUTHORITY.

THIS ENQUIRY IS DESIGNED TO REVEAL MATTERS THAT ARE YET TO BE IMPLEMENTED AND/OR COULD NOT BE ASCERTAINED BY A VISUAL INSPECTION. SCHEMES THAT HAVE BEEN, OR ARE CURRENTLY BEING IMPLEMENTED WILL NOT BE REFERRED TO IN ANSWER TO THIS ENQUIRY.

IF THIS PROPERTY SITS NEAR TO THE LOCAL AUTHORITY BOUNDARY; ENQUIRERS ARE ADVISED TO SEEK FURTHER INFORMATION FROM THE NEIGHBOURING LOCAL AUTHORITY.

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ SECTION 3.7 OUTSTANDING NOTICES

1 IDENTIFIED



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 form?

3.7(A) Building Works

NO

3.7(B) Environment

SEE CHARGES & REGULATIONS SUMMARY – LOCAL LAND CHARGE REGISTER ENTRIES

3.7(C) Health And Safety

NO

3.7(D) Housing

NO

3.7(E) Highways

NO

3.7(F) Public Health

NO

3.7(G) Flood And Coastal Erosion Risk Management

NO

Informative Information

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ SECTION 3.8 CONTRAVENTION OF BUILDING REGULATIONS

NONE IDENTIFIED



3.8 Has A Local Authority Authorised In Relation To The Property Any Proceedings For The Contravention Of Any Provision Contained In Building Regulations?

NO

▶ SECTION 3.9 NOTICES, ORDERS, DIRECTIONS & PROCEEDINGS UNDER PLANNING ACTS

1 IDENTIFIED



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

3.9(A) An Enforcement Notice

NO

3.9(B) A Stop Notice

NO

3.9(C) A Listed Building Enforcement Notice

NO

3.9(D) A Breach Of Condition Notice

NO

3.9(E) A Planning Contravention Notice

NO

3.9(F) Another Notice Relating To Breach Of Planning Control

NO

3.9(G) A Listed Building Repairs Notice

NO

3.9(H) In The Case Of A Listed Building Deliberately Allowed To Fall Into Disrepair, A Compulsory Purchase Order With A Direction For Minimum Compensation

NO

3.9(I) A Building Preservation Notice

NO

3.9(J) A Direction Restricting Permitted Development

PERMITTED DEVELOPMENT RESTRICTION APPLY SEE CHARGES & REGULATIONS SUMMARY – LOCAL LAND CHARGE REGISTER ENTRIES

3.9(K) An Order Revoking Or Modifying Planning Permission

NO

3.9(L) An Order Requiring Discontinuance Of Use Or Alteration Or Removal Of Building Or Works

NO

3.9(M) A Tree Preservation Order

NO

3.9(N) Proceedings To Enforce A Planning Agreement Or Planning Contribution

NO

i Informative Information

WHERE RELEVANT: NATIONAL PARK AUTHORITIES ALSO HAVE THE POWER TO SERVE A BUILDING PRESERVATION NOTICE, SO AN ENQUIRY SHOULD ALSO BE MADE WITH THEM.

WHERE RELEVANT: CADW (MEANING "TO KEEP" OR "TO PROTECT") IS THE WELSH GOVERNMENT'S HISTORIC ENVIRONMENT SERVICE WORKING FOR AN ACCESSIBLE AND WELL PROTECTED HISTORIC ENVIRONMENT FOR WALES. ADDITIONAL ENQUIRIES SHOULD ALSO BE MADE WITH THEM AT: WELSH GOVERNMENT, PLAS CAREW, UNIT 5/7 CEFN COED, PARC NANTGARW, CARDIFF, CF15 7QQ.

IN THE CASE OF LONDON BOROUGH: THE HISTORIC BUILDINGS AND MONUMENTS COMMISSION (ENGLISH HERITAGE) ALSO HAD THE POWER TO ISSUE BUILDING PRESERVATION NOTICES FOR LISTED BUILDINGS IN LONDON BOROUGH. FOR FURTHER INFORMATION CONTACT THE RELEVANT LOCAL AUTHORITY.

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.10 COMMUNITY INFRASTRUCTURE LEVY (CIL)**

NONE IDENTIFIED



3.10(A) Is There A CIL Charging Schedule?

NO

3.10(B) If, Yes, Do Any Of The Following Subsist In Relation To The Property, Or Has A Local Authority Decided To Issue, Serve, Make Or Commence Any Of The Following:-:

3.10(B)(I) A Liability Notice?

NO

3.10(B)(II) A Notice Of Chargeable Development?

NO

3.10(B)(III) A Demand Notice?

NO

3.10(B)(IV) A Default Liability Notice?

NO

3.10(B)(V) An Assumption Of Liability Notice?

NO

3.10(B)(VI) A Commencement Notice?

NO

3.10(C) Has Any Demand Notice Been Suspended?

NO

3.10(D) Has The Local Authority Received Full Or Part Payment Of Any CIL Liability?

NO

3.10(E) Has The Local Authority Received Any Appeal Against Any Of The Above?

NO

3.10(F) Has A Decision Been Taken To Apply For A Liability Order?

NO

3.10(G) Has A Liability Order Been Granted?

NO

3.10(H) Have Any Other Enforcement Measures Been Taken?

NO

 **Informative Information**

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.11 CONSERVATION AREA**

1 IDENTIFIED



Do the following apply in relation to the property?

3.11(A) The Making Of The Area A Conservation Area Before 31 August 1974

SEE CHARGES & REGULATIONS SUMMARY – LOCAL LAND CHARGE REGISTER ENTRIES

3.11(B) An Unimplemented Resolution To Designate The Area A Conservation Area

NO

▶ **SECTION 3.12 COMPULSORY PURCHASE**

NONE IDENTIFIED



3.12 Has Any Enforceable Order Or Decision Been Made To Compulsorily Purchase Or Acquire The Property?

NO

 **Informative Information**

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

▶ **SECTION 3.13 CONTAMINATED LAND**

NONE IDENTIFIED



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

3.13(A) A Contaminated Land Notice

NO

3.13(B) In Relation To A Register Maintained Under Section 78R Of The Environmental Protection Act 1990

NO

3.13(B)(I) A Decision To Make An Entry

NO

3.13(B)(II) An Entry

NO

3.13(C) Consultation With The Owner Or Occupier Of The Property Conducted Under Section 78G(3) Of The Environmental Protection Act 1990 Before The Service Of A Remediation Notice

NO

 **Informative Information**

A NEGATIVE REPLY DOES NOT IMPLY THAT THE PROPERTY OR ANY ADJOINING OR ADJACENT LAND IS FREE FROM CONTAMINATION, OR FROM THE RISK OF IT, AND THE REPLY MAY NOT DISCLOSE STEPS TAKEN BY ANOTHER LOCAL AUTHORITY IN WHOSE AREA ADJACENT OR ADJOINING LAND IS SITUATED.

▶ SECTION 3.14 RADON GAS

NONE IDENTIFIED



Further information about Radon Gas can be obtained from <http://www.ukradon.org/>

3.14(A) Do Records Indicate That The Property Is In A “Radon Affected Area” As Identified By Public Health England Or Public Health Wales?

NO

3.14(B) Further Report Details

WAS OBTAINED FROM A DATASET PROVIDED BY LANDMARK

▶ SECTION 3.15 ASSETS OF COMMUNITY VALUE

NONE IDENTIFIED



3.15(A) Has The Property Been Nominated As An Asset Of Community Value? If So :-

NOT APPLICABLE

3.15(A)(I) Is It Listed As An Asset Of Community Value?

NOT APPLICABLE

3.15(A)(II) Was It Excluded And Placed On The “Nominated But Not Listed” List?

NOT APPLICABLE

3.15(A)(III) Has The Listing Expired?

NOT APPLICABLE

3.15(A)(IV) Is The Local Authority Reviewing Or Proposing To Review The Listing?

NOT APPLICABLE

3.15(A)(V) Are There Any Subsisting Appeals Against The Listing?

NOT APPLICABLE

3.15 (B) If the property is listed:

3.15(B)(I) Has The Local Authority Decided To Apply To The Land Registry For An Entry Or Cancellation Of A Restriction In Respect Of Listed Land Affecting The Property?

NOT APPLICABLE

3.15(B)(II) Has The Local Authority Received A Notice Of Disposal?

NOT APPLICABLE

3.15(B)(III) Has Any Community Interest Group Requested To Be Treated As A Bidder?

NOT APPLICABLE

 Informative Information

MATTERS ALREADY ENTERED ON THE LOCAL LAND CHARGES REGISTER WILL NOT BE REVEALED IN ANSWER TO THIS ENQUIRY.

► **INFORMATION SOURCES USED TO COMPLETE THIS REPORT**

INFORMATION



A Written Response From The Local Authority

YES

A Verbal Response From The Local Authority

NO

Examining Public Records

YES

 Informative Information

WHERE THE LOCAL AUTHORITY APPLIES A 'CUT-OFF DATE' IN PROVIDING ITS OWN SEARCHES OF PLANNING AND BUILDING CONTROL INFORMATION, PRIOR HISTORIC RECORDS MAY BE SEARCHED BUT THIS MAY INCUR ADDITIONAL FEES/TIME ELEMENT.

SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 02/18

Policy Issuer: PSG Client Services Ltd (Insurance)

Policy Number: SRIP(E&W)60-105-3553704

This policy

This policy has been issued by the Policy Issuer, on Our behalf, when issuing the Search Report.

This policy consists of 4 pages, is the entire contract between You and Us, and is effective from the Policy Date.

The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy.

The words in bold italics have the meanings set out within this policy.

Our, Us and We mean First Title Insurance plc, company registration number 01112603.

What this policy covers

We indemnify You, subject to the terms and conditions of this policy, against Actual Loss, not exceeding the Maximum Limit of Indemnity, that You suffer as a result of an Adverse Entry.

An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Date, but was not disclosed in the Search Report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Date due to the Appropriate Body's error or omission.

Actual Loss means:

- where You are the Buyer:
 - the difference between:
 - the price You actually paid for the Property or the Market Value of the Property as at the Policy Date assuming there is no Adverse Entry, whichever is the lesser; and
 - the Market Value of the Property at the Policy Date as reduced by the Adverse Entry; and/or
 - the cost of demolishing, altering or reinstating any part of the Property to comply with an Order; and/or
 - the shortfall in the repayment of any loan or other financial liabilities that are secured against the Property when You sell the Property, such shortfall being a direct result of an Adverse Entry; and/or
 - where the Adverse Entry relates to a financial charge or liability, the amount of that charge or liability.
- where You are the Lender:
 - a shortfall in the repayment of the outstanding loan amount upon sale of the Property by You, which arises directly as a result of an Adverse Entry.

The Maximum Limit of Indemnity under this policy is £2,000,000.

Who this policy covers

This policy only insures You, meaning:

- the Buyer: the person or persons who has/have Purchased the Property in reliance upon the Search Report; and/or
- the Lender: the person or body who has loaned the Buyer money, in return for the loan being secured against the Property;

as applicable in the context, and Your has a similar meaning.

Apart from Us, only You may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest. This means that this policy does not insure any person Purchasing the Property from You or their lender.

Your rights and interests under this policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

What this policy excludes

We do not insure You, and will have no obligation to indemnify You for Actual Loss, in relation to any and/or all of the following risks, including but not limited to an Adverse Entry, that:

- You create, allow or agree to at any time;
- are Known to You but not to Us on or before the Policy Date;
- do not cause You any Actual Loss;
- occur or come into existence after the Policy Date;
- are created by an error or omission of the Policy Issuer or the private search provider who obtained the information for the Search Report for the Policy Issuer, if applicable;
- are disclosed to You during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the Property which has been carried out prior to You being legally obliged to Purchase the Property or, in relation to the Lender, the loan being advanced;
- would be dealt with under a buildings and/or contents insurance policy;
- should or would be disclosed by question 18 of Form CON290 (2016) (Law Society Copyright).

In the event of a claim

You must notify Us in writing, using either of the methods set out below in the Contacting Us section, as soon as possible, and in any event within 10 days, after You become aware of any claim, or circumstance or matter which might entitle You to make a claim under this policy. For the avoidance of doubt, notification must be sent even if Actual Loss has not at that time been incurred or calculated. The notification must contain details of the claim, or circumstance or matter.

We will require a copy of the Search Report together with evidence to show that the Adverse Entry would or should have been disclosed in an Official Local Authority Search Result had one been carried out on the Policy Date.

You must co-operate with Us fully in relation to this policy, and not do anything or fail to do anything that adversely affects Our ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons.

You must, within 90 days of notifying Us of the claim, circumstance or matter, provide Us with a written statement detailing the amount of Your Actual Loss and the method that You used to compute that amount.

Our obligations in the event of a claim

In the event of a notification of a claim, or a circumstance or matter which might entitle You to make a claim under this policy or if We become aware of an Adverse Entry, We will, if We accept the claim, and subject to the terms and conditions of this policy and as the circumstances may require, do any one or more of the following:

- pay the amount of Your Actual Loss, not to exceed the Maximum Limit of Indemnity, that You have incurred as a result of the Adverse Entry, and any Authorised Expenses, if applicable;
- in relation to the Lender, We may purchase the debt from You by paying to You the amount of the loan that is outstanding together with any interest and Authorised Expenses, if applicable. In these circumstances, You must transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to Us on receipt of payment and give all necessary notices of that transfer or assignment;
- pay or otherwise settle any claim with other parties for or in Your name together with any Authorised Expenses, if applicable;
- at Our absolute discretion, defend You, including but not limited to in litigation, in relation to the Adverse Entry. We will pay any and all costs that We incur in that defence and shall act without unreasonable delay. We can end this duty to defend at any time. We will be entitled to select the lawyer, surveyor and/or valuer to act and We will not be liable for and will not pay the fees of any other lawyer, surveyor and/or valuer.

We may pursue any litigation (including appeals) to final determination by a court and reserve the right at Our sole discretion to appeal any judgment or order.

We will keep You up to date on all matters arising under a claim

When the extent of Your Actual Loss and Our liability under this policy have been finally determined, We will pay that amount within 30 days of its determination.

Limitation and reduction of Our liability

We will not be liable to indemnify You:

- if We remove any matter giving rise to Your claim under this policy in a reasonably diligent manner by any method, including litigation; and/or
- if We have taken any of the actions set out in the Our obligations in the event of a claim section; and/or
- until litigation, including appeals, in relation to a claim conducted by Us (or by You with Our authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by You in negotiating or settling any claim or litigation without Our prior written consent.

Our obligations to You under this policy may be reduced in part or in whole if You refuse to co-operate with Us and any of Your actions or omissions adversely affects Our ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons. We reserve the right to recover any sums that We have paid out under this policy from You in such an event.

You must comply with all of the terms and conditions contained or referred to in this policy. Failure to comply may result in Us rejecting or withdrawing from a claim made by You under it

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

- all payments under this policy, except for Authorised Expenses;
- 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 Property or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release;
- the amount by which Your acts or omissions have increased Our liability or reduced Our ability to recover amounts from third parties.

Subrogation

If We agree to indemnify or defend You under this policy in respect of any claim then, regardless of whether or not actual payment has been made, We will immediately be subrogated to any rights, contractual or otherwise, which You may have in connection with that claim, the mortgage or the Property. If We ask, You must transfer to Us all of Your rights and remedies against any person or property that, in Our opinion, might be necessary to perfect this right of subrogation.

Governing law and jurisdiction

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

Cancelling this policy

It is not possible to cancel this policy as it insures more than one party. No refund of premium will be payable in any circumstance.

Privacy Policy

Our privacy notice has been updated to reflect how We use Your personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found here or if You wish to view the privacy notice on Our website at www.firsttitle.co.uk/privacy.

Complaints

We intend to give You the best possible service but if You do have any questions or concerns about this policy or the handling of a claim, You should, in the first instance, contact Our Compliance Department:

- by post, to Our registered office (which as at the Policy Date is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU); and/or
- by e-mail, to complaints@firsttitle.co.uk.

To assist a quick and efficient response, please ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the Policy Date, the name of the Policy Issuer and the Property address.

Details of Our internal complaint-handling procedures are available on request.

You have the right, in the event that it is not possible to reach an agreement, to make an appeal to the Financial Ombudsman Service, whose current contact details are: Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to Your statutory rights as a consumer. For further information about Your statutory rights please contact the relevant local authority Trading Standards Service or the Citizens Advice Bureau.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme in the unlikely event that We cannot meet Our financial responsibilities. The FSCS will meet 90% of Your claim, without any upper limit. Further information about compensation scheme arrangements can be obtained from the FSCS at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Contacting Us

We can be contacted via the following methods:

- by post, to Our registered office (which as at the Policy Date is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU). Please mark the letter for the attention of the Claims Department; and/or
- by e-mail, to claims@firsttitle.co.uk.

You must ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the Policy Date, the name of the Policy Issuer and the Property address.

Regulation

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 202103.

Definitions and interpretation

In addition to the definitions set out above, the words in bold and italics have the meanings set out below:

Appropriate Body

a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1, Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and Form CON290 (2016) (Law Society Copyright).

Authorised Expenses

any costs, legal fees and expenses that We are obliged to pay under this policy and have approved in writing.

Known

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 or from one of the other insured parties under this policy).

Market Value

the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by You and Us.

Official Local Authority Search Result

direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON290 (2016) (Law Society Copyright).

Order

a final order of a court of competent jurisdiction, local authority or other public body made in respect of an Adverse Entry.

Policy Date

the date the Search Report is dated.

Purchase, Purchasing

buying the freehold or leasehold estate in the Property.

Purchased

bought the freehold or leasehold estate in the Property.

Property

either:

- i. the single private residential property specified in the Search Report, that is located in England or Wales and in existence as at the Policy Date and which is and shall be used/continue to be used for residential purposes; or
- ii. a vacant building plot located in England or Wales that is to be developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date; or
- iii. a building plot located in England or Wales that is in the process of being developed as a single private residential property in accordance with planning permission that was obtained prior to Policy Date.

Search Report

the report that has been issued by the Policy Issuer and provides responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended) and, if applicable, Form CON290 (2016) (Law Society Copyright).

The headings used in this policy are for ease of reference only and shall not affect the interpretation or construction of this policy.

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be ignored so that the rest of this policy remains valid and enforceable.

Signed on behalf of
First Title Insurance plc



Authorised Signatory
© First Title Insurance plc 2018

This Insurance Product Information Document outlines some important features of the insurance Policy the Insured has been offered. It does not contain the whole terms and conditions, it 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 this is read in conjunction with the pre-contractual documentation and the Policy itself. All capitalised terms refer to terms defined within the Policy.

What is this type of insurance? Search Report Insurance



What is insured?

- ✓ The Buyer and/or Lender are covered for Actual Loss up to £2,000,000.00
- ✓ Authorised Expenses are also covered in addition to the Policy Amount.
- ✓ Payment of claims will be made within 30 days of determination of the extent of Actual Loss and First Title Insurance plc's liability under the policy.
- ✓ The risk insured is:
*Actual Loss that You suffer as a result of an Adverse Entry:
An Adverse Entry means any matter(s) having a detrimental effect on the market value of the Property, that would or should have been disclosed in an Official Local Authority Search Result had one been carried out in relation to the Property on the Policy Date, but was not disclosed in the Search report. This includes where the Appropriate Body's registers and information and/or the answers provided by the Appropriate Body for the purposes of the Search Report were incorrect as at the Policy Date due to the Appropriate Body's error or omission.
- ✓ The policy also provides additional comfort for Insured parties as the interest of any Insured will not be prejudiced by any act or default by any other Insured which might otherwise invalidate or reduce the indemnity provided by the policy.



What is not insured?

- First Title Insurance plc 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 risks or Adverse Entries that:
- ✗ You create, allow or agree to at any time;
 - ✗ Are known to You but not to First Title Insurance plc on or before the Policy Date;
 - ✗ Do not cause You any Actual Loss;
 - ✗ Occur or come into existence after the Policy Date;
 - ✗ Are created by an error or omission of the Policy Issuer or the private search provider who obtained the information for the Search Report for the Policy Issuer (if applicable);
 - ✗ Are disclosed to You during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the Property which has been carried out prior to You being legally obliged to Purchase the Property (or in relation to the Lender, the loan being advanced);
 - ✗ Would be dealt with under a buildings and/or contents insurance policy;
 - ✗ Should or would be disclosed by question 18 of Form CON290 (2016) (Law Society Copyright);

✘ Result from any fees incurred by a lawyer and/or a surveyor and/or valuer instructed by anyone other than First Title Insurance plc.



Are there any restrictions on cover?

- ! First Title Insurance plc will not be liable or its liability may be reduced in part or in whole in the event that:
 - ! You voluntarily assume liability in negotiating or settling any claim or litigation without First Title Insurance plc's prior written consent;
 - ! You refuse to co-operate with First Title Insurance plc;
 - ! Your actions or omissions adversely affect First Title Insurance plc's ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons (a right of recovery is reserved in respect of any sums paid out in such instances);
 - ! Your acts or omissions increase First Title Insurance plc's liability or reduce First Title Insurance plc's ability to recover amounts from third parties;
 - ! the use of the Property is not (or in the case of a plot, will not be) as a single private residential property;
- ! First Title Insurance plc's maximum liability under the policy will be:
 - ! £2,000,000.00; and
 - ! Authorised Expenses.



Where am I covered?

- ✓ The coverage is for (continued) residential use of the single private residential property specified in the Search Report that is located in England or Wales and is in existence at the Policy Date, or in the case of a building plot that is located in England or Wales and is or will be developed and used as a single private residential property (in accordance with planning permission obtained prior to the Policy Date).



What are my obligations?

- You must:
 - use or continue to use the Property for residential purposes (or in the case of a building plot, either be vacant to be developed, or in the process of being developed as a single private residential property, in both cases in accordance with planning permission obtained prior to Policy Date);
 - notify First Title Insurance plc in writing, as soon as possible (and in any event within 10 days) of becoming aware of any claim, circumstance or matter which might entitle You to make a

claim under the policy;

- produce a copy of the Search Report together with evidence to show that the Adverse Entry would or should have been disclosed in an Official Local Authority Search Result had one been carried out on the Policy Date;
- co-operate with First Title Insurance plc in respect of any action which First Title Insurance plc takes or wishes to take under the policy;
- not do anything or fail to do anything that adversely affects First Title Insurance plc's ability to attend to a claim and/or dispute or defend any challenge or commence any action against other persons;
- transfer or assign all rights and remedies against any person or property which, in First Title Insurance plc's opinion might be necessary to perfect any right of subrogation;
- in the case of the Lender, if requested, transfer or assign the loan and charge that is secured against the Property together with any collateral securities and credit enhancements to First Title Insurance plc (and give all necessary notices of that transfer or assignment), following payment of the Actual Loss;
- not assume any liabilities by negotiation or settling any claim or litigation without First Title Insurance plc's prior written consent;
- permit First Title Insurance plc to use Your name in respect of the payment or other settlement of any claim;
- within 90 days of notifying First Title Insurance plc of a claim, circumstance or matter, provide a written statement to First Title Insurance plc detailing the amount of Your Actual Loss and the method used to compute that amount;
- comply with all of the terms, conditions and provisions of the policy at all times.



When and how do I pay?

This policy is provided by the Policy Issuer as part of its service at no cost to You.



When does the cover start and end?

The coverage starts on the Policy Date (being the date on which the Search Report was prepared) and its term is the duration of Your relevant interest in the Property.



How do I cancel the contract?

Because the interests of a number of parties may be protected at the same time by the policy, it is not possible to cancel this insurance.
No refund of premium will be payable in any circumstance.

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. First Title Insurance plc is registered in England

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and
the Prudential Regulation Authority

DYE & DURHAM (UK) LIMITED - SUPPLY TERMS

Definitions

In these Terms the following words shall have the following meanings:

Adverse Entry	<p>in respect of a Regulated Local Authority Search- means any matters having a detrimental effect on the market value of the property (*), that would or should have been disclosed in an official local authority search had one been carried out in relation to the property (*) on the date of the Regulated Local Authority Search but was not disclosed on the Regulated Local Authority Search. This includes where the Appropriate Body's registers and information and / or the answers provided by the Appropriate Body for the purposes of the Regulated Local Authority Search were incorrect as at the date of the Regulated Local Authority Search due to the Appropriate Body's error or omission.</p> <p>In respect of a Regulated Drainage Search means a matter affecting the land (*) which would have been disclosed in the information provided by an Appropriate Body in response to enquiries in Form CON29DW (Law Society Copyright, as amended) but which was not contained in the Regulated Drainage Search.</p> <p>(*) see the SRIP appended to the relevant Regulated Search for the definition of "property" and "land"</p>
Appropriate Body	means either the local authority or other public body responsible for maintaining the registers and information that are covered by forms LLC1 and Part 1(Standard Enquiries) of CON29 or the water undertaker or other public body responsible for maintaining the registers and information that are covered by forms CON29DW (Law Society Copyright), each as amended from time to time
Customer	means a seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Services or any person who has an interest in the Property
Code	means the Search Code of Practice for Search Compilers and Retailers http://www.copso.org.uk/searchcode/searchcode.php as updated from time to time
Business	means a company, partnership or trader acting in for purposes of their trade, business or profession in respect of which We have been instructed to provide Services
Consumer	means any person who order Services from Us directly acting for purposes (i.e. not as a Business)
Contract	has the meaning given in clause 2.1
Data Protection Laws	means any legislation relating to privacy and data protection as applicable in England and Wales at the time of the Contract including electronic communications
Insurance Product(s)	means an insurance product which either (i) We order for You (and include in our invoice to You) which We are able to do as We are an Appointed Representative of UKGlobal Broking Group OR (ii) You order via the relevant Ordering Platform or by any other means directly from Dye & Durham (UK) Limited (formerly PSG Client Services Limited). In both instances Dye & Durham (UK) Limited (formerly PSG Client Services Limited) is a Third Party Supplier and the Dye & Durham (UK) Limited (formerly PSG Client Services Limited) TOBA https://www.psgconnect.co.uk/psg-cs-insurance-terms-of-business/ apply
Insured	in the context of Regulated Local Authority Search SRIP means a buyer and/or lender
Intellectual Property Rights	means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property rights
Material	means brochures, price lists and advertisements in any type of media We make available to You from time to time in respect of the Services
Official Search	means a Property search which is provided by an Appropriate Body directly or via National Land Information Service (NLIS)
Optional Services	means a transactional service You Order via the Ordering Platform (and which may be integrated or take you to the website / platform of the Third Party Supplier
Order	means any request for Services made by You or on Your behalf in respect of the same Property
Ordering Platform	means one of the ordering platforms made available to You as relevant to the Dye & Durham (UK) Limited party supplying Services to You
Privacy Notice	means the privacy notice (which includes Our data processing notice) at https://dyedurham.co.uk/privacy-policy/ or, if You place an Order as Consumer, this refers to the consumer privacy notice at clause 9.4.
Property	means an address or location to which the Services relate
Regulated Drainage Search/ Regulated Local Authority Search	means a Property search being either (i) a report providing some of the information contained in a CON29DW (Law Society copyright) (known as a Regulated Drainage Search) or (ii) a report providing responses to the questions and information requested in Forms LLC1 and Part 1 and Part 2 of Form CON29 (Law Society copyright). (known as a Regulated Local Authority Search)

Third Party Product(s)	means any part of the Services which We source from a Third Party Supplier and Includes Insurance Products
Search Pack	A pre-determined combination of Regulated Searches and Third Party Product.
Services	means the supply of Regulated Searches, Optional Services or Third Party Products to You in accordance with your Order
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
Third Party Supplier(s)	means any organisation or third party who provides Third Party Products, Optional Services or information of any form to Us for the purposes of providing the Services and includes provider of an Official Search
SRIP	means a search report insurance policy and further details are provided in clause 6.6
Third Party Supplier Terms	means the terms and conditions of Third Party Suppliers which (i) can be found at https://poweredbypie.co.uk/documents/third-party-terms.pdf or (ii) which You have otherwise agreed to before ordering the Third Party Product or accessing the Optional Service or (iii) which apply by law to an Official Search.
Terms	means these terms and conditions of business which apply to the Services
VAT	means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax
We, Us, Our	refers to the entity Dye & Durham (UK) Limited (company registration number 6029390) of registered office Imperium, Imperial Way, Reading RG2 0TD. VAT registration number 897481753.
You and Your	are references to the Customer or individual, company, partnership or organisation who accesses the Ordering Platform or otherwise places an Order with Us

Dye & Durham (UK) Limited is an appointed representative of UKGlobal Broking Group Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 840855). Dye & Durham (UK) Limited is also an Introducer Appointed Representative of Dual Corporate Risks Ltd, which is authorised and regulated by the Financial Conduct Authority (FCA Number 312593)

1. CONTRACT

- 1.1 The contract between You and Us shall come into existence when We accept your completed Order by either sending You written confirmation or providing You with the relevant Services (“**Contract**”). Please read and check the Order before it is submitted so that any errors can be identified and corrected.
- 1.2 We may refuse to accept an Order for reasons including but not limited to where (a) the Services are not available (b) We cannot obtain authorisation for payment or there are credit issues with your account with Us, (c) there has been a pricing or service description error or (d) We determine supply to You will be in breach any regulatory provisions relating to the Services ordered.
- 1.3 You accept responsibility for ensuring that Order details relating to the Service entered into the Ordering Platform are sufficient and correct for Us to deliver the Service
- 1.4 These Terms may be varied from time to time. The Terms in force at the time of the Contract, in conjunction with any relevant Third Party Supplier Terms, the Order and the Privacy Notice (Provisions), shall govern the Contract to the exclusion of all other terms and conditions. You agree to be bound by the Provisions when You place any Order. You should print a copy of the Provisions for future reference.
- 1.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in the Provisions and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of the Provisions.
- 1.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our authorised agents, please ensure You ask for any variations from the Provisions to be confirmed in writing.

2. SERVICES

- 2.1 We shall use reasonable care and skill in providing the Services and shall use only those Third Party Suppliers who have agreed to relevant data processing terms and who, where applicable, comply with the Code or who adopt standards of practice and consumer protection which are comparable with the Code.
- 2.2 We reserve the right to make any changes to the Services described in our Material to conform with any applicable statutory requirements or any non-material changes which We reasonably deem appropriate in Our sole discretion.
- 2.3 Regulated Searches may be transferred to another firm or customer (transferee) (i.e. due to change of firm or auction sale) with the benefit of the SRIP and these terms and conditions however, we do not accept any liability to the transferee where the Regulated Search is dated more than 6 months prior to the purchase of the Property or if there has been a sale / purchase of the Property since the Regulated Search was prepared.
- 2.4 You and Your Customer shall be permitted to make and store electronic or hard copies of Third Party Products or Regulated Searches solely for internal audit/review purposes.
- 2.5 In placing the Order and formation of the Contract, You agree that We may take steps to performing the Services immediately. See clause 5 for limited provisions relating to cancellation.
- 2.6 We shall use reasonable endeavours to provide the Services within a reasonable period of time but are not liable to You for any delay in providing the Services.

3. PRICE AND PAYMENT

- 3.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Order. We reserve the right to express the price exclusive of VAT, but we shall show the VAT separately and include it in the total price.
- 3.2 INSURANCE PRODUCTS: Where insurance premium tax (IPT) is applicable this is included at the current rates. We reserve the right to express the price for Insurance Products exclusive of IPT but we shall show IPT separately and include it in the total price.
- 3.3 Payment is due in full from You within 30 days from date of invoice unless varied on the invoice.
- 3.4 We reserve the right to amend prices from time to time however, Services will be charged at the price applicable at the date on which an Order is submitted.
- 3.5 If You fail to pay an invoice by the due date, We may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding sum (including interest) is paid in full, or, where You are a Consumer, interest may be charged at 4% above the base rate of Bank of England until the outstanding sum (including interest) is paid in full.
- 3.6 Any discount, rebate or commission must be agreed in writing. You are responsible for advising your Customer of this arrangement.
- 3.7 You are responsible for managing all aspects of compliance as required by the Solicitor's Regulatory Authority or Council of Licensed Conveyancers or Chartered Institute of Legal Executives including but not limited to the Insurance Distribution Directive requirements in respect of the purchase of any Insurance Product from Us. If You manage a panel you should follow the National Trading Standards Estate Agency Team's guidance on transparency of referral fees and any subsequent regulations that come into force to ensure compliance with the Consumer Protection from Unfair Trading Regulations 2008.

4. CANCELLATION OF SERVICES / REFUNDS

- 4.1 If you are a Consumer, you have a legal right to cancel the Contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Clause 4.3.
- 4.2 This cancellation right may not apply to You as We are not obliged to cancel an Order where;
- 4.2.1 Products are commissioned to Your specifications or by reason of their nature cannot be returned (i.e. the products are based on a specific Property); or
- 4.2.2 where We have started work on the Services with Your agreement (given in Clause 2.5)
- 4.3 If you are a Consumer Your right to cancel the Contract starts on the date the Contract is formed. You have fourteen working days to cancel the Contract. If you cancel the Contract within this period, and the exceptions set out in Clause 4.2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Contract.
- 4.4 To cancel the Contract You must email Us on piesupport@dyedurham.com without delay. We will advise You what we may be able to do to cancel the Order but You should be aware that as the Services are procured without delay, cancellation may not be possible where fulfilment of the Services has already started.
- 4.5 Following cancellation of the Contract (save for cancellation in accordance with Clause 4.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Clause 3.3.
- 4.6 Any refund We may make is at Our discretion.
- 4.7 Cancellation by You of part of a Search Pack will not entitle You to a refund in respect of the cancelled services. We may, at Our discretion, withhold any discount, rebate or commission We have agreed to pay You in respect of supply of Search Packs if sums due under any contract are outstanding or You have cancelled part of a Search Pack.
- 4.8 INSURANCE PRODUCTS: The cancellation provisions above vary for Insurance Products You order. Any Insurance Product may be cancelled within 14 days of the Contract start date. You should call Us on 01226 978264 or email Us at insuranceservices@dyedurham.com to discuss such cancellation.

5. EVENTS BEYOND OUR CONTROL

- 5.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

6. WARRANTIES AND LIABILITY LIMITS

- 6.1 Save as expressly provided in these Terms We exclude all other representations, warranties or conditions of any kind, either express or implied to the fullest extent permitted by law.
- 6.2 Nothing in these Terms limits or excludes Our liability for any matter for which it is unlawful to exclude or limit liability.
- 6.3 Subject to Clause 6.2 We are not liable to You;
- 6.3.1 in respect of any liability (howsoever arising) due to errors in the information You supplied to Us;
- 6.3.2 in respect of loss of profit (direct or indirect), indirect or consequential losses;
- 6.3.3 in respect of liability arising from supply of Third Party Products included in the Services and You are referred to the Third Party Supplier Terms;
- 6.3.4 in respect of an Official Search. However, note here that an Official Search has the benefit of unlimited indemnity (where the Appropriate Body is a water undertaker) or statutory compensation (where the Appropriate Body is a local authority) and We will use reasonable endeavours to assist You in making a claim in this way.

- 6.4 Where an error is found in respect of the Services or should, have been identified by You (acting with reasonable care and skill), before the contract for the legal transaction relating to the Property has been exchanged and such error is solely due to Our negligence in preparing, collating and providing the Service We shall, as the sole remedy in respect of the same, provide a replacement of the erroneous Services free of charge and shall have no further liability to You / the Customer even if the supply of the replacement may cause delay or abortive transaction.
- 6.5 Subject always to the above, where an error is found in respect of the Services after the completion of the legal transaction relating to the Property, provided that the error should not have been determinable under clause 6.4, Our liability to You / the Customer in respect of Our negligence in relation to the supply of Services is covered by professional indemnity insurance and limited to £20 million per claim or series of related claims.
- 6.6 **Regulated Local Authority Search.** In respect of each Regulated Search the Insured has the benefit of a SRIP. The SRIP is provided by First Title Insurance PLC and the policy is appended to each Regulated Search. The SRIP provides cover against an Adverse Entry to the level; of (a) £2 million. Our liability to a Customer in respect of an Adverse Entry is limited to these levels of cover.
- 6.7 You agree to indemnify Us in respect of any liability arising from any claim, allegation or proceedings brought by You, a Customer or any other third party that these Terms (and Third Party Supplier Terms) do not apply to the Services.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either Us or our Third Party Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights.
- 7.2 You agree that You will procure that Your Customer on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with Us change, amend, remove, alter or modify any trademark or proprietary marking on any search provided. You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Clause 8.

8. COMPLAINTS

- 8.1 See the information at the end of these Terms.

9. DATA PROTECTION

- 9.1 You are responsible for obtaining the information required to place an Order from Your Customer and for processing and collecting personal data so included in accordance with Data Protection Laws. We acknowledge that You are the data controller.
- 9.2 We will process any personal data You provide to Us as a data processor; please see the data processing notice incorporated in the Privacy Notice.
- 9.3 We will process data concerning You and your employees in accordance with the Privacy Notice.
- 9.4 IF YOU ARE A CONSUMER: In placing an Order You will provide Us with certain information and some of this is personal data; For example We will require details of the Property address, contact data and financial data. We process this information for contractual purpose to provide the Services including the processing of a payment. In the event of a claim against Us or under the SRIP We may gather further details from You and will share this with the relevant insurance provider to process Your Claim. We may also disclose Your information to companies within Our group of companies for administrative purposes or to comply with a legal obligation. Once the Order has been completed We will keep details of the transaction for 7 years for reporting purposes but We also keep copies of Regulated Searches for 20 years. This is because claims may only be known when a Property is re-sold and this period of time is the average period of home ownership. You have certain rights under the Applicable Data Protection Laws. Some of these rights are complex and you should read the guidance from the Information Commissioner (www.ico.org.uk) for a full explanation of these rights. You may exercise any right in respect of our processing of your personal data by written notice to Us.

Where We contact You at the request of your acting solicitor to arrange for payment of Services ordered on your behalf We will provide You with further information concerning privacy. At all times these Terms apply to the supply of such Services.

10. GENERAL

- 10.1 You shall make any complaint regarding the Services in accordance with the complaints policy at the end of these Terms.
- 10.2 You shall not be entitled to assign the Contract or any part of it without Our prior written consent.
- 10.3 We may assign the Contract or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Contract.
- 10.4 The parties to these Terms do not intend that any term shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 10.5 Failure or delay by Us in enforcing or partially enforcing any provision of the Terms will not be construed as a waiver of any of Our rights under the Contract.
- 10.6 Any waiver by Us of any breach of, or any default under, any provision of the Terms by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms herein.
- 10.7 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 10.8 Unless otherwise stated in these Terms, all notices from You to Us or vice versa must be in writing and sent to Our registered office address or Your address as stipulated in the Order.
- 10.9 In providing the Services We will comply with the Code as applicable.

10.10 These Terms and each Contract shall be governed by and construed in accordance with English law and shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

Important Consumer Protection Information

The Property Codes Compliance Board (“PCCB”) independently monitors how registered search firms maintain compliance with the Code.

The Code:

- Provides protection for homebuyers, sellers, estate agents, conveyancers and mortgage lenders who rely on the information included in property search reports undertaken by subscribers on residential and commercial property within the United Kingdom
- Sets out minimum standards which firms compiling and selling search reports have to meet
- Promotes the best practice and quality standards within the industry for the benefit of consumers and property professionals
- Enables consumers and property professionals to have confidence in firms which subscribe to the code, their products and services.

By giving You this information, the search firm is confirming that they keep to the principles of the Code. This provides important protection for You.

The Code's core principles - Firms which subscribe to the Search Code will:

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

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm’s final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

The Property Ombudsman Scheme
Milford House
43-55 Milford Street
Salisbury
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Web site: www.tpos.co.uk
E-mail: admin@tpos.co.uk

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

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

The Group complaints procedure is as follows:

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

Complaints should be sent to The Code Compliance Officer, PSG, Ground Floor, One Capitol Court, Barnsley, S75 3TZ or email piesupport@dyedurham.com.

If you are not satisfied with our final response, or we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: admin@tpos.co.uk.

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

These are the notes referred to on the following official copy

Title Number MS485662

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

DATED

5th February

2004

(1) HARVEY DEVELOPMENTS (LIVERPOOL) LIMITED

**(2) 150 UPPER PARLIAMENT STREET
MANAGEMENT LIMITED**

Arthur NW

(3) DAVID WATKINS

LEASE

**of premises known as
Apartment Number 3
Upper Parliament Street
Liverpool**

Cuff Roberts
Solicitors
Liverpool

(Ref: APJ/506525)

THIS LEASE is made this

5th day of February

2004

BETWEEN:-

- (1) HARVEY DEVELOPMENTS (LIVERPOOL) LIMITED (Co Reg No. 04247634) whose registered office is at 28 Crosby Road North Waterloo Liverpool L22 4QT ("the Landlord")
- (2) 150 UPPER PARLIAMENT STREET MANAGEMENT LIMITED (Co. Reg No.5038589) whose registered office is at North West Registration Services 9 Abbey Square Chester Cheshire CH1 2HU ("the Management Company")
Arthur NW
- (3) DAVID WATKINS of 30 Rixman Close Maidenhead SL5 2TU ("the Tenant")

1. Definitions and Interpretation

In this deed unless the context otherwise requires:-

- | | | |
|-----|------------------|--|
| 1.1 | "Accountant" | means the qualified accountant appointed by the Management Company pursuant to clause 10 of the Sixth Schedule hereto. |
| 1.2 | "Apartment" | means the property demised by this Lease as described in the Third Schedule hereto |
| 1.3 | "Apartments" | means the twelve (12) self-contained dwellings (including the Apartment) situate on the Development intended to be demised and which are comprised in the Building. |
| 1.4 | "Building" | means the building or buildings forming part of the Development and of which the Apartment form part |
| 1.5 | "Common Parts" | means those parts of the Building not comprised within the Apartments |
| 1.6 | "Development" | means the land buildings and works described in the First Schedule hereto and known for development purposes as 150 Upper Parliament Street Liverpool which is edged blue on the Plan 2. |
| 1.7 | "Insurance Rent" | means 8.33 per cent of the insurance premium paid by the Management |

- Company from time to time pursuant to the provisions of the Sixth Schedule hereto and which forms part of the Maintenance Expenses
- 1.8 "Interest Rate" means four per cent above the base rate from time to time of the Royal Bank of Scotland Plc (or the nearest equivalent chosen by the Management Company from time to time acting reasonably if such base rate ceases to exist
- 1.9 "Landlord" includes the person for the time being entitled to the reversion immediately expectant upon the term granted by this Lease
- 1.10 "Maintenance Expenses" means the monies actually expended or reserved for periodical expenditure by or on behalf of the Management Company at all times during the Term in carrying out the obligations specified in the Sixth Schedule hereto including the costs of insurance as therein provided.
- 1.11 "Maintained Property" means those parts of the Development which are more particularly described in the Second Schedule hereto and the maintenance of which is the responsibility of the Management Company.
- 1.12 "Other Lessess" means the lessees for the time being of the other Apartments.
- 1.13 "Plans" means the attached plans numbered 1 and 2
- 1.14 "Rights Granted" means the rights set out in the Fourth Schedule hereto
- 1.15 "Rights Reserved" means the rights set out in the Fifth Schedule hereto
- 1.16 "Service Charge" means 8.33 per cent of the Maintenance Expenses payable by the Tenant in accordance with the provisions of the Seventh Schedule hereto

- 1.17 "Service Installations" means sewers drains channels pipes watercourses gutters mains wire cables ducts flues conduits aerials tanks and soakaways and any other apparatus for the supply of water electricity gas telephone television or other communication signals or for the disposal of foul or surface water
- 1.18 "Tenant" includes the person for the time being entitled to the term granted by this Lease
- 1.19 "Term" means the term of two hundred and fifty years from and including the date hereof
- 1.20 "Transfer Date" means the date upon which the lease of the last remaining Apartment on the Development is completed.
- 1.21 "Premium" means £72,950.00 being the amount payable for the granting of this lease
- 1.22 The expressions "the Landlord" and "the Tenant" wherever the context so admits includes the person for the time being entitled to the reversion immediately expectant on the determination of the Term and the Tenant's successors in title respectively and any reference to a superior landlord includes the Landlord's immediate reversioner (if any) and any superior landlord at any time
- 1.23 Where the Landlord or the Tenant for the time being are two or more persons obligations expressed or implied to be made by or with such party are deemed to be made by or with such persons jointly and severally
- 1.24 Unless the context otherwise requires words and expressions (including the words and expressions the Landlord the Tenant and the Management Company) importing the singular include the plural and vice versa words importing any gender include every gender and reference to person include bodies corporate unincorporated associations partnerships and individuals
- 1.25 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done by another person and any covenant by the Landlord shall bind only the person who is for the time being entitled to the reversion immediately expectant on the determination of the Term
- 1.26 References to consent of the Landlord or the Management Company or words to similar effect mean a consent in writing signed by or on behalf of the Landlord the Management Company and to "approved" and "authorised" or words to similar effect mean (as the case may be) approved or authorised in writing by or on behalf of the Landlord

- 1.27 "Development" has the meaning given by Section 55 of the Town and Country Planning Act 1990
- 1.28 Any references to a specific statute include any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute" or "statutes" includes any regulations or orders made under such statute or statutes.
- 1.29 References to clauses recitals and schedules are references to clauses hereof and recitals and schedules hereto references to sub-clauses are unless otherwise stated references to sub-clauses of the clause in which the reference appears references to this lease include the recitals and schedules and the schedules form part of this lease as if set out in the body of this Agreement
- 1.30 Headings are for convenience only and shall not affect the construction or interpretation of this lease

2. Demise

In consideration of the Premium now paid by the Tenant to the Landlord (the receipt of which is hereby acknowledged) and of the rent and covenants on the part of the lessee hereinafter reserved and contained the Landlord with full title guarantee **HEREBY DEMISES** to the Tenant the Apartment **TOGETHER WITH** the Rights Granted and the Management Company to the extent that its interest in the Development allows with full title guarantee **HEREBY GRANTS AND CONFIRMS** to the Tenant the Rights Granted **TO HOLD** the same in each case unto the Tenant for the Term **SUBJECT TO** the Rights Reserved (which so far as not already affecting the Landlord's estate in the Apartment are hereby excepted and reserved from this demise) and to the covenants on the part of the lessee hereinafter contained **YIELDING AND PAYING** there by way of rent from the date of this Lease **FIRSTLY** a ground rent of one hundred pounds per annum on the First day of January in each year **SECONDLY** the Service Charge in accordance with the provisions of the Seventh Schedule hereto and **THIRDLY** the Insurance Rent in accordance with the provisions of the Sixth Schedule hereto

3. Tenant's Covenants

The Tenant for the mutual protection of the Landlord and of the Management Company and of the Other Lessees **HEREBY COVENANTS:-**

- 3.1 With the Landlord to observe and perform the obligations on the part of the lessee set out in Parts One Two and Three of the Eighth Schedule hereto
- 3.2 With the Management Company to observe and perform the obligations on the part of the lessee set out in Parts Two and Three of the Eighth Schedule hereto

- 3.3 With the Other Lessees to observe and perform the obligations on the part of the lessee set out in Part Three of the Eighth Schedule hereto

4. Landlord's Covenants

The Landlord in reliance upon the covenants on the part of the lessee herein contained **HEREBY COVENANTS** with the Tenant to observe and perform the obligations on the lessor's part set out in the Ninth Schedule hereto

5. Management Company's Covenants

The Management Company in reliance upon the covenants on the part of the lessee herein contained **HEREBY COVENANTS** with the Landlord and as a separate covenant with the Tenant to observe and perform the obligations on the part of the Management Company set out in the Tenth Schedule hereto

6. Agreements and Declarations

IT IS HEREBY AGREED AND DECLARED as follows:-

- 6.1 That if any of the rents reserved by this Lease or the Service Charge shall be unpaid for twenty-one days next after becoming due (whether formally demanded or not) or if any obligation on the part of the lessee hereunder shall not be performed or observed then it shall be lawful for the Landlord or any person or persons authorised by it at any time thereafter to re-enter the Apartment or any part of it in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach or non-observance by the Tenant of the covenants or conditions herein contained
- 6.2 That all rights and obligations of the Landlord and the Tenant respectively under this Lease shall be incidental to and devolve with the legal reversion immediately expectant on the Term and with the leasehold interest created by this Lease
- 6.3 Where the Tenant is more than one person it is declared that they are beneficial joint tenants and that the survivor of them can give a valid receipt for capital money arising on a disposition of the Apartment
- 6.4 Section 196 of the Law of Property Act 1925 shall apply to any notice demand or other instrument authorised to be served under this Lease and any notice served by the Landlord may be served by any agent of the Landlord
- 6.5 The rights hereby granted and reserved shall only take effect insofar as they are ascertained within Eighty years from the date hereof which period shall be the perpetuity period for the purpose of this Lease

7. Stamp Duty Certificate

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds two hundred and fifty thousand pounds

8. Third Parties

Unless expressly stated nothing in this Lease creates or will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties hereto

IN WITNESS whereof the parties have executed this deed as their deed the day and year first before written

FIRST SCHEDULE

The Development

ALL THAT the freehold property known as land 150 Upper Parliament Street Liverpool which said property forms the whole of the land registered at H M Land Registry with Title Number MS300534 **TOGETHER WITH** any buildings erections and Service Installations now or hereafter upon or under it.

SECOND SCHEDULE

The Maintained Property

1. Except as mentioned in paragraph 2 below the Maintained Property comprises the whole of the Development so far as the same is not comprised in the Apartments including in particular but without prejudice to the generality of the forgoing:
 - (a) The structural parts of the Building and the external parts of the Building including (but without prejudice to the generality of the foregoing) balconies the roofs roof lights and foundations the load-bearing walls and the exterior walls which bound each of the Apartment (whether or not load-bearing) and one half severed medially of all walls ceilings and floors separating the Common Parts from the Apartments including all window frames in each of the Apartments
 - (b) The Common Parts
 - (c) All Service Installations which do not exclusively serve or which are not used solely for the purpose of one of the Apartments.
 - (e) All equipment and installations used in common by the Tenant and the Other Lessees including (without limitations) entry phones security systems entry gates to the Development and bin stores
2. For the avoidance of doubt (but not by way of exhaustive definition) the following are excluded from the Maintained Property namely the walls within each of the Apartments which are not load-bearing; internal joinery; internal plaster and tiling or other internal surfaces of floors (including floor coverings) and ceilings of each of the Apartments; one half severed medially of all walls ceilings and floors which separately the Apartments from other Apartments or the Common Parts not being external walls.

THIRD SCHEDULE

The Apartment

The ground floor apartment no which forms part of the Building and is shown for the purposes of identification only edged red on Plan 1 TOGETHER WITH all landlord's fixtures fittings and appliances now or later in the Apartment

The Apartment includes the floors ceilings roof lights (if any) walls and doors bounding the Apartment but if they also form the boundary of any other the Apartments or of any other part of the Building then only the inner half of such floors ceilings and walls (divided in the case of floors and ceiling medially and horizontally through the main structure and in the case of walls medially and vertically through the main structure) and any Service Installations used solely for the Apartment (even if outside the boundaries defined above) but excludes any Service Installations which are not used solely for the Apartment and any air space or structure above or below the Apartment.

FOURTH SCHEDULE

Rights included in the Lease

The rights in this Schedule are granted for the benefit of the Apartment and the Tenant and (where appropriate) the tenant and occupiers of the Apartment and his and their visitors and employees in common with all other similarly entitled thereto

1. A right of way at all times and for all purposes in connection with the Apartment (with vehicles but only where appropriate) over the Maintained Property
2. The right in common with the Other Lessees to the free passage and running of water soil gas (if any) electricity telephone and television signals and other services from and to the Apartment through and from the Service Installations now or hereafter in on or under the Development
3. The right in common with the Other Lessees to use the refuse receptacles (if any) provided by the Management Company within any bin store situate on the Development for the disposal of normal household refuse
4. The right to connect normal appliances to any communal television aerials provided by the Management Company
5. The right of lateral and subjacent support and shelter for the Apartment from the adjoining and neighbouring parts of the Development
6. Such rights of access to and entry on the remaining parts of the Development (including the Apartments) as are necessary for the proper performance of the Tenant's obligations or for the repair decoration maintenance or inspection of the Apartment the Tenant forthwith making good any damage caused to any other part of the Development in exercise of this right of entry which shall be in accordance with paragraph 9 of the Eighth Schedule hereto
7. The right to the benefit of the covenants entered into or to be entered into by the Other Lessees in the form set out in Part Three of the Eighth Schedule hereto

FIFTH SCHEDULE

Rights to which this Lease is subject

The rights in this Schedule are excepted and reserved for the benefit of the Development (other than the Apartment) and of the Landlord and the Management Company and their lessees tenants employees and visitors as appropriate

1. The right of lateral and subjacent support and shelter for the remaining parts of the Development by and from the Apartment
2. Such rights of access and entry to the Apartment as are necessary for the repair decoration maintenance or inspection of any Service Installations serving any other parts of the Development the persons exercising such rights giving reasonable prior notice and forthwith making good any damage thereby caused to the Apartment
3. The right to the free passage and running of water soil gas (if any) electricity telephone and television signals and other services to and from the Development through and from any Service Installations within the Apartment with all rights necessary for inspecting cleaning repairing maintaining and reinstating the same the persons exercising such rights giving reasonable prior notice before entry and forthwith making good any damage thereby caused to the Apartment
4. The right to connect into and use any Service Installations which may be laid or constructed on or in the Apartment the persons exercising such rights giving reasonable prior notice and forthwith making good any damage thereby caused to the Apartment

SIXTH SCHEDULE

The Maintenance Expenses

1. Repairing re-building re-pointing cleaning decorating or otherwise treating as necessary and keeping the Maintained Property and every part of it in good and substantial repair order and condition and renewing and replacing all worn or damaged parts of it as and when reasonably necessary
2. Decorating treating and painting as reasonably determined by the Management Company from time to time the external surfaces of all external doors window frames and balconies forming part of the Common Parts
3. Keeping the Maintained Property (including the boundary walls and fences) in good condition and repair and renewing and replacing the same as and when reasonably necessary and tending and renewing any lawns flower-beds shrubs trees and hedges and maintaining repairing and (where necessary) replacing any lights lighting columns footpaths fences walls pergolas benches seats or garden ornaments on the Maintained Property and contributing to the maintenance of any road or Service Installations serving the Development which are not adopted by the Local Authority
4. Insuring the Development and any landlord's fixtures and fittings for such sum as the Management Company reasonably believes to be the full reinstatement value against loss or damage by fire lightning explosion earthquake landslip subsidence riot civil commotion aircraft and items falling therefrom aerial devices storm flood impact by vehicles damage by malicious persons or vandals together with such other risks as are usual for a normal comprehensive policy in respect of buildings similar to those constructed on the Development provided:
 - (a) This provision is subject to the Tenant's right of objection mentioned in paragraph 2 of the Seventh Schedule below
 - (b) The Management Company shall obtain the approval of the Landlord (not to be unreasonably withheld) to the company or office with which the insurance is placed and to the sum insured and to the risks covered
 - (c) The insurance shall include the cost of demolition and clearing of buildings and necessary planning applications and 10 per cent of the sum insured for architects' and surveyors' fees
 - (d) If the money receivable under any such insurance shall be insufficient to meet the cost of the necessary works of re-building repair or reinstatement then the deficiency shall be treated as a further item of

expense under this Schedule recoverable from the lessees of the Apartments accordingly

- (e) The insurance shall be effected in the joint names of the Landlord and the Management Company and cover shall extend to the lessees for the time being of the Apartments and their mortgagees
 - (f) The Landlord and the Management Company shall not insure those contents of the Apartment which would normally be insured under a domestic contents insurance policy
5. Insuring any risks for which the Landlord or the Management Company may be liable as an employer of persons working on the Development or as the owner of the Development or any part of it so far as reasonably practicable
 6. Providing a bin store adequate for the Development and arranging for the emptying of receptacles for normal household rubbish for the use of the lessees of the Apartments if this is considered necessary
 7. Paying:-
 - (a) all rates taxes duties charges assessments and outgoings whatsoever including water rates (whether parliamentary parochial local or of any other description) assessed charged or imposed upon or payable in respect of the Maintained Property or any part of it except in so far as the same are the responsibility of the individual lessee of any of the Apartments; and
 - (b) all costs of electricity gas and other services supplied to the Maintained Property except insofar as the same are the responsibility of the individual lessees of any of the Apartments
 8. Abating any nuisance and executing such works as may be necessary for complying with any notice served by a Local Authority in connection with the Development or any part of it in so far as the same is not the liability of or attributable to the fault of any individual lessee of any of the Apartments
 9. Preparing copying and supplying to the lessees of the Apartments copies of any regulations notices or circulars made by the Management Company or any other person governing the use of the Apartment and/or the Maintained Property
 10. Generally managing and administering the Development and protecting the amenities of the Development and for the purpose employing a firm of managing agents and (in so far as the Management Company thinks fit) enforcing or attempting to enforce the observance of the covenants on the part of any lessee of any of the Apartments
 11. Appointing (at the Management Company's discretion) a qualified accountant

for the purpose of auditing the accounts in respect of the Maintenance Expenses and certifying their total amount for the period to which the account relates

12. Complying with the requirements and directions of any competent authority and with the provisions of all statutes and all regulations orders and bye-laws made under them relating to the Development except in so far as such compliance is the responsibility of the lessee or lessees of the Apartments
13. Administering the Management Company itself and arranging for all necessary meetings to be held and complying with all relevant statutes and regulations and orders and (if the Management Company think fits) employing a suitable person or firm to deal with these matters
14. The provision maintenance and renewal of any other equipment and the provision of any additional or alternative services for any of the matters covered by this Sixth Schedule and the improvement of the Maintained Property which in the opinion of the Management Company it is reasonable to provide or carry out and which (at the time when the equipment or services concerned are first provided or carried out) the lessees of at least two-thirds of the Apartments wish-the Management Company to provide or carry out
15. Engaging such persons or sub-contractors as may be necessary to carry out the Management Company's obligations under this Schedule
16. At the Management Company's absolute discretion, the provision of a reserve fund for the benefit of the tenants of the Building to be applied at such time or times as the Management Company shall consider appropriate towards any major items of expenditure within the Maintenance Expenses which occur less frequently than once a year
17. Providing maintaining servicing repairing and renewing an entry phone system within the Building
18. Providing for the cleaning maintenance decoration and lighting of the Common Parts together with the cost of providing maintaining repairing servicing and renewing any communal television aerials and satellite dishes (if any) erected on the Common Parts and all lifts serving the Building
19. The provision maintenance servicing and replacing of fire fighting equipment and alarms for the Common Parts

SEVENTH SCHEDULE

The Service Charge

1. The Maintenance Expenses shall (after deduction of any expenditure to be met out of any reserve fund referred to in paragraph 16 of the Sixth Schedule above) be borne by the lessees of the Apartments and the following provisions shall apply:-
 - (a) the Accountant shall after auditing the Management Company's accounts in respect of the Maintenance Expenses pursuant to Clause 10 of the Sixth Schedule hereof produce a certificate ("the Accountant's Certificate") certifying the total amount of the Maintenance Expenses for the period to which the accounts so audited relate
 - (b) the Accountant's Certificate shall (subject as hereinafter mentioned) be binding on the Management Company and the Tenant
2. If the Tenant shall at any time during the Term object to any item of the Maintenance Expenses as being unreasonable or to the insurances mentioned in the Sixth Schedule above being insufficient (whether as to the sum insured or the risks covered) then after the Tenant has paid to the Management Company the Service Charge in accordance with paragraph 3 of this Schedule the matter in dispute shall be determined by a person to be appointed for the purpose by the President for the time being of the Royal Institution of Chartered Surveyors. The person so appointed shall act as an arbitrator and his decision shall bind both parties. His costs shall be borne equally by the parties unless he otherwise directs. After the decision of the appointed arbitrator (mentioned above) any overpayment by the Tenant shall be credited against future payments due from the Tenant to the Management Company under this Schedule or (if the Tenant so requires) repaid to the Tenant
3. The first payment of Service Charge shall be calculated as follows:-
 - (a) The Management Company (or its managing agents) shall within twenty-eight days of the Transfer Date prepare an estimate ('the Estimate') of the Maintenance Expenses which will be incurred for the period between the Transfer Date and 31st December 2003 and shall within a further seven days serve the Tenant with a copy of the Estimate
 - (b) The Tenant shall within twenty-one days of service on the Tenant of the Estimate pay to the Management Company (or its managing agents) 8.33 per cent of the amount set out within the Estimate
 - (c) The amount (if any) by which the Service Charge when determined for the period to 31st December 2003 exceeds the total sums paid by the Tenant to the Management Company pursuant to paragraph 3(b) of this

Schedule during that period will be payable within twenty-one days after the service by the Management Company on the Tenant of the copy of the summary and certificate referred to in paragraph 4 of this Schedule for that period. If the total sums paid by the Tenant to the Management Company pursuant to paragraph 3(b) of this Schedule exceed the Service Charge then such excess shall be retained by the Management Company and used to make up any shortfall in future years between the Service Charge and sums actually paid by the Tenant pursuant to the terms of this Schedule

4. A summary of the Maintenance Expenses for the period ending on the 31st December 2003 and for each subsequent year ending on 31st December during the Term of this Lease shall be prepared and the Management Company shall within six months of the date of each summary serve on the Tenant a copy of it and of the Accountant's Certificate
5. The Tenant shall subsequently pay to the Management Company the Service Charge as follows:-
 - (a) In advance by two equal instalments on the 1st January and 1st July in every year throughout the Term 8.33 per cent of the amount estimated by the Management Company (or by its managing agents) as the Maintenance Expenses for the period ending on and including the next 31st December.
 - (b) The amount (if any) by which the Service Charge exceeds the total sums paid by the Tenant to the Management Company pursuant to paragraph 5(a) of this Schedule during that period will be payable within twenty-one days after the service by the Management Company on the Tenant of the copy of the summary and certificate referred to in paragraph 4 of this Schedule for the period in question. If the total sums paid by the Tenant to the Management Company pursuant to paragraph 5(a) of this Schedule exceeds the Tenant's Proportion then such excess shall be retained by the Management Company and used to make up any shortfall in future years between the Service Charge and sums actually paid by the Tenant pursuant to paragraph 5(a) of this Schedule
6. The Management Company may in its absolute discretion amend from time to time the date on which the accounting period referred to in paragraph 2 above ends or the payment dates referred to in paragraph 3 above. In such case the Management Company shall notify each of the lessees of the Apartments in writing
7. The Tenant shall pay the Insurance Rent within fourteen days of a written demand for the same being made by the Management Company

EIGHTH SCHEDULE

Covenants by the Tenant

PART ONE

Covenants enforceable by the Landlord

1. To pay the rents reserved by this Lease as provided herein and without deduction or exercising any right of set off
2. To yield up the Apartment at the termination of the term
3. To pay all costs charges and expenses (including legal costs and fees payable to a surveyor and any value added tax thereon) incurred by the Landlord in or in contemplation of any proceedings or the service of any notice under sections 146 and 147 of the Law of Property Act 1925 including the reasonable costs charges and expenses of and incidental to the inspection of the Apartment the drawing up of schedules of dilapidations and notices and any inspection to ascertain whether any notice has been complied with and such costs charges and expenses shall be paid whether or not forfeiture for any breach shall be avoided otherwise than by relief granted by the court

PART TWO

Covenants enforceable by the Landlord and the Management Company

1. To pay and discharge all rates taxes assessments charges duties and other outgoings whatsoever whether parliamentary parochial or of any other kind which now are or during the Term shall be assessed or charged on or payable in respect of the Apartment or any part of it or by the lessor lessee owner or occupier in respect of it
2. Until the Maintained Property described in the Second Schedule shall have been transferred to the Management Company to pay to the Landlord and thereafter following the transfer of the Maintained Property to the Management Company to pay to the Management Company the Service Charge and the Insurance Rent as provided in the Seventh Schedule above and also to pay any Value Added Tax thereto
3. To keep the Management Company and the Landlord fully indemnified in respect of council tax water rate and charges for other services payable in respect of the Apartment which the Landlord or the Management Company shall from time to time during the Term be called upon to pay such sum or sums to be repaid to the Landlord or the Management Company on demand
4. To repair and keep the Apartment (but excluding such parts of the Apartment as

are included in the Maintained Property) and every part of it and all landlord's fixtures fittings and appliances in it and all additions to it in good and substantial repair order and condition at all times during the Term including the prompt renewal and replacement of all worn or damaged parts but so that the Tenant shall not be liable for:

- (a) any damage which may be caused by any of the risks covered by the insurance referred to in paragraph 3 of the Sixth Schedule above (unless such insurance shall be wholly or partially vitiated by any act or default of the Tenant or other the occupiers of the Apartment or of any member of the family employee or visitor of the Tenant or such occupiers) or
 - (b) for any work for which the Management Company may be expressly liable under the covenants on the part of the Management Company in the Tenth Schedule below
5. If the Tenant shall (in the exercise of the rights conferred upon him by paragraph 7 of the Fourth Schedule above) require access to any other part of the Building to give at least forty-eight hours' notice in writing (except in cases of extreme urgency) to the management Company and to the occupiers of that part of the Building to which the Tenant requires access and the Tenant shall on giving such notice be entitled to have access to such part of the Building but shall act carefully and reasonably doing as little damage as possible to any part of the Building and forthwith making good all damage done
 6. To indemnify the Landlord and the Management Company against any claims by occupiers of or visitors to the Apartment insofar as the Tenant has legal liability other than claims resulting from a breach by the Landlord or the Management Company of its obligations under this Lease or in respect of any matter covered by the insurances maintained under the Sixth Schedule above
 7. Not to interfere with or obstruct in the performance of the duties from time to time imposed by the Management Company upon any employee of the Management Company
 8. To permit the Landlord or the Management Company or their respective agents with or without workmen and others at any convenient hours in the daytime to enter the Apartment for the purpose of inspection and upon notice being given to the Tenant specifying any repairs or works necessary to be done for which the Tenant is liable under this Lease forthwith to comply with the same and if the Tenant shall not within thirty days after the service of such notice proceed diligently with the execution of such repairs or works then to permit the Landlord or the Management Company or their respective agents with or without workmen and appliances to enter upon the Apartment and cause such repairs or works to be executed and the cost thereof shall be repayable by the Tenant on demand. This right of entry shall be in accordance with paragraph 3 of the Tenth Schedule below
 9. To make good any damage to any part of the Development caused by any act

omission or negligence of any occupant of or person using the Apartment and (without prejudice to the generality of the foregoing) not to damage or interfere with any aeriels and Service

Installations belonging to the Development (whether or not attached to or included in the Apartment) and not to do anything which may damage or destroy any plants trees or shrubs planted on the Development and to replace at their own cost any part of the landscaping scheme so damaged or destroyed forthwith

10. Not to bring into the Apartment or any part thereof any article which will impose an excessive load on any part of the floor surface or any article which is likely to cause harm to the Development or the occupants of it
11. Not to do or permit or suffer any act or omission which may render any increased or extra premium payable for the said insurance of the Development or any part of it or which may make void or avoidable any such insurance and so far as the Tenant is liable hereunder to comply in all respects with the reasonable requirements of the insurers with which the Development or any part thereof may for the time being be insured
12. Forthwith to make good to the Management Company all loss or damage sustained by the Management Company as a result of any breach of the last covenant above
13. Not to play any equipment or instrument for reproducing or making sound so as to be unreasonably audible in any other of the Apartments nor to cause any excessive noise in the Apartment which may be or become a nuisance or annoyance to lessees of other Apartments in the Building
14. Not to dispose of rubbish or store the same upon any part of the Common Parts or the Landscaping or the Service Roads except in such receptacles and in such positions as the Management Company may from time to time designate and determine
15. Not to hang any washing or other articles outside the windows of the Apartment
16. Not to fix anything on the outside of the Apartment (whether inside or outside the Building) and without prejudice to the generality of the foregoing this prohibition includes television and other aeriels and satellite dishes window boxes and notices of any kind
 - (a) To comply with all such regulations as the Management Company shall from time to time make for the preservation of the amenities of the Development or for the general convenience of the occupiers of the Building (the Management Company having the power to vary or add to such regulations from time to time as it thinks fit) including any regulations listed in the Eleventh Schedule below

- (b) To make every endeavour to ensure that all persons living in or visiting the Apartment or any part of the Maintained Property shall comply with both the lessee's covenants and the regulations referred to in subparagraph 16(a) above
17. To deliver to the Management Company promptly a copy of every notice or other document likely to affect the Apartment received by the Tenant from any authority or person whether such notice or other document was served upon the Tenant or upon any sub-tenant of the Tenant
 18. To comply in all respects at the Tenant¹'s own cost with the provisions of any statute or statutory instrument order rule or regulation and of any order direction or requirement made or given by any planning authority or the appropriate minister or court (whether requiring anything to be done or omitted by landlord tenant or occupier) so far as the Tenant is liable hereunder and forthwith to give notice in writing to the Management Company of the making or giving of such order direction or requirement as aforesaid
 19. Not to cut maim or injure nor to make any breach in any part of the structure of the Apartment nor without the previous consent in writing of the Management Company or its agents to make any alteration whatsoever to the plan design elevation doors or windows of the Apartment nor to open up any floors walls or ceilings for the purpose of altering repairing or renewing any Service Installations nor to alter any of the landlord's fixtures fittings or appliances in the Apartment and not to commit or allow any waste or spoil on or about the Apartment or any part of the Development
 20. On making application for any such consent as aforesaid to submit to the Management Company or its agents any plans block plans elevations or specifications reasonably required and to pay the Management Company's legal and surveyors' fees (and the value added tax thereon) in connection with such application and to carry out any work authorised in accordance with the approved details
 21. Not to assign transfer underlet charge or part with the possession or occupation of only a part or parts of the Apartment (as opposed to the whole of the Apartment)
 22. To notify the Management Company in writing of any proposed assignment transfer underletting or parting with possession or occupation of the whole of the Apartment
 23. On every assignment or transfer of the Apartment and in every underlease or tenancy agreement (which expression shall in this sub-clause include any immediate or derivative underlease or tenancy agreement) of the Apartment to insert a covenant by the assignee underlessee or tenant (as the case may be) directly with the Management Company **FIRSTLY** to observe and perform the covenants on the part of the lessee and conditions contained in Parts Two and Three of this Eighth Schedule to this Lease and **SECONDLY** in every assignment or transfer of the Apartment to include a condition that the intending

assignee or transferee shall upon completion of the assignment or transfer apply to become registered as a member of the Management Company and shall accept the transfer to such assignee or transferee of such share in the Management Company in accordance with paragraph 25 of this Schedule and **THIRDLY** that the Landlord and Tenant hereby apply to the Chief Land Registrar to enter the following restriction against the title to the Apartment :-

"Except under an order of the Chief Land Registry no dealing or disposition by the proprietor of the Apartment for the time being shall be registered without the production of the Deed of Covenant duly signed by the Assignee Under-Lessee or Tenant (as the case may be) directly with the management company".

24. Within one month after the date of the execution or coming into effect of any and every assignment transfer mortgage charge underlease or tenancy agreement (including any immediate or derivative underlease or tenancy agreement) of the whole of the Apartment for any term or assignment of such underlease or grant of probate or letters of administration order of court or any other matter disposing of or affecting the Apartment or devolution of or transfer of title to the same to give or procure to be given to the solicitors of the Management Company and the Landlord notice in writing of such disposition or devolution or transfer of title with full particulars thereof and in the case of an underlease (if required by the Landlord) a copy thereof for registration and retention by it And at the same time to produce or cause to be produced to them the document effecting or (as the case may be) evidencing such disposition or other matter paying therefor such reasonable registration fee as the Management Company shall from time to time decide
25. Upon the grant of this lease at the direction of the Landlord to subscribe to or take a transfer of such share or shares in the Management Company as the Landlord shall determine and upon any assignment or transfer by the Tenant of this Lease to immediately assign or transfer such share or shares in the Management Company to such assignee or transferee

PART THREE

Covenants enforceable by the Landlord and/or the Management Company and/or the Lessees

1. To use the Apartment as a whole as a private residence and (without prejudice to the generality of the foregoing) not to carry on or allow to be carried on any trade business or profession in or from the Apartment
2. Not to allow any motor vehicle wheeled vehicle or other form of transport to be parked on any part of the Development

3. Not to park any vehicle on any part of the Development other than in the Garage
4. Not to park bicycles or other similar items on any part of the Development other than in the bicycle store provided
5. Not to park any caravans or boats on any part of the Development and not to carry out any repairs to motor vehicles on the Development
6. Not to use or permit or suffer the Apartment to be used for any illegal immoral or improper purpose and not to do permit or suffer in the Apartment any act or thing which shall or may be or become a nuisance damage annoyance or inconvenience to the Landlord or to the lessees or occupiers of any other Apartments or to the owners or occupiers of any neighboring property and to pay all costs charges and expenses of abating a nuisance and executing all such works as may be necessary for abating a nuisance or for carrying out works in obedience to a notice served by a Local Authority in so far as the same is the liability of or wholly or partially attributable to the default of the Tenant
7. In the event of any sums due by the Tenant hereunder not being paid within fourteen days of the same becoming due the Tenant shall in addition be liable for and shall pay interest on such sums for the period from the due date for payment until the date of payment (and as well before as after any judgment) at the Interest Rate
8. Not to keep any animal in the Apartment other than one domestic cat
9. Not to hold any barbecues on the Development
10. To clean the windows of the Apartment externally and internally at least once every three months
11. Not to exhibit For Sale notices on any part of the Apartment or the Common Parts within three years from the date hereof

NINTH SCHEDULE

Covenants on the part of the Landlord

1. The Tenant performing and observing the several covenants on the lessee's part and the conditions herein contained shall peaceably hold and enjoy the Apartment and the rights hereby granted during the Term without any lawful interruption from or by the Landlord or any person lawfully claiming under or in trust for it
2. For the reasonable protection of the Apartment to enforce or assist the Tenant in enforcing covenants by any of the Other Lessees PROVIDED THAT the Tenant shall (if required fully indemnify the Landlord against all costs and expenses in respect of such enforcement and provide such security for costs and expenses as the Landlord may reasonably require
3. To transfer the freehold in the Maintained Property to the Management Company within twenty-eight days of the Transfer Date for the consideration of one pound sterling in the form of Agreement contained within the Twelfth Schedule
4. To maintain in good repair the Maintained Property in accordance with paragraph 1 of the Sixth Schedule until such time as the Maintained Property is transferred to the Management Company in accordance with paragraph 3 of this Ninth Schedule
5. To insure and keep insured the Maintained Property until such time as the Maintained Property is transferred to the Management Company in accordance with paragraph 3 of this Ninth Schedule
6. Until the completion of the transfer of the freehold to the Management Company to comply with the covenants contained in the Tenth Schedule.

TENTH SCHEDULE

Covenants on the part of the Management Company

1. From and including the date upon which the Maintained Property shall be transferred to the Management Company in accordance with paragraph 3 of the Ninth Schedule and insofar as the Management Company considers it reasonable and in the best interests of the lessees of the Apartments generally to carry out the works and to do the acts and things set out in the Sixth Schedule above **PROVIDED THAT:**
 - (a) the Management Company shall not be entitled to exercise any discretion or power under this Lease in a way which is unreasonable in the particular circumstances
 - (b) the Management Company shall in no way be held responsible for any damage caused by any want of repair to the Development or defects in it for which the Management Company is liable hereunder unless and until notice in writing of any such want of repair or defect has been given to the Management Company and the Management Company has failed to make good or remedy such want of repair or defect within a reasonable time of receipt of such notice
 - (c) nothing in this covenant shall prejudice the Management Company's right to recover from the Tenant or any other person the amount or value of any loss or damage suffered by or caused to the Management Company or the Maintained Property by the negligence or other wrongful act or default of such persons
 - (d) the Management Company shall not be responsible for any loss or inconvenience occasioned by the breakdown of or any stoppage for repairs or any other reason beyond the Management Company's control of any water gas or electricity supplies or other services
 - (e) the Management Company shall not be liable for any failure to provide employees and workmen necessary in connection with the Development if it shall have used its reasonable endeavours to obtain them
2. To accept a transfer of the Maintained Property in accordance with the terms of paragraph 3 of the Ninth Schedule
3. To forthwith rebuild repair or reinstate in a good and substantial manner (unless prevented by government or other regulations strikes lockouts and other causes beyond the Management Company's control) such parts of the Development as shall from time to time be destroyed or damaged by the risks against which the Management Company insured pursuant to paragraph 3 of the Sixth Schedule applying for the purpose the money to be received by virtue of the insurance of

the Development

4. If the Management Company shall require access to the Apartment for the purposes of exercise and or discharge of the rights and/or obligations herein before reserved then to give to the Tenant at least forty-eight hours' notice in writing (except in emergency) of such requirement and the Management Company shall upon giving such notice be entitled to have access to the Apartment for those purposes **PROVIDED THAT** the Management Company shall act carefully and reasonably doing as little damage to the Apartment as possible and forthwith making good all damage done

ELEVENTH SCHEDULE

Management Company Regulations

1. Each lessee is responsible for ensuring that his or her family and visitors comply with these regulations.
2. No alterations, repairs or renewal must be made to electrical wiring, water pipes or items provided by the Management Company or any services whatsoever
3. No electrical appliances shall be used in any of the Apartments unless it has an effective suppressor and electrical installations shall not be overloaded
4. Not to hang washing on or upon the Building so as to be visible from outside the Apartment
5. Not to erect or affix to the Building or any part thereof any TV aerial or Satellite Dish
6. No barbecues are to be held on the Development

TWELFTH SCHEDULE

Form of Agreement

A G R E E M E N T

Date

2002

1. Interpretation and Construction

1.1 In this Agreement the terms defined by Clause 1.1 have the meanings specified unless the context otherwise requires:-

Seller	HARVEY DEVELOPMENTS (LIVERPOOL) LIMITED (Co Reg No. 04247634) whose registered office is at 28 Crosby Road North Waterloo Liverpool L22 4QF
Seller's Solicitors	MACE & JONES of Drury House 19 Water Street Liverpool L2 0RP reference: APRJ
Buyer	150 UPPER PARLIAMENT STREET MANAGEMENT COMPANY LIMITED (Co Reg No.) whose registered office is at
Buyer's Solicitors	[] Reference []
Property	ALL THAT the freehold land and buildings on the north side of Being the whole of the land registered at H M Land Registry with Title Absolute under title number MS300534
Purchase Price	One pound (£1)
Completion Date	[]
Standard Conditions	Standard Condition of Sale (Third Edition) as amended or varied by this Agreement and reference herein to specific Standard Conditions are reference to the several conditions to the Standard Conditions
Incumbrances	The matters set out in clause 13.6
VAT replacing or	Value added tax and any other tax of a like nature supplementing the same.

- 1.2 Words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender and vice versa;
- 1.3 Words importing persons shall include firms companies and corporations and vice versa;
- 1.4 Words importing the singular shall be construed as importing the plural and vice versa;
- 1.5 where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons;
- 1.6 Save where otherwise stated any reference to a numbered clause or schedule means the clause or schedule in this agreement which is so numbered;
- 1.7 Unless otherwise specified any reference to an Act of Parliament includes a reference to that Act as amended or replaced whether before or after the date of this Agreement and to subordinate legislation or by-laws made under it an any general reference to statute or legislation includes subordinate legislation and by-laws;
- 1.8 The headings appearing in this Agreement are for ease of reference only and shall not affect construction;
- 1.9 The Schedules to this Agreement shall be incorporated within and form part of this Agreement

2. Sale and Purchase

The Seller agrees to sell and the Buyer agrees to buy the Property on the Completion Date for the Purchase Price subject to the terms and conditions herein contained

3. Deposit

The Buyer shall on or before the date of this Agreement pay the Deposit to the Seller's Solicitors by means of cash or telegraphic or other direct transfer banker's draft or a building society or bank guarantees cheque or a cheque drawn on a solicitor's clients' account

4. Possession

The Property is sold subject to the Incumbrances on the Completion Date

5. Matters Affecting the Property

The Property is sold subject to but with the benefit of (and so far as the Seller can legally assign the same) (as appropriate) the Incumbrances and the Buyer will raise no requisition enquiry or objection in that respect

6. Title

The Seller's title has been deduced in accordance with Section 110 of the Land Registration Act 1925 prior to the date of this Agreement and the Buyer shall be deemed to purchase with full knowledge thereof and to accept the title so deduced and will raise no requisition enquiry or objection in that respect

7. Capacity of Seller

7.1 No Title Guarantee shall be implied in this Agreement save as provided in clause 7.2

7.2 The Transfer of the Property shall be with Full Title Guarantee:-

(a) but subject to all matters to which the Property is sold under this Agreement

(b) and the words "at his own cost" in the covenant implied by Section 2 (1) (b) of the Law of Property (Miscellaneous Provisions) Act 1994 ("the Act") are replaced by the words "at the Buyer's cost"

7.3 For the purpose of Section 6 (2) of the Act all matters recorded in registers open to public inspection are deemed to be within the actual knowledge of the Buyer

7.4 The assurance of the Property shall contain a clause incorporating the provisions of paragraphs 7.2 and 7.3

8. Covenants

In the assurance of the Property the Buyer shall enter into the following covenant:

"for the purpose of affording to the Seller a full and sufficient indemnity but not further or otherwise the Buyer hereby covenants with the Seller that the Buyer and persons deriving title under the Buyer will at all times hereafter observe and perform the covenants conditions agreements stipulations declarations and other provisions contained mentioned or referred to in or arising under the Property and Charges registers of the title to the Property and any deeds or documents listed or referred to in them] [so far as the same relate to the Property and are still subsisting and are capable of being enforced] and will [so far as aforesaid] indemnify and keep indemnified the Seller and its

successors in title from and against all losses costs actions proceedings claims demands expenses and liabilities whatsoever in respect of any non observance or non performance thereof

9. Assurance

The assurance of the Property shall be prepared engrossed executed and stamped in duplicate by and at the expense of the Buyer who shall deliver to the Seller's Solicitors as soon as possible after completion the duly completed and stamped duplicate.

10. VAT

The sums payable and the supplies made under this Agreement (including the Purchase Price) are exclusive of VAT and:-

- 10.1 if any such sum or supply gives rise automatically to a positive rated charge to VAT; or
- 10.2 if any such sum or supply gives rise to a positive rated charge to VAT at the election of the Seller and the Seller so elects before completion (such election being entirely at the option of the Seller and being binding on the parties hereto)

then and in any such case the Buyer shall pay VAT in addition thereto and a reference in this Agreement to VAT shall include any other tax replacing or supplementing the same

11. Representations

The Seller's Solicitor's written replies to enquiries raised by the Buyer's Solicitors are the only authorised statements made by or on behalf of the Seller in connection with this sale and the Buyer accepts that it has not acted in reliance on any other representation warranty or statement made by or purported to be made on behalf of the Seller

12. Standard Conditions

The Standard Conditions apply to this Agreement so far as the same are applicable to a sale by private treaty and are not varies by or inconsistent with the provisions hereof save that the Standard Conditions shall be amended as follows:-

- 12.1 Standard Condition 1.1.1(g) the "contract rate" is 4% per annum above National Westminster Bank plc base lending rate from time to time
- 12.2 Standard Condition 1.1.1(n) insert at the end the following "and such working day shall expire at 5.30 pm"

- 12.3 Standard Condition 1.3.6 (a) and (b) insert after "posting" the following "unless returned undelivered"
- 12.4 Standard Condition 2.2 delete
- 12.5 The Incumbrances subject to which the Property is sold include as well as those referred to in Standard Condition 3.1.2 (as amended) the following:-
- (a) Matters registerable upon a public register as well as matters registered including entries on registers maintained at the H M Land Registry and its Land Charges Department
 - (b) If the title to the Property is registered all matters (other than financial charges) stipulated on the Registers of Title to the Property and/or any matters contained or referred to in such registers or referred to in any documents which have been disclosed to the Buyer's Solicitors prior to the date hereof
 - (c) All easements and liabilities wayleaves rights of way and water rights of common public rights and other rights quasi easements and liabilities in each case whether latent or otherwise affecting the Property
 - (d) All overriding interests as defined in Section 70 of the Land Registration Act 1925 or which if title were registered would be overriding interests
 - (e) All notices served and orders demands proposals or requirements made by any local or other public or competent authority whether before or after the date of this Agreement
 - (f) All actual or proposed charges notices or restrictions agreements conditions or other matters arising under any enactment relating to town and country planning
 - (g) All matters revealed or which would have been revealed by searches enquiries and inspections which the Buyer made or which a prudent Buyer would make
 - (h) Matters revealed in correspondence between the parties Solicitors including matters revealed in written replies to written enquiries raised by the Buyer's Solicitors
- 12.6 Standard Condition 3.1.2(d) delete "those" and insert "financial charges protected by such entries in registers"
- 12.7 Standard Condition 3.1.3 delete
- 12.8 Standard Condition 3.4.2 and 3.4.3 delete and substitute the following "the

Seller and the Buyer shall have no implied right of light air or otherwise over the Property and the retained land respectively and Section 62 of the Law of Property Act 1925 and the rule in Wheeldon -v- Burrows shall not apply and an appropriate declaration to such effect shall appear in the assurance of the Property"

12.9 Standard Condition 4.1.1 4.1.2 and 4.1.3 4.1.4 and 4.2.1 and 4.2.2 and 4.3.2 delete

12.10 Standard Condition 5.1.1 and 5.1.2 delete and insert the following in substitution "5.1.1 Section 47 of the Law of Property Act 1925 shall not apply

5.1.2 the Property is at the risk of the Buyer and the Seller is under no duty to the Buyer to maintain any insurance on the Property save where the Property is subject to a lease and the Seller has an obligation to insure under the lease

5.1.3 save as aforesaid if the Property is destroyed or damaged prior to actual completion and the proceeds of any insurance policy effected by or for the Buyer are reduced by reason of the existence of any policy effected by or for the Seller the purchase price shall be abated by the amount of such reduction

5.1.4 Standard Condition 5.1.3 shall not apply where the proceeds of the Seller's policy are applied towards the reinstatement of the Property pursuant to any statutory contractual or other like obligation"

12.11 Standard Condition 6.1.2 and 6.1.3 Substitute "12.30 pm" for "2.00 pm"

12.12 Standard Condition 6.3.3 delete and insert the following "Apportionment is to be made on the date of actual completion unless the Seller notifies the Buyer that it is to be from the Completion Date"

12.13 Standard Condition 6.4(b) delete the words "or allowed"

12.14 Standard Conditions 6.5.1 insert at the end the following words "unless the Buyer is in material breach of the Agreement and the Seller lawfully refuses to complete in reliance on that ground"

12.15 Standard Condition 6.7 (a) delete

12.16 Standard Condition 6.7(c) the bank account nominated by the Seller's Solicitors is Mace & Jones clients account National Westminster Bank 22 Castle Street Liverpool Sort code 60-13-19 Account Number 00530190

12.17 Standard Condition 6.8.4 add at the end the following words "together in either case with interest at the Contract Rate from the date of the contract"

12.18 Standard Condition 7.1.1 insert after the words "leading to it" the words "made or confirmed in writing by the Seller's Solicitors on behalf of the Seller"

12.19 Standard Condition 7.3 delete and insert the following in substitution:-

7.3.1. If the purchase shall not be completed on the Completion Date then the Buyer shall pay compensation to the Seller except so long as or to the extent that delay in completion is attributable to any act or default of the Seller or his mortgagee

7.3.2 Compensation is calculated at the contract rate on the Purchase Price (less any deposit paid) between the Completion Date and actual completion

7.3.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract

7.3.4 In the event of compensation being payable under Standard Condition 7.3.1. the Seller shall be entitled to the income of the Property as well as compensation at the contract rate"

12.20 Add as a new Standard Condition the following "Standard Condition 7.7- If the Buyer or any one of them enters into liquidation or has winding up order made against it or petitions the court for his own bankruptcy or has a bankruptcy order made against him or has an interim receiver appointed over its Property or becomes the subject of an administration order or if a receiver or an administrative receiver is appointed in respect of the Buyer or any of its assets or the Buyer enters into an arrangement for the benefit of its creditors or becomes insolvent or distress sequestration or execution is levied on its goods the Seller may serve written notice upon the Buyer withdrawing from the contract and Standard Condition 7.5.2 then applies with such event being treated as breach of contract by the Buyer

13. Condition

The Buyer acknowledges that is has been afforded the opportunity to carry out a lull investigation in the physical condition of the Property and as such is deemed to purchase with lull knowledge thereof

14. Entire Agreement

Any additional conditions or variation of the conditions contained in this Agreement which are agreed in correspondence between the parties (or their solicitors with their authority) where the correspondence makes express reference to this clause are deemed to be incorporated in this Agreement and it is hereby acknowledged that (with the incorporation of such additional conditions or variation) this Agreement constitutes the entire contract between the parties

15. Jurisdiction

15.1 This Agreement shall be governed by and interpreted in accordance with

English Law and the parties hereby irrevocably submit to the jurisdiction of the High Court of Justice in England

- 15.2 The Buyer hereby irrevocably authorises the Buyer's Solicitors (or such other firm as may merge with or succeed to the practise of the Buyer's Solicitors) to accept service of all notices and any legal process arising out of or connected with this Agreement and service on such solicitors shall be deemed to be good services on the Buyer

16. Confidentiality

Neither the Seller nor the Buyer will without the prior written consent of the other publish or reveal the existence or any details of this transaction or any documents correspondence or information relating thereto supplied to the Buyer or the Buyer's Solicitors by the Seller the Seller's Solicitors or agents directly or indirectly to or through its agent's representatives employees or others (save to the extent necessary to comply with accounting statutory or funding requirements) Provided Always notwithstanding the foregoing the extent of this Agreement may be disclosed or revealed for the purposes of clause 18 of this Agreement

17. Third Parties

Unless expressly stated nothing in this Agreement creates or will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any one other than the parties hereto

18. Environmental

- 18.1 The Buyer acknowledges that prior to the date of this agreement it has been given permission and adequate opportunity to carry out its own investigation into the physical condition of the Property and the extent to which the Property is affected by contaminating substances and has been provided with all information necessary to assess the state and condition of the Property and as such is deemed to purchase with lull knowledge thereof
- 18.2 The parties also agree that in the event of any statutory notice being served which relates to contaminating substances which are or have been present in on or under the Property and which require any form of investigation monitoring or remedial action with regard to such substances then as between the parties the sole responsibility for complying with that notice shall rest with the Buyer to the exclusion of the Seller and the parties also agree that should any enforcing authority carry out any investigation monitoring or remedial action and wish to recover its costs from either or both of the parties then as between the parties the sole responsibility for those costs shall rest with the Buyer to the exclusion of the Seller and the parties hereby covenant with each other that in the event of any such statutory notice being served or any enforcing authority wishing to recover such costs from the parties the parties

will each as soon as reasonably practicable confirm to the enforcing authority in writing that they are content for this agreement to be applied by that enforcing authority in determining liabilities as between the parties

18.3 These agreements and covenants are made with the intention that the enforcing authority serving the notice or (as the case may be) seeking to recover its costs shall give effect to the agreement pursuant to the draft statutory guidance issued under Part IIA of the Environmental Protection Act 1990 and to any final guidance to the like effect and pursuant to any similar guidance (whether statutory or non-statutory) issued in relation to other legislation under which similar responsibilities may be imposed. It is also intended that in the absence of such guidance this agreement shall be borne in mind by enforcing authorities under any legislation under which similar responsibilities may be imposed in considering how to exercise any discretion available to them or how to make any relevant

EXECUTED AS A DEED by HARVEY)
DEVELOPMENTS (LIVERPOOL) LTD)
acting by:-)

Director

Director/Secretary

EXECUTED AS A DEED by)
150 UPPER PARLIAMENT STREET)
MANAGEMENT LIMITED)
acting by:-)

Director

Secretary

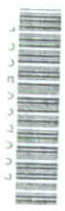
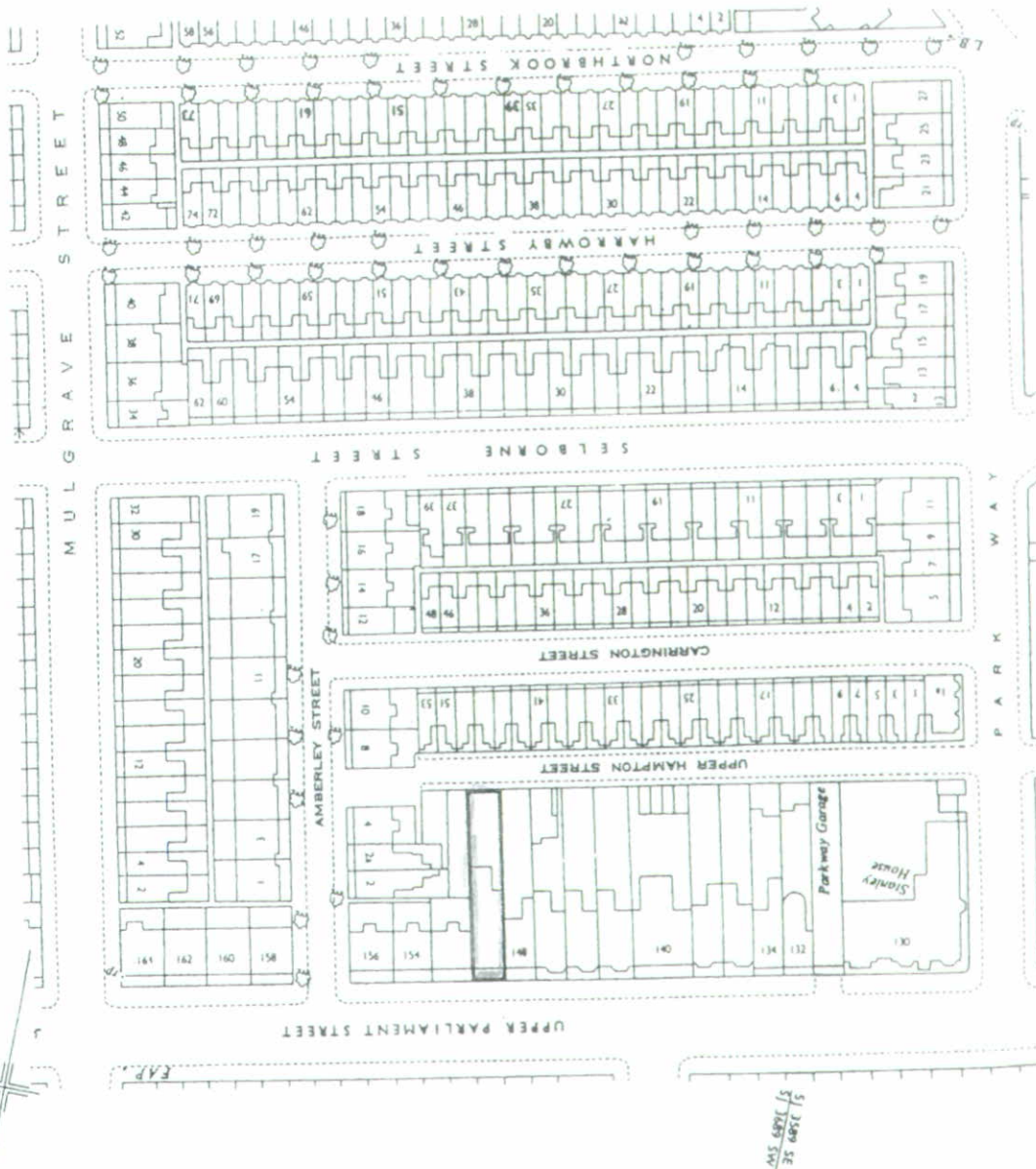


PLAN

This copy shows the state of the title plan on 11 December 2002 at 9:53:13. It may be subject to minor distortions in scale on 11 December 2002. It is dealt with by the Birkenhead (Old Market) District Land Registry. Produced by HM.L.R. Further reproduction in whole or part is prohibited without the prior written permission of Ordnance Survey. Licence Number GID272728.



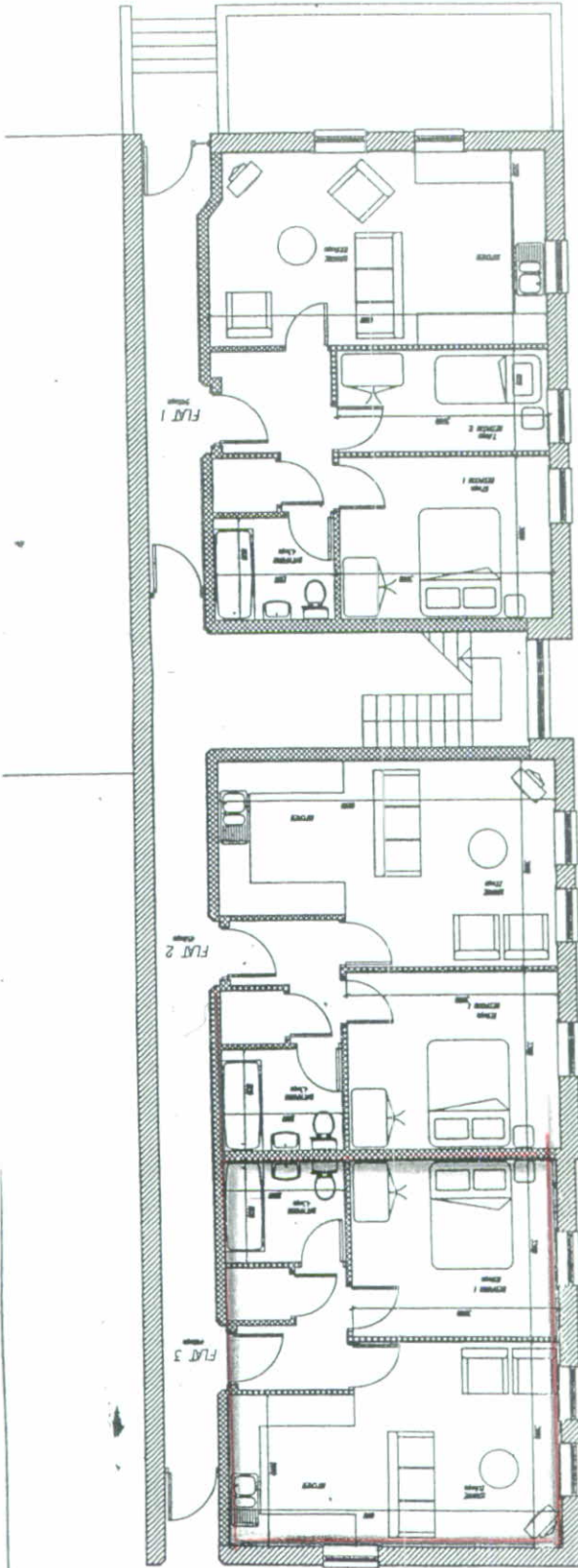
Handwritten signatures and scribbles.



H.M. LAND REGISTRY		LIVERPOOL DISTRICT	
TITLE NUMBER		Scale: 1/1250	
MS300534		ORDNANCE SURVEY	
NATIONAL GRID		PLAN REFERENCE	
SECTION		MERSEYSIDE	
S J 3689		SHEET	
C		Crown Copyright 1968.	



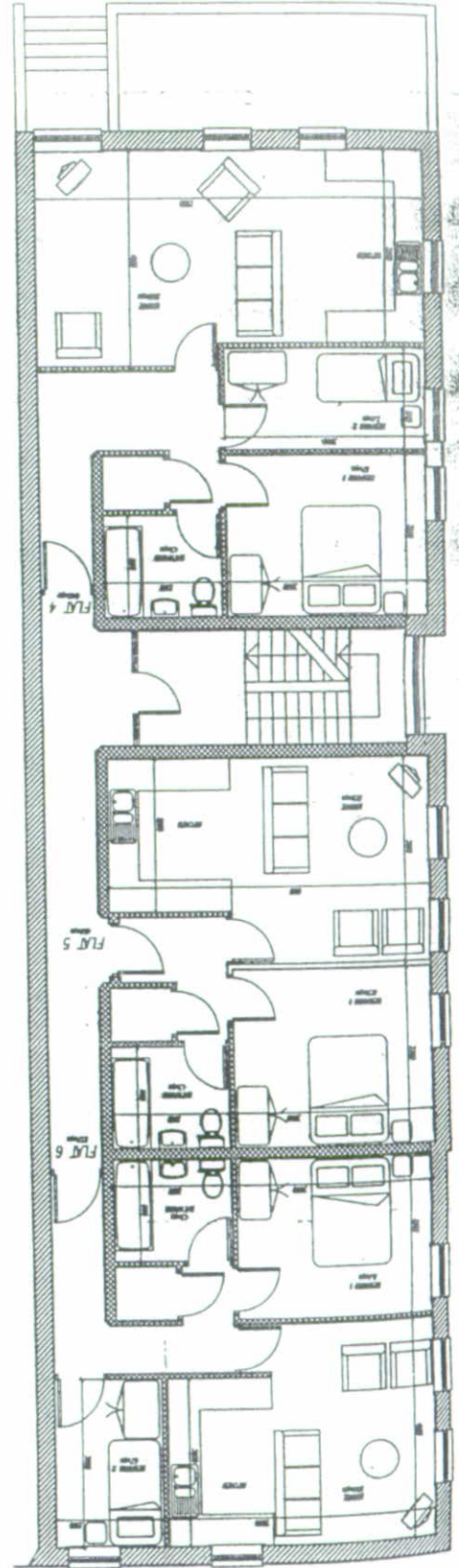
GROUND FLOOR



REMAINING FLOOR AREA TO BE COVERED BY
 EXISTING FLOOR CONSTRUCTION IN CONCRETE
 TO BE IN ACCORDANCE WITH THE
 EXISTING BUILDING REGULATIONS.
 EXISTING BUILDING REGULATIONS
 TO BE OBSERVED IN ALL AREAS.
 ALL WORK TO BE DONE IN ACCORDANCE
 WITH THE BUILDING REGULATIONS.
 ALL WORK TO BE DONE IN ACCORDANCE
 WITH THE BUILDING REGULATIONS.
 ALL WORK TO BE DONE IN ACCORDANCE
 WITH THE BUILDING REGULATIONS.

UPPER FLOORS
FIRST SECOND THIRD

Handwritten signature and scribbles.



Energy performance certificate (EPC)

FLAT 3
150 UPPER PARLIAMENT STREET
LIVERPOOL
L8 7LL

Energy rating

C

Valid until: 28 September 2030

Certificate number: 0330-2451-0010-2220-5061

Property type Ground-floor flat

Total floor area 42 square metres

Rules on letting this property

Properties can be let if they have an energy rating from A to E.

You can read [guidance for landlords on the regulations and exemptions](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance) (<https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>).

Energy rating and score

This property's energy rating is C. It has the potential to be B.

[See how to improve this property's energy efficiency.](#)

The graph shows this property's current and potential energy rating.

Properties get a rating from A (best) to G (worst) and a score. The better the rating and score, the lower your energy bills are likely to be.

For properties in England and Wales:

the average energy rating is D
the average energy score is 60

Score	Energy rating	Current	Potential
92+	A		
81-91	B		82 B
69-80	C	79 C	
55-68	D		
39-54	E		
21-38	F		
1-20	G		

Breakdown of property's energy performance

Features in this property

Features get a rating from very good to very poor, based on how energy efficient they are. Ratings are not based on how well features work or their condition.

Assumed ratings are based on the property's age and type. They are used for features the assessor could not inspect.

Feature	Description	Rating
Wall	Cavity wall, filled cavity	Good
Window	Fully double glazed	Good
Main heating	Electric storage heaters	Average
Main heating control	Automatic charge control	Average
Hot water	Electric immersion, off-peak	Average
Lighting	Low energy lighting in all fixed outlets	Very good
Roof	(another dwelling above)	N/A
Floor	Suspended, insulated (assumed)	N/A
Secondary heating	Portable electric heaters (assumed)	N/A

Primary energy use

The primary energy use for this property per year is 272 kilowatt hours per square metre (kWh/m²).

How this affects your energy bills

An average household would need to spend **£411 per year on heating, hot water and lighting** in this property. These costs usually make up the majority of your energy bills.

You could **save £60 per year** if you complete the suggested steps for improving this property's energy rating.

This is **based on average costs in 2020** when this EPC was created. People living at the property may use different amounts of energy for heating, hot water and lighting.

Heating this property

Estimated energy needed in this property is:

- 1,964 kWh per year for heating
 - 1,514 kWh per year for hot water
-

Impact on the environment

This property's environmental impact rating is D. It has the potential to be C.

Properties get a rating from A (best) to G (worst) on how much carbon dioxide (CO2) they produce each year.

Carbon emissions

An average household produces 6 tonnes of CO2

This property produces 1.9 tonnes of CO2

This property's potential production 1.7 tonnes of CO2

You could improve this property's CO2 emissions by making the suggested changes. This will help to protect the environment.

These ratings are based on assumptions about average occupancy and energy use. People living at the property may use different amounts of energy.

Changes you could make

Step	Typical installation cost	Typical yearly saving
1. High heat retention storage heaters	£1,200 - £1,800	£38
2. Heat recovery system for mixer showers	£585 - £725	£22

Help paying for energy improvements

You might be able to get a grant from the [Boiler Upgrade Scheme \(https://www.gov.uk/apply-boiler-upgrade-scheme\)](https://www.gov.uk/apply-boiler-upgrade-scheme). This will help you buy a more efficient, low carbon heating system for this property.

More ways to save energy

Find ways to save energy in your home by visiting www.gov.uk/improve-energy-efficiency

Who to contact about this certificate

Contacting the assessor

If you're unhappy about your property's energy assessment or certificate, you can complain to the assessor who created it.

Assessor's name	Steven Richardson
Telephone	01925918123
Email	steve@nw-estates.co.uk

Contacting the accreditation scheme

If you're still unhappy after contacting the assessor, you should contact the assessor's accreditation scheme.

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor's ID	EES/024013
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

About this assessment

Assessor's declaration	No related party
Date of assessment	29 September 2020
Date of certificate	29 September 2020
Type of assessment	RdSAP

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 MS485662

Edition date 07.10.2022

- This official copy shows the entries on the register of title on 04 MAR 2024 at 11:27:48.
- 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 04 Mar 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Birkenhead 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.

MERSEYSIDE : LIVERPOOL

- 1 (12.03.2004) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Apartment 3, 150 Upper Parliament Street, Liverpool (L8 7LL).

NOTE: Only the ground floor is included in the title.

- 2 (12.03.2004) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
 Date : 5 February 2004
 Term : 250 years from 5 February 2004
 Parties : (1) Harvey Developments (Liverpool) Limited
 (2) 150 Upper Parliament Street Management Limited
 (3) David Arthur Watkins
- 3 (12.03.2004) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (12.03.2004) The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

B: Proprietorship Register

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

Title absolute

Title number MS485662

B: Proprietorship Register continued

- 1 (21.12.2021) PROPRIETOR: CLEVER LIVING PROPERTY'S LTD (Co. Regn. No. 13621185) of 34 Layfield Crescent, London NW4 3UL.
- 2 (21.12.2021) The price stated to have been paid on 25 November 2021 was £68,000.
- 3 (07.10.2022) 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 3 October 2022 in favour of Together Commercial Finance Limited referred to in the Charges Register.

C: Charges Register

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

- 1 (07.10.2022) REGISTERED CHARGE dated 3 October 2022 affecting also title MS485900.
- 2 (07.10.2022) Proprietor: TOGETHER COMMERCIAL FINANCE LIMITED (Co. Regn. No. 2058813) of Lake View, Lakeside, Cheadle SK8 3GW.

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.

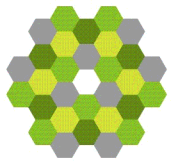
This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 04 March 2024 shows the state of this title plan on 04 March 2024 at 11:27:48. 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. This title is dealt with by the HM Land Registry, Birkenhead Office .

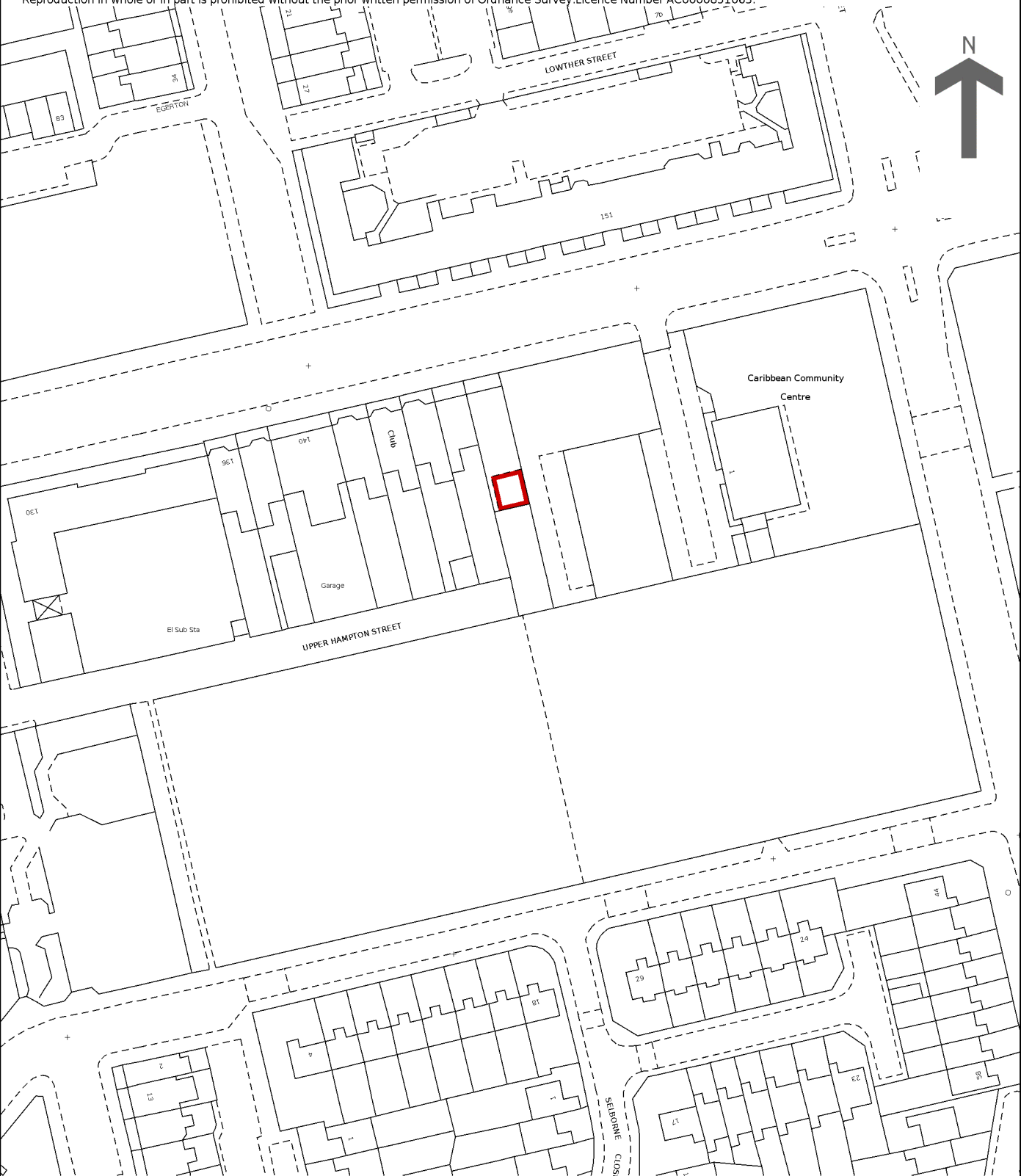
HM Land Registry

Official copy of title plan

Title number **MS485662**
Ordnance Survey map reference **SJ3689SW**
Scale **1:1250**
Administrative area **Merseyside : Liverpool**



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SPECIAL CONDITIONS

Relating to:

Apartment 3, 150 Upper Parliament Street, Liverpool, L8 7LL

Auction:

Lot No.:

**BLACK NORMAN
67-71 CORONATION ROAD
CROSBY
LIVERPOOL
L23 5RE**

SPECIAL CONDITIONS

1. In the event of any conflict between the General Conditions and these Special Conditions then these Special Conditions shall prevail
2. The "Seller's Solicitors" are Black Norman Solicitors of 67-71 Coronation Road Crosby Liverpool L23 5RE (Ref: DMG/CLE518-0007)
3. The "Property" is Apartment 3, 150 Upper Parliament Street, Liverpool, L8 7LL
4. The Property is Leasehold and is registered at the Land Registry under title number MS485662
5. The "Seller" is Clever Living Property's Ltd
6. The "General Conditions" means the Common Auction Conditions (4th Edition 2018) and any Extra General Conditions and a reference in those conditions to "General Condition" means the respective condition in the General Conditions
7. The "Extra General Conditions" means the Auctioneers' extra general conditions of sale contained or referred to in the General Conditions the auction catalogue in which the Property is included any addendum thereto or otherwise notified by the Auctioneers to prospective buyers of the Property and a reference in these conditions to an "Extra General Condition" means the respective condition in the Extra General Conditions
8. The "Special Conditions" means the conditions set out herein
9. The "Buyer" means the buyer specified in the Auctioneers' memorandum of sale
10. The title to the Property being available for inspection at the Auctioneers' offices prior to the Auction the Buyer shall be deemed to have full knowledge thereof
11. The "Auctioneers" are Prime Property Auctions
12. (a) In the event that due to the Buyer's failure to complete on the Agreed Completion Date the Seller's Solicitors serve a notice to complete under General Condition G7.1 the Buyer shall pay on completion (in addition to the balance of the purchase monies and any other sums due to the Seller together with interest thereon) the sum of £300.00 plus VAT towards the Seller's legal costs of and incidental to the preparation and service of the said notice and re-calculation of the amount payable on completion

(b) Common Auction Condition G7.1 is varied to reflect that completion must take place within 5 business days from Notice to Complete being served (excluding the date on which the Notice is given)

13. The Buyer shall pay to the Seller by way of reimbursement on the Agreed Completion Date the amount (if any) which the Seller has incurred or will incur in obtaining the following relating to the Property whether or not the Buyer has itself incurred costs in relation to such matters:
- (a) Official Copy entries and official plan; and
 - (b) Any arrangement fees incurred for procuring the searches and office copies
 - (c) The Seller's Legal Costs in the sum of £1500.00 plus VAT

No invoices will be provided

14. Completion of the sale and purchase of the Property the subject of this Agreement shall not be deemed to have taken place until the Buyer has paid to the Seller all monies due under this Agreement and the terms and conditions of this Agreement shall not be divisible but be deemed to be one entire Agreement

15. The Property is sold subject to a tenancy agreement

- (a) There may be furniture, fittings or effects remaining in the property in which case the Buyer shall not be entitled to require the removal of such items or delay completion on the grounds that the existence of such items does not constitute vacant possession.

16. The covenants for title which are implied herein by virtue of the Seller transferring the Property with full title guarantee are modified so that:

- the covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 (the "1994 Act") will not extend to costs arising from the Buyer's failure to:
 - (i) make proper searches; or
 - (ii) raise requisitions on title or on the results of the Buyer's searches before the date of this Agreement; and
- (b) the covenant set out in Section 3(3) of the 1994 Act will extend only to charges or encumbrances created by the Seller

17. If the Buyer requires an indemnity insurance policy it is the Buyer's responsibility to obtain it and pay all the costs for the same. The Buyer shall be deemed to purchase with full notice of this condition and shall raise no objection or requisition in respect thereof nor delay or fail to complete by virtue of the absence of an indemnity insurance policy

18. (a) With effect from the date of this Agreement the Property is at the Buyer's risk and the Seller is under no obligation to the Buyer to insure the Property and General Condition G3 shall not apply
- (b) No damage to or destruction of the Property nor any deterioration in its condition however caused will entitle the Buyer either to any reduction of the Price or to refuse to complete or to delay completion

19. The Buyer will be deemed to have established and to have satisfied itself in all respects as to the past and present permitted use of the Property and each and every part thereof and all other relevant information on planning and related matters and shall be deemed to purchase with full knowledge thereof and shall raise no objection or requisition with regard thereto
20. In the Transfer the Buyer will covenant in favour of the Seller to observe and perform the agreements restrictions covenants and conditions (save for financial charges) contained or referred to in the property and charges registers relating to the Property at the Land Registry insofar as they are subsisting and capable of taking effect and to indemnify the Seller against any breach non-performance or non-observance thereof
21. All amounts payable under this Agreement are exclusive of VAT unless otherwise stated. If for any reason HM Revenue & Customs require VAT to be accounted for by the Seller on the whole or any part of the purchase price then the VAT chargeable by the Seller to the Buyer shall be paid within two clear working days of delivery of a VAT invoice by the Seller. The Buyer shall indemnify and keep indemnified the Seller against the payment of such VAT and against any penalty and interest charges incurred by the Seller to HM Revenue and Customs in relation to such VAT
22. The deposit payable under the terms of this Agreement is to be held as agent for the Seller
23. This Agreement and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of this Agreement
24. This Agreement may only be varied in writing signed by or on behalf of both the parties. If the variation is required by the Buyer then the Buyer shall be responsible for the Seller's solicitors fees in the sum of £350.00 plus VAT for drafting and preparing the variation agreement
25. The Buyer acknowledges and agrees that in entering into this Agreement it does not rely on and shall have no remedy in respect of any statement representation warranty collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement or the documents annexed to it or in any written replies to standard form enquiries which

the Seller's Solicitors have made available for inspection at the Auctioneers' offices prior to the Auction

26.

- a) The seller shall not be required to provide any management information
- b) the Sellers shall not be required to provide evidence of the payment of the ground rent or service charges nor supply evidence of buildings insurance cover and the Buyer takes the property subject to any arrears of service charge and/or ground rent
- c) where the Lease calls for a Licence to Assign and/or Deed of Covenant the same shall be applied for by the Buyer at their expense and the said request of such Licence shall not in any circumstances entitle the Buyer to delay completion.
- d) If there is a restriction in the proprietorship register to which the Property is sold subject it is the Buyer's responsibility to ensure compliance with this and pay the required fee.

27.1 Should the Property be tenanted the Buyer will reimburse the Seller any Arrears of Rent owed by the said tenant due at the date of completion.

27.2 Rent accounts will be provided if available and the Buyer will not delay completion if these cannot be supplied

27.3 The Buyer will be responsible for the transfer of any deposit held in a government approved deposit scheme

- 28..
- (a) With effect from the date of this Agreement the Property is at the Buyers risk and the Seller is under no obligation to the Buyer to insure the Property
 - (b) No damage to or destruction of the Property nor any deterioration in its condition however caused will entitle the Buyer either to any reduction of the Price or to refuse to complete or to delay completion
 - (c) Occupation of any unknown persons including squatters will not authorise the Buyer to refuse to complete or delay completion