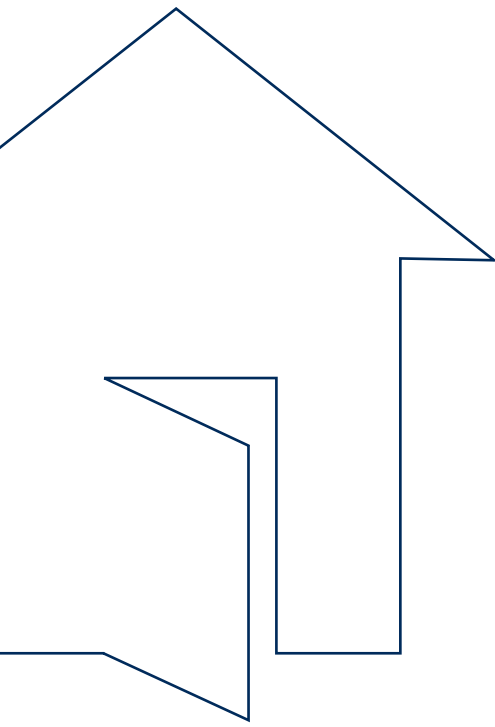


**CRAYKE CASTLE & RESERVOIR
CHURCH HILL
CRAYKE
YORK
YO61 4TA**



contents

1. Index
2. Energy Performance Certificate
3. Sale Statement
4. Title Information including
Leasehold/Commonhold
(as applicable)
5. Local Authority and Water and
Drainage Enquiries
6. Authorised Documents

1

Index

**CRAYKE CASTLE & RESERVOIR
CHURCH HILL
CRAYKE
YORK
YO61 4TA**

Required Documents

Home Information Pack document	Date of document	(Inc.) - Included (N/I) - Not Included (N/A) – Not Applicable	Further information/details of steps being taken to obtain documents not included
1. Index	04/06/08	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
2. Energy Performance Certificate and Home Condition Report where applicable	31/05/08	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
3 Sale Statement	04/06/08	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
4. Title & Lease Information (as applicable)			
4.1 Land Registry individual Register	23/05/08	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
4.2 Land Registry title plan	23/05/08	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
4.3 Official search of Land Registry index map		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
4.4 Deduction of title documents		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
4.5 The lease or proposed lease if a new property		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
4.6 Leases, tenancies or licences for properties where part of the property in a sub-divided building not sold with vacant possession		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
5. Search Reports			
5.1 Local land charges & local enquiries	04/06/08	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	
5.2 Optional/ additional local enquiries		<input type="checkbox"/> Inc. <input type="checkbox"/> N/I <input checked="" type="checkbox"/> N/A	
5.3 Water and drainage enquiries	04/06/08	<input checked="" type="checkbox"/> Inc. <input type="checkbox"/> N/I <input type="checkbox"/> N/A	

Authorised Documents

Home Information Pack document	Date of document	Further Information
Please list any authorised documents that have been included relevant to this property below:		
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
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2

Energy Performance Certificate

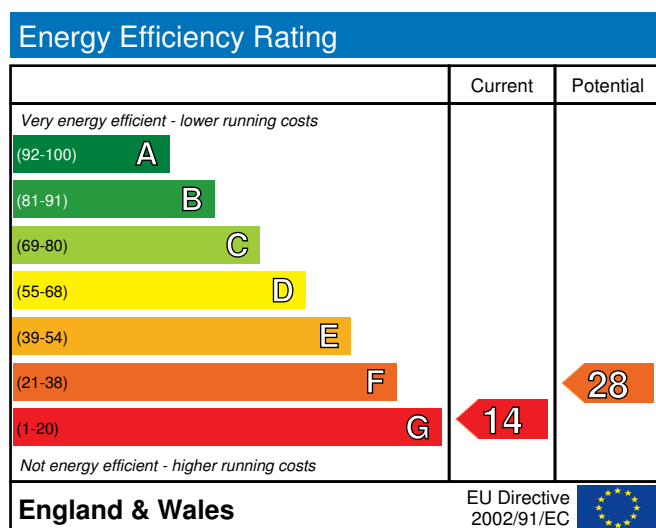
Energy Performance Certificate



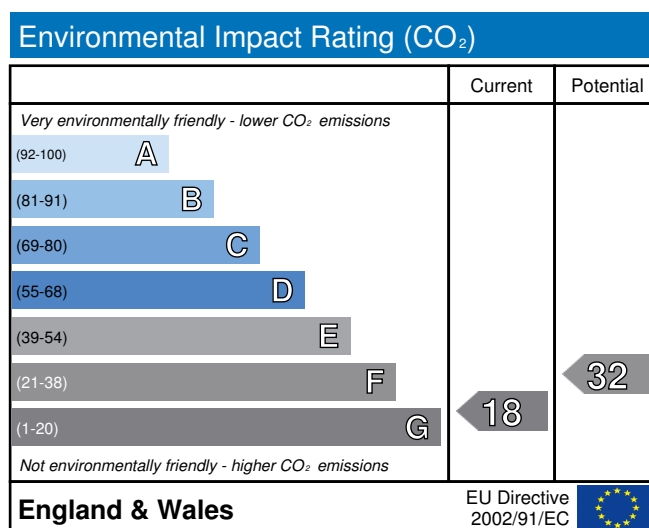
Crayke Castle Church Hill
Crayke
YORK
North Yorkshire
YO61 4TA

Dwelling type: Detached house
Date of assessment: 28 May 2008
Date of certificate: 31 May 2008
Reference number: 8928-6925-4560-7758-0022
Total floor area: 902 m²

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



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



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

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

	Current	Potential
Energy use	464 kWh/m ² per year	346 kWh/m ² per year
Carbon dioxide emissions	79 tonnes per year	56 tonnes per year
Lighting	£586 per year	£410 per year
Heating	£1.056E4 per year	£7891 per year
Hot water	£365 per year	£234 per year

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

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



Remember to look for the energy saving recommended logo when buying energy efficient product. It's a quick and easy way to identify the most energy efficient products on the market. For advice on how to take action and to find out about offers available to help make your home more energy efficient call 0800 512 012 or visit www.energysavingtrust.org.uk/myhome

About this document

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

Assessor's accreditation number: RICS100082
Assessor's name: Elaine Wilson
Company name/trading name: Hunters Property Group
Address: 18 & 19 Colliergate, York, North
Yorkshire, YO1 8BN
Phone number: 0845 075 1600
Fax number: 0845 075 1601
E-mail address: elaine.wilson@huntersnet.co.uk
Related party disclosure:

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from our website at www.rics.org/newregulation together with details of their procedures for confirming authenticity of a certificate and for making a complaint.

About the building's performance ratings

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

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

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

About the impact of buildings on the environment

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

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

- Check that your heating system thermostat is not set too high (in a home, 21 °C in the living room is suggested) and use the timer to ensure you only heat the building when necessary.
- Make sure your hot water is not too hot - a cylinder thermostat need not normally be higher than 60 °C
- Turn off lights when not needed and do not leave appliances on standby. Remember not to leave chargers (e.g. for mobile phones) turned on when you are not using them.

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

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

Recommended measures to improve this home's energy performance

Crayke Castle Church Hill
Crayke
YORK
North Yorkshire
YO61 4TA

Date of certificate: 31 May 2008
Reference number: 8928-6925-4560-7758-0022

Summary of this home's energy performance related features

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

Elements	Description	Current performance	
		Energy Efficiency	Environmental
Walls	Sandstone, as built, no insulation (assumed) Solid brick, as built, no insulation (assumed)	Very poor Very poor	Very poor Very poor
Roof	Pitched, 150 mm loft insulation Pitched, no insulation (assumed)	Good Very poor	Good Very poor
Floor	Suspended, no insulation (assumed)	-	-
Windows	Single glazed	Very poor	Very poor
Main heating	Boiler and radiators, oil	Average	Average
Main heating controls	Programmer and room thermostat	Poor	Poor
Secondary heating	Room heaters, wood logs	-	-
Hot water	From main system, no cylinderstat	Poor	Poor
Lighting	Low energy lighting in 57% of fixed outlets	Good	Good
Current energy efficiency rating		G 14	
Current environmental impact (CO ₂) rating			G 18

Recommendations

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

Lower cost measures (up to £500)	Typical savings per year	Performance ratings after improvement Energy efficiency Environmental	
1 Low energy lighting for all fixed outlets	£110	G 15	G 18
Sub-total	£110		
Higher cost measures			
2 Hot water cylinder thermostat	£687	G 18	F 21
3 Replace boiler with Band A condensing boiler	£2180	F 28	F 32
Total	£2977		
Potential energy efficiency rating		F 28	
Potential environmental impact (CO ₂) rating			F 32

Further measures to achieve even higher standards

The further measures listed below should be considered in addition to those already specified if aiming for the highest possible standards for this home.

None			
Enhanced energy efficiency rating		F 28	
Enhanced environmental impact (CO ₂) rating			F 32

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

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

Lower cost measures (typically up to £500 each)

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

1 Low energy lighting

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

Higher cost measures (typically over £500 each)

2 Cylinder thermostat

A hot water cylinder thermostat enables the boiler to switch off when the water in the cylinder reaches the required temperature; this minimises the amount of energy that is used and lowers fuel bills. The thermostat is temperature sensor that sends a signal to the boiler when the required temperature is reached. To be fully effective it needs to be sited in the correct position and hard wired in place, so it should be installed by a competent plumber or heating engineer.

3 Band A condensing boiler

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

About the further measures to achieve even higher standards

None

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

Reduced Data SAP 2005 Input Data Summary



Crayke Castle Church Hill
Crayke
YORK
North Yorkshire
YO61 4TA

Located in: England & Wales
Date of assessment: 28 May 2008
Date of certificate: 31 May 2008
UPRN: 2765097468
Reference number: 8928-6925-4560-7758-0022

Language

ENGLISH

Property overview

Dwelling type:	House	Main property age:	Before 1900
Built form:	Detached	Extension 1 age:	Before 1900
Habitable rooms:	16	Perimeters and areas:	External
Heated habitable rooms:	9		

Main property construction

Lowest floor	area = 335.45	room height = 3.05	perimeter = 69.30
First floor	area = 191.16	room height = 3.10	perimeter = 57.72
Second floor	area = 191.16	room height = 3.28	perimeter = 61.35
Third floor	area = 191.16	room height = 2.40	perimeter = 61.35
Wall construction	Sandstone with insulation as built		
Roof construction	Pitched, insulation at joists which is 150 mm thick		

Extension 1 construction

Lowest floor	area = 135.29	room height = 3.30	perimeter = 43.63
Wall construction	Solid brick with insulation as built		
Roof construction	Pitched, no access to insulation		

Windows

Area of windows: Typical
Double glazing: 0%
Measured windows: None

Space heating and controls

Main heating: 125 - Central heating system, Oil boiler, Standard oil boiler pre 1997
Main heating fuel: 4 - Oil, heating oil
Heat emitter: Radiators
Boiler flue type: Open flue
Boiler fan type: Natural draught
Main heating controls: 2104 - BOILER SYSTEM WITH RADIATORS OR UNDERFLOOR HEATING, Programmer and room thermostat
Secondary heating: 631 - Solid fuel room heater, Open fire in grate
Secondary heating fuel: 20 - Solid fuel, wood logs

Water heating and cylinder

Water heating:	901 - From main heating system		
Water heating fuel:	4 - Oil, heating oil		
Solar panel:	No	Immersion type:	
Cylinder present:	Yes		
Cylinder size:	Large	Cylinder insulation type:	Factory applied
Cylinder insulation:	38 mm	Cylinder thermostat:	No

Miscellaneous

Open fireplaces: 3
Ventilation type: Natural
Electricity meter: Single

Photovoltaic cells: 0%
Low energy lights: 57%
Main gas supply: No

Measures

Selected:

Low energy lights (E)
Cylinder thermostat (F)
Upgrade boiler, same fuel (I)

Cancelled:

Heating controls for wet central heating system (G)
Double glazing (O)
Secondary glazing (P)
Solid wall insulation (Q)
Photovoltaics (U)

3

Sale Statement

Sale Statement

**CRAYKE CASTLE & RESERVOIR
CHURCH HILL
CRAYKE
YORK
YO61 4TA**

1. Is the property a flat or a house?	<input type="checkbox"/> Flat (incl. maisonette) or <input checked="" type="checkbox"/> House (incl. bungalow)
2. If it is a flat, what type of building is it in?	<input type="checkbox"/> Purpose built block <input type="checkbox"/> Converted house or <input type="checkbox"/> Conversion of commercial premises
3. The property is (or will be):	<input checked="" type="checkbox"/> Freehold <input type="checkbox"/> Commonhold <input checked="" type="checkbox"/> Leasehold starting (or likely to start) from 25/05/2004 and with 995 years left on the lease
4. The title to the interest in the property being sold is:	<input checked="" type="checkbox"/> Registered at Land Registry <input type="checkbox"/> Unregistered
5a. Who is selling the property?	Name of Seller(s) KEVIN PAUL HOLLINRAKE NICOLA SARA HOLLINRAKE
5b. Capacity in which they are selling :	<input checked="" type="checkbox"/> The owner or owners <input type="checkbox"/> A representative with the necessary authority to sell the property for an owner who has died <input type="checkbox"/> A representative with the necessary authority to sell the property for a living owner (for example with a power of attorney) <input type="checkbox"/> Other (please give details):
5. The property is being sold:	<input checked="" type="checkbox"/> With vacant possession <input type="checkbox"/> Subject to occupation where one or more properties in a sub-divided building are marketed for sale as a single property, but at least one is with vacant possession (for example, a house which is vacant but sold with an occupied annexe)

Date: **4th June 2008**



4

Title Information including Leasehold/ Commonhold (as applicable)

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 NYK111057

Edition date 22.02.2006

- This official copy shows the entries on the register of title on 23 May 2008 at 10:25:18.
- 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 23 May 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Durham Office.

A: Property Register

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

YORK

- 1 (07.10.1991) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Crayke Castle, Church Hill, Crayke (YO61 4TA).
- 2 (07.10.1991) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 5 February 1960 referred to in the Charges Register:-

"TOGETHER with a right as now enjoyed to drain the overflow from the septic tank situate on the property hereby conveyed into through and along the drainage pipe in the adjoining land belonging to the Vendors in the approximate position shown by a red line on the said plan annexed hereto and thence into a ditch situate on such adjoining land Subject to the Purchasers and the persons deriving title under them being solely responsible for the maintenance cleansing repair and renewal of such drainage pipe TOGETHER with all necessary rights for the Purchasers and the persons deriving title under them to enter into and upon so much of the said adjoining land as shall be necessary for the purpose of maintaining cleansing repairing and renewing such drainage pipe making good all disturbance and damage caused thereby with all due despatch EXCEPTING AND RESERVING nevertheless unto the Vendors and their successors in title and all persons authorised by them a right (in common with the Purchasers and the persons deriving title under them) to drive cattle over and along the right of way situate at the northern end of Field Ordnance No 243 as is shown coloured brown on the said plan annexed hereto Subject to the persons exercising this reserved right paying a proper proportion according to user of the cost of maintaining repairing and renewing the said right of way AND ALSO EXCEPTING AND RESERVING unto the Vendors and their successors in title a right to lay construct and use a water pipe not exceeding one inch in diameter across Field Ordnance No 243 in the approximate position indicated by a blue line on the said plan annexed hereto Subject to the persons exercising this reserved right being solely responsible for the maintenance repair and renewal of such water pipe TOGETHER with all necessary rights for the Vendors and their successors in title to enter upon so much of Ordnance No 243 as shall be necessary for

A: Property Register continued

the purpose of laying constructing maintaining repairing and renewing such water pipe making good all disturbance and damage occasioned thereby with all due despatch."

NOTE: The red and blue lines referred to are shown by a brown broken line and a blue broken line respectively and the right of way coloured brown has been tinted blue on the title plan.

B: Proprietorship Register

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

Title absolute

- 1 (27.02.2004) PROPRIETOR: KEVIN PAUL HOLLINRAKE and NICOLA SARA HOLLINRAKE of Crayke Castle, Church Hill, Crayke, York YO6 4TA.
- 2 (27.02.2004) The price stated to have been paid on 30 January 2004 was £2,000,000.
- 3 (22.02.2006) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 6 February 2006 in favour of Governor and Company of the Bank of Scotland referred to in the Charges Register.

C: Charges Register

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

- 1 (07.10.1991) A Conveyance of the land in this title and other land dated 5 February 1960 made between (1) Ronald Broughton Hopkins and Grosvenor Talbot Griffith (Vendors) (2) Thomas Martin Higham and Patience Jane Marietta Higham (Purchasers) contains the following covenants:-

THE Purchasers for themselves and the persons deriving title under them hereby jointly and severally COVENANT with the Vendors and their successors in title as follows:-

(a) That they will maintain in reasonable stockproof condition the fences indicated by "T" marks inside the boundaries on the said plan annexed hereto

(b) That they will maintain the septic tank situate on the property hereby conveyed and the said drainage pipe shown by a red line on the said plan annexed hereto in good working order and condition and will not permit any leakage from the said drainage pipe nor permit crude sewage to discharge into the ditch situate on the adjoining land belonging to the Vendors

(c) That they will maintain repair and renew the gate situate at the point marked "A" on the said plan annexed hereto and also (after erection by the Vendors) the gate and posts situate at the point marked "B" on the said plan."

NOTE: The 'T' marks and points A and B referred are reproduced and the red line is shown by a brown broken line on the title plan.

- 2 (19.08.2004) The land is subject to the rights granted by a Deed dated 10 August 2004 made between (1) Kevin Paul Hollinrake and Nicola Sara Hollinrake (2) Halifax PLC and (3) Yorkshire Water Services Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 3 (22.02.2006) REGISTERED CHARGE dated 6 February 2006.
- 4 (22.02.2006) Proprietor: GOVERNOR AND COMPANY OF THE BANK OF SCOTLAND of Trinity Road, Halifax, W Yorkshire HX1 2RG.

Title number NYK111057

End of register



These are the notes referred to on the following official copy

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

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

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

This official copy is issued on 23 May 2008 shows the state of this title plan on 23 May 2008 at 10:25:18. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

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

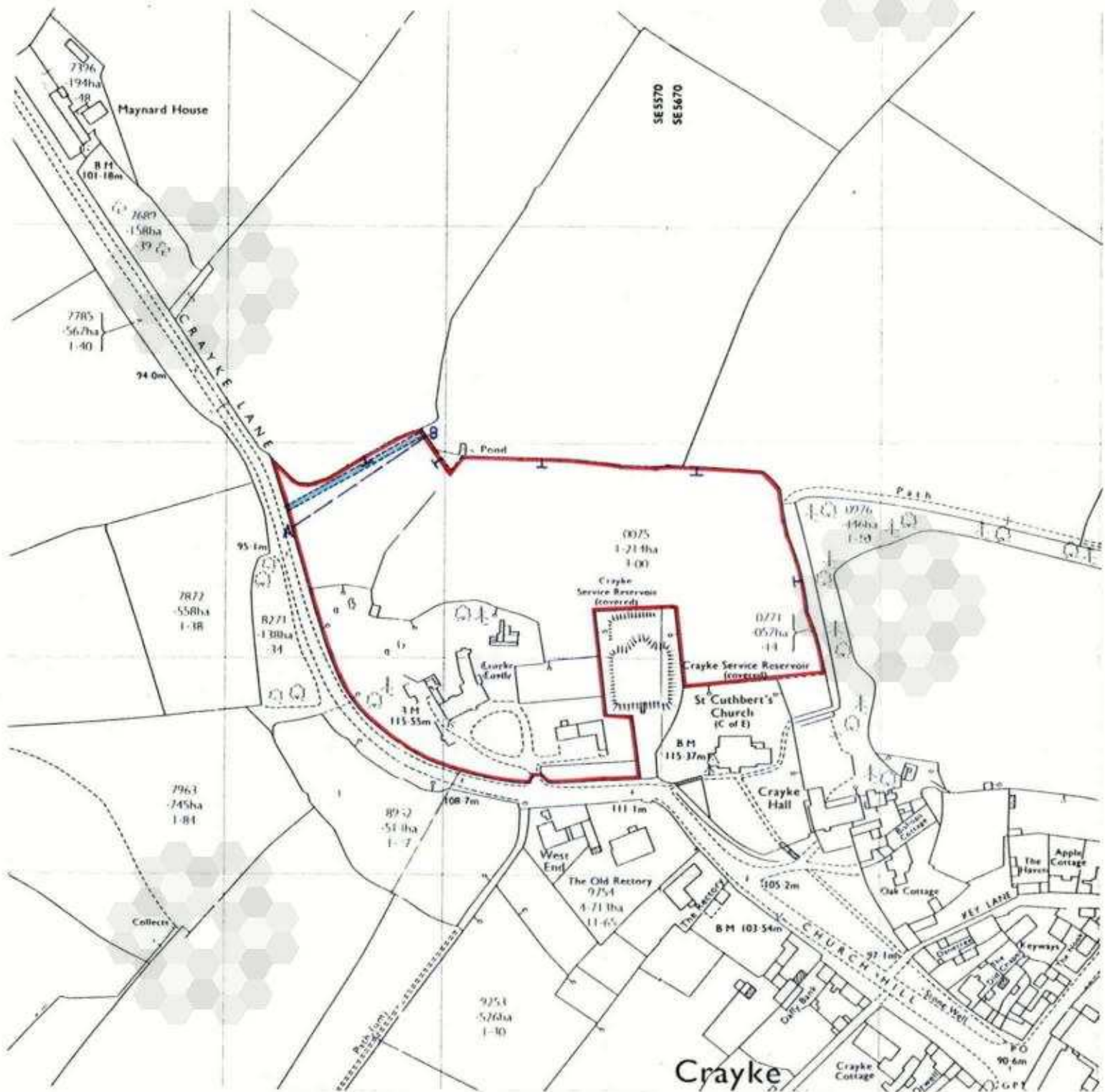
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H.M. LAND REGISTRY		TITLE NUMBER	
		NYK 111057	
ORDNANCE SURVEY PLAN REFERENCE	SE 5570 SE 5670		Scale 1/2500
COUNTY NORTH YORKSHIRE		DISTRICT YORK	© Crown Copyright



The boundaries shown by dotted lines have been plotted from the plans on the deeds. The title plan may be updated from later survey information



The electronic official copy of the register follows this message.

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





Official copy of register of title

Title number NYK304474

Edition date 10.01.2007

- This official copy shows the entries on the register of title on 23 May 2008 at 10:28:12.
- 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 23 May 2008.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry Durham 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.

NORTH YORKSHIRE : HAMBLETON

- 1 (31.01.2005) The Leasehold land shown edged with red on the plan of the above title filed at the Registry and being Crayke Service Reservoir, Crayke, York.
- 2 (31.01.2005) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:
Date : 25 May 2004
Term : 999 years from 25/05/2004
Parties : (1) Yorkshire Water Services Limited
(2) Stephen Joll
- 3 (31.01.2005) 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 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

- 1 (10.01.2007) PROPRIETOR: KEVIN PAUL HOLLINRAKE and NICOLA SARA HOLLINRAKE

Title number NYK304474

B: Proprietorship Register continued

of Crayke Castle, Church Hill, Crayke, York, North Yorkshire YO61 4TA.

C: Charges Register

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

- 1 (31.01.2005) A Conveyance of the land in this title dated 5 September 1951 made between (1) Joseph Tertius Talbot Cliff, Ronald Broughton Hopkins and Grosvenor Talbot Griffith and (2) The Rural District Council Of Easingwold contains restrictive covenants.

NOTE: Copy filed.

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.

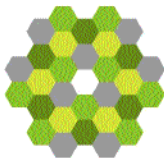
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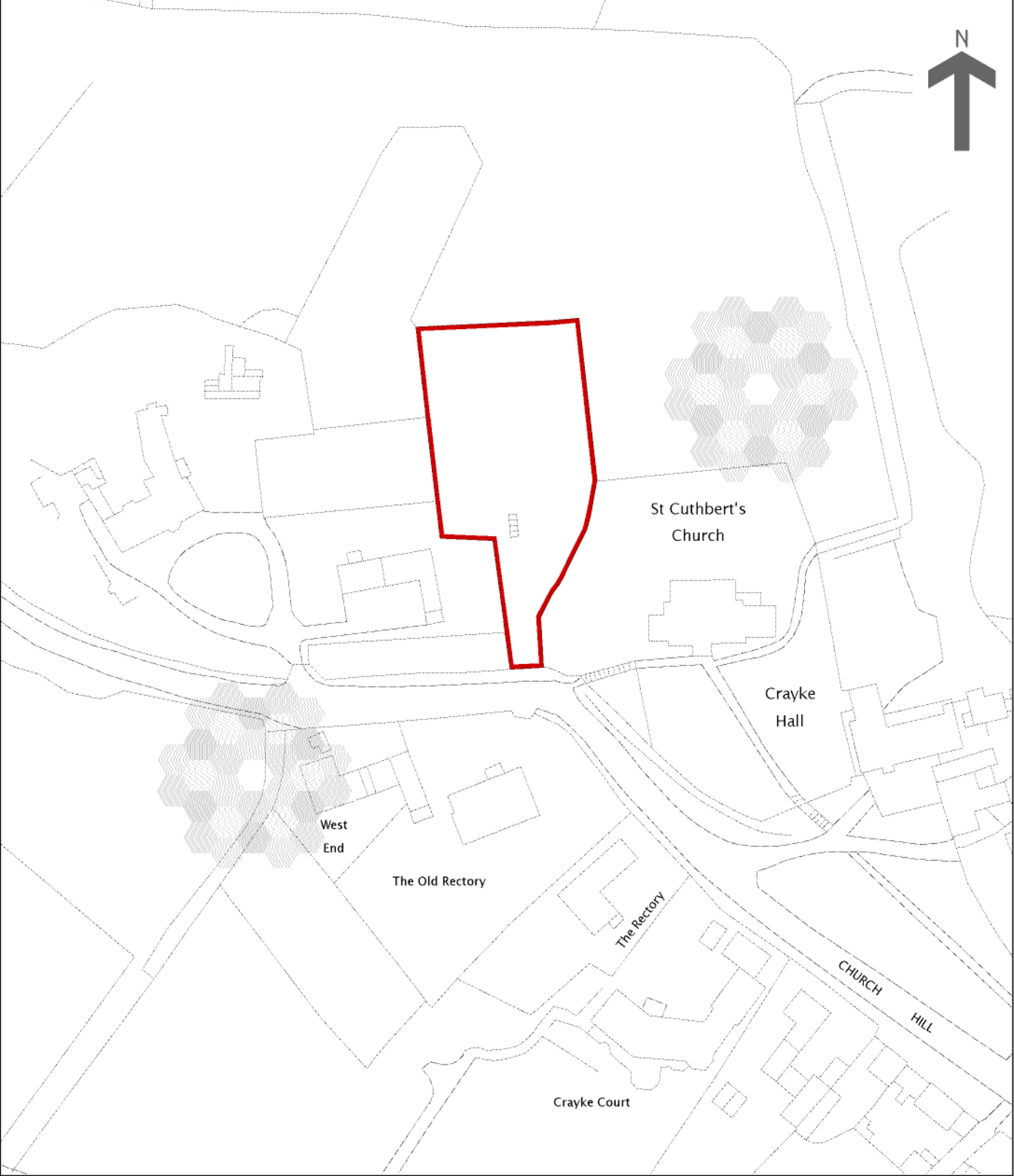
This official copy is issued on 23 May 2008 shows the state of this title plan on 23 May 2008 at 10:28:12. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - *Title Plans and Boundaries*.

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





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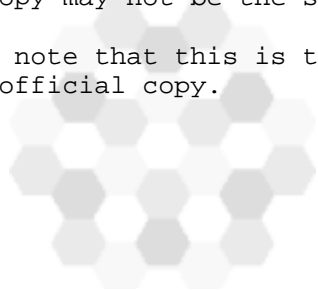
These are the notes referred to on the following official copy

Title Number NYK304474

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.





This Conveyance

is made the *7th*
day of *September* One thousand

nine hundred and fifty one BETWEEN JOSEPH TERTIUS TALBOT CLIFF of
The Crown Hotel Scarborough in the County of York Esquire RONALD BROUGHTON
HOPKINS of 20 Park Row in the City of Leeds Solicitor and GROSVENOR TALBOT
GRIFFITH of Jeanscroft Oakham in the County of Rutland Schoolmaster (herein
after called "the Vendors") of the one part and THE RURAL DISTRICT COUNCIL
OF SASINGWOLD in the County of York (hereinafter called "the Council") of
the other part.

W H E R E A S :-

1. By a Vesting Assent dated the Twenty third day of November One thousand
nine hundred and twenty eight under the hands and seals of Richard Borrough
Hopkins of 20 Park Row in the City of Leeds Solicitor the said Joseph
Tertius Talbot Cliff and Oliver Scatcherd Hopkins of 20 Park Row in the City
of Leeds Solicitor as personal representatives of Stephen Cliff deceased
late of Western Flatts Wortley in the City of Leeds Esquire who died on
the Twenty second day of June One thousand nine hundred and twenty eight
having made his Will dated the Thirteenth day of March One thousand nine
hundred and twenty eight and proved by them on the Eleventh day of August
One thousand nine hundred and twenty eight in the Principal Probate Registry
assented to the vesting in themselves of the property hereinafter conveyed
(together with other hereditaments) in fee simple and it was thereby
declared that the premises were vested in them as Statutory Owners upon the
trusts declared concerning the same by the said Will that they were the
Trustees of the Settlement for the purpose of the Settled Land Act 1925 and
that the statutory power to appoint new Trustees was applicable to the
Settlement.

2. The said Richard Borrough Hopkins died on the Twenty first day of May
One thousand nine hundred and thirty five and the said Oliver Scatcherd
Hopkins died on the Twenty first day of March One thousand nine hundred and
forty eight.

3. By a Deed of Declaration dated the Twentieth day of December One thousand
nine hundred and fifty and made between the said Joseph Tertius Talbot
Cliff of the one part and the said Ronald Broughton Hopkins and the said
Grosvenor Talbot Griffith of the other part (expressed to be supplemental
to the hereinbefore recited Vesting Assent of the Twenty third day of
November One thousand nine hundred and twenty eight and certain subsidiary
Vesting Deeds not affecting the property hereby conveyed) it was witnessed
pursuant to section 35 of the Settled Land Act 1925 and it was thereby

photo
copy

024/2

declared that the Vendors were the Trustees of the settlement for the purpose of the Settled Land Act 1925 the said Richard Berrough Hopkins and Oliver Scatchard Hopkins having died as aforesaid.

4. The Vendors by virtue of the powers vested in them by the said Act have agreed to sell to the Council the property hereinafter described and the fee simple thereof in possession free from incumbrances at the price of Forty pounds.

NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said Agreement and in consideration of the sum of forty pounds paid by the Council to the Vendors as such Trustees as aforesaid (the receipt of which sum the Vendors hereby acknowledge) the Vendors in exercise of the powers for this purpose conferred on them by the Settled Land Act 1925 and all other powers and as Trustees hereby convey unto the Council ALL THAT piece of land situate at Crayke in the North Riding of the County of York containing 2755 square yards or thereabouts and forming part of the close of land numbered 238 on the Ordnance Survey Map ALL which said piece of land hereby conveyed is more particularly delineated on the plan hereto annexed and thereon coloured pink TO HOLD the same unto the Council in fee simple.

2. THE Council with the intent that the burden of the covenants hereinafter contained shall be binding upon the land hereby conveyed into whosoever hands the same may come for the benefit of the owners or occupiers for the time being of the Vendors' adjoining or neighbouring property or any part thereof hereby covenants with the Vendors as follows:-

(a) That the land hereby conveyed shall not be used without the written consent of the Vendors or their successors in title (such consent not to be unreasonably withheld) for any other purpose than the construction of a reservoir thereon or on some part thereof (suitably screened with trees shrubs or plants) together with all necessary ancillary works and that nothing shall be done thereon that may be or grow to be in any way a nuisance or damage or annoyance to the Vendors their successors in title or their tenants or to the owners or tenants of any neighbouring property or to the neighbourhood.

(b) That the Council will as soon as possible hereafter at their own expense remove and re-fix the wire surrounds to the Tennis Courts shown on the said plan annexed hereto and level the ground to the same condition as the Tennis Courts now are.

(c) That the Council will as soon as possible hereafter fence in the land hereby conveyed on such sides as are not already fenced with fences of a type and design to be approved by the Vendors.

3. THE Vendors hereby acknowledge the right of the Council to production and delivery of copies of the hereinbefore recited Vesting Deed and Deed of Declaration.

4. IT IS HEREBY CERTIFIED AND DECLARED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Five hundred pounds.

IN WITNESS whereof the Vendors have hereunto set their hands and seals and the Council has caused its Common Seal to be hereto affixed the day and year first hereinbefore written.

SIGNED SEALED AND DELIVERED by the said }
Joseph Tertius Talbot Cliff in the
presence of:-

Witness name: *W. Kelly*
address: *2 Abbey Flats Searby*
occupation: *Hotel Porter*

J. T. Talbot Cliff

SIGNED SEALED AND DELIVERED by the said }
Ronald Broughton Hopkins in the
presence of:-

R. B. Hopkins
Clerk to Searby House
Searby House

Ronald B. Hopkins

SIGNED SEALED AND DELIVERED by the said }
Grosvenor Robert Griffin in the
presence of:-

Witness: *Robert William Dixon*
address: *94 Blencathra St*
Kewich
occupation: *Laundry Manager*

G. T. G.
G. Talbot Griffin

THE COMMON SEAL of the Rural District
Council of Searby was hereto
affixed in the presence of:-

Douglas A. Scott
Chairman
William Clerk.

REGISTERED AT THE NORTH RIDING REGISTRY OF
DEEDS BY THE ENROLMENT OF A *Memorial*
ON THE *26th* DAY OF *September* 1951
AT 10 IN THE *YON* NOON IN VOLUME 1104
PAGE 444 NUMBER 203

Robert B. Griffin REGISTRAR

19469

DATED 5 September 1951

B. 145

JOSEPH TERTIUS TALBOT CLIFF, ESQUIRE
AND OTHERS

-to-

EASINGFORD RURAL DISTRICT COUNCIL

Conveyance

-of-

a piece of land situate at Greys in the North Riding of the County of York

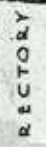
Shaded Site

14187

ACT No.	DATE
Territorial Plan	CD 17/11/52
Township S.M.	
Adoption Entry	
SE 57 SE	(222)
SE 56 70 1	

Robinson Drake Gillings & Walker,
Solicitors,
EASINGFORD.

Dmc No
1949/47



AREA COLOURED RED - 2755 SQ YD; OR THEREABOUTS



DATED

25th May

2004

YORKSHIRE WATER SERVICES LIMITED

to

STEPHEN JOLL

LEASE

Premises: Crayke Service Reservoir

Commencement: 25th May 2004

Term: 999 years

Rent: One peppercorn per annum

Stuart D McFarlane Solicitor
Head of Legal Services
Yorkshire Water Services Limited

File Ref: MS/YWS65/166

03040108 55/Lease

CONTENTS

1.	Particulars	1
2.	Definitions	1
3.	Interpretation.....	2
4.	Demise	4
5.	The Tenant's covenants.....	4
6.	The Landlord's covenants	15
7.	Provisos.....	15
8.	Exclusion of Third Party Rights	19
	Schedule 1 - (Rights reserved)	19

THIS LEASE dated

25th May

2004

BETWEEN

- (1) **YORKSHIRE WATER SERVICES LIMITED** whose Registered Office is at
Western House Halifax Road Bradford BD6 2SZ ("the Landlord")
- (2) **STEPHEN JOLL** of Crayke Castle, Crayke, York, YO16 4TA ("the Tenant")

1. **PARTICULARS**

"Contractual Term"

999 years from and including the 25th day of
May 2004

"Rent"

One peppercorn per annum

"Interest Rate"

4% per year above the base lending rate of
National Westminster plc or such other bank as
the Landlord may from time to time nominate
in writing

"Permitted User"

For use as a garden only

"Premises"

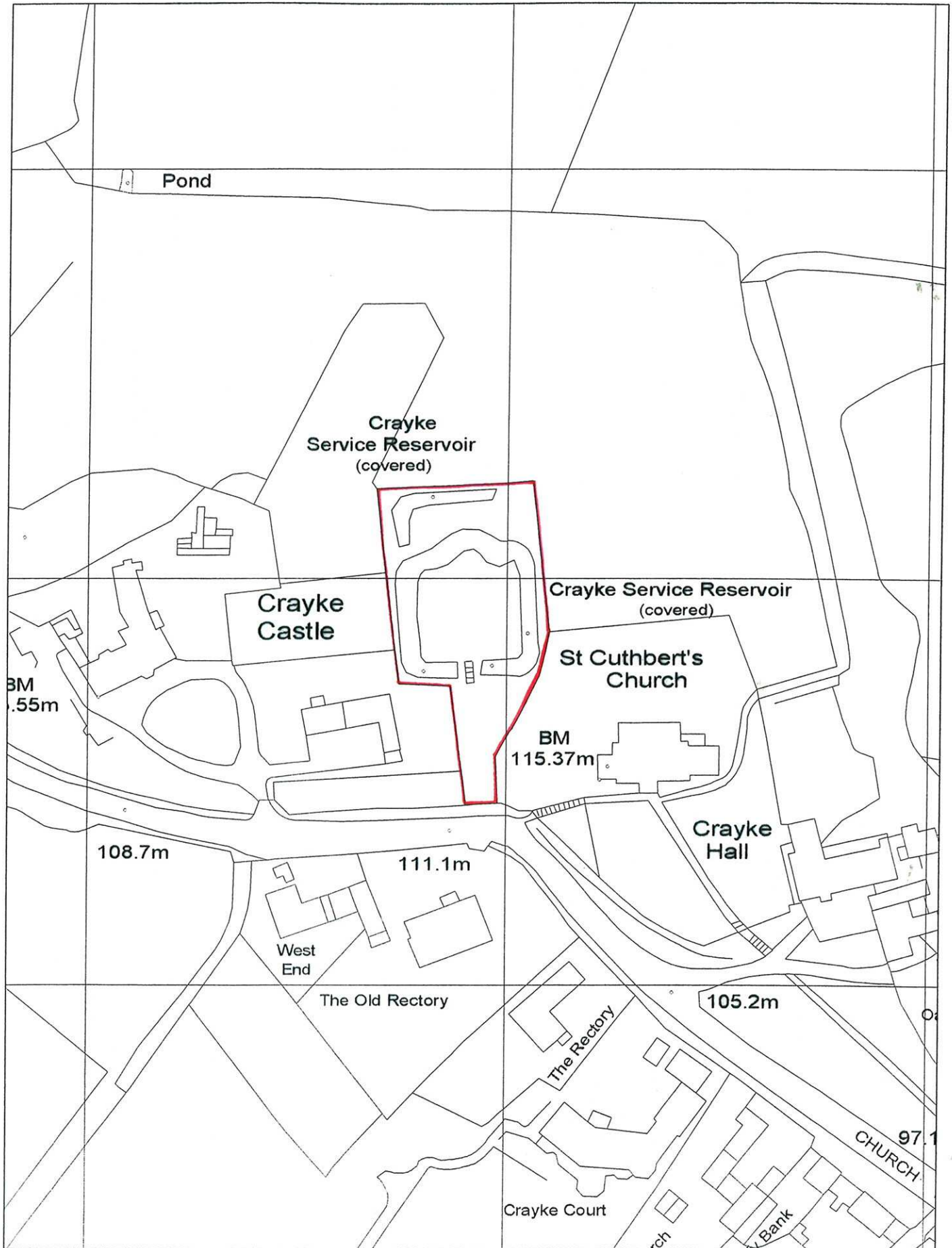
All that land and buildings shown edged red on
the Plan for the purpose of identification only

"Rent Commencement Date"

the 25th day of May 2004

2. **DEFINITIONS**

- 2.1 For all purposes of this lease the terms defined in clauses 1 and 2 have the meanings specified
- 2.2 'the Plan' means the plan annexed to this lease
- 2.3 'the Planning Acts' means the Town and Country Planning Act 1990 and all statutes regulations and orders included by virtue of clause 3.9

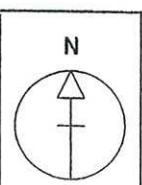


CRAYKE SERVICE RESERVOIR, N.YORKS.

NGR : SE5570SE PLAN SCALE 1:1250



YorkshireWater



2.4 'Surveyor' means any qualified surveyor being a member of the Royal Institution of Chartered Surveyors appointed by the Landlord to perform any of the functions of the Surveyor under this lease (including an employee of the Landlord or a company that is a member of the same group as the Landlord within the meaning of Section 42 of the 1954 Act and including also the person or firm appointed by the Landlord to collect the rents)

2.5 'Interest' means interest during the period from the date on which the payment is due to the date of payment both before and after any judgment at the Interest Rate then prevailing or should the base rate referred to in clause 1 cease to exist such other rate of interest as is most closely comparable with the Interest Rate to be agreed between the parties or in default of agreement to be determined by the Surveyor acting as an expert and not as an arbitrator

2.6 'Service Media' means any drains sewers conduits ducts shafts pipes cables wires and mains

3. INTERPRETATION

3.1 The expressions 'the Landlord' and 'the Tenant' wherever the context so admits include 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 (and any superior landlords) at any time

3.2 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

- 3.3 Words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 3.4 The expression 'the Premises' includes:-
- 3.4.1 all additions and improvements to the Premises
- 3.4.2 all the Landlord's fixtures and fittings and fixtures of every kind which shall from time to time be in or upon the Premises (whether originally affixed or fastened to or upon the Premises or otherwise) except any such fixtures installed by the Tenant
- 3.4.3 all pipes in or under or over the Premises and references to 'the Premises' in the absence of any provision to the contrary include any part of the Premises
- 3.5 Any covenant by the Tenant not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such act or thing to be done by another person where the Tenant is aware that such act or thing is being done
- 3.6 References to 'consent of the landlord' or words to similar effect mean a consent in writing signed by or on behalf of the Landlord 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
- 3.7 The terms 'the parties' or 'party' mean the Landlord and /or the Tenant
- 3.8 'Development' has the meaning given by the Town and Country Planning Act 1990 Section 55
- 3.9 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

3.10 References in this lease to any clause sub-clause or schedule without further designation shall be construed as a reference to the clause sub-clause or schedule to this lease so numbered

3.11 The clause paragraph and schedule headings do not form part of this lease and shall not be taken into account in its construction or interpretation

4. DEMISE

The Landlord demises to the Tenant the Premises TOGETHER with the rights specified in Schedule 1 EXCEPTING AND RESERVING to the Landlord the rights specified in the Schedule 2 TO HOLD the Premises to the Tenant for the Contractual Term SUBJECT to all rights easements privileges restrictions covenants and stipulations of whatever nature affecting the Premises YIELDING AND PAYING to the Landlord the Rent on each anniversary of the Contractual Term the first such payment to be paid on the date hereof

5. THE TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

5.1 Rent

5.1.1 To pay the Rent on the days and in the manner set out in this lease

5.2 Safety and Demolition

5.2.1 To ensure all access hatches to the underground reservoir at the Premises are sealed to a standard approved by the Landlord and English Heritage within twelve months from the date hereof and

5.2.2 Demolish the underground reservoir and reinstate the Premises to a reasonable condition in accordance with specifications previously approved by the Landlord and English Heritage as soon as reasonably practicable

5.3 Outgoings and VAT

To pay and to indemnify the Landlord against:-

- 5.3.1 all rates taxes assessments duties charges impositions and outgoings which are now or during the Term shall be charged assessed or imposed upon the Premises or upon the owner or occupier of them
- 5.3.2 VAT (or any tax of a similar nature that may be substituted for it or levied in addition to it) chargeable in respect of any payment made by the Tenant under any of the terms of or in connection with this lease or in respect of any payment made by the Landlord where the Tenant agrees in this lease to reimburse the Landlord for such payment

5.4 Repair, cleaning decorating etc

- 5.4.1 To keep the Premises in good and substantial condition
- 5.4.2 Not to cause any land roads or pavements abutting the Premises to be untidy or in a dirty condition and in particular (but without prejudice to the generality of the above) not to deposit on them refuse or other materials or use the same for storage purposes
- 5.4.3 If any Tenant's fixtures are removed at the Contractual Term then to make good to the satisfaction of the Landlord any damage caused to the Premises by such removal

5.5 Waste and alterations

- 5.5.1 Not to:-
 - (a) commit any waste
 - (b) make any addition to the Premises
 - (c) unite the Premises with any adjoining premises
 - (d) make any alterations to the Premises

5.5.2 Not to make connection with any service media that serve the Premises otherwise than in accordance with plans and specifications approved by the Landlord

5.6 Aerials, signs and advertisements

5.6.1 Not to erect any pole mast or wire (whether in connection with telegraphic radio or television communication or otherwise) upon the Premises

5.7 Statutory obligations

5.7.1 At the Tenant's own expense to execute all works and provide and maintain all arrangements upon or in respect of the Premises or the use to which the Premises are being put that are required in order to comply with the requirements of any statute (already or in the future to be passed) or any government department, local authority other public or competent authority or court of competent jurisdiction but only where such requirements are imposed on the lessor the lessee or the occupier

5.7.2 Not to do in or near the Premises any act or thing by reason of which the Landlord may under any statute incur have imposed upon it or become liable to pay any penalty damages compensation costs charges or expenses

5.7.3 Without prejudice to the generality of the above to comply in all respects with the provisions of any statutes and any other obligations imposed by law or by any by laws applicable to the Premises or in regard to carrying on the trade or business for the time being carried on the Premises

5.8 Access of Landlord

5.8.1 To permit the Landlord at all times and on reasonable prior notice causing as little damage and inconvenience as possible:-

- (a) to enter upon the Premises for the purpose of ascertaining that the covenants and conditions of this lease have been observed and performed and

- (b) to give to the Tenant (or leave upon the Premises) a notice specifying any upkeep or obligation that the Tenant has failed to execute in breach of the terms of this lease and to request the Tenant immediately to execute the same including its remedying

5.8.2 Immediately to repair cleanse or maintain the Premises as required by such notice

5.8.3 If within three months of the service of such a notice the Tenant shall not have commenced and be proceeding diligently with the execution of the work referred to in the notice or shall fail to complete the work within 6 months to permit the Landlord to enter the Premises to execute such work as may be necessary to comply with the notice and to pay to the Landlord the reasonable and proper cost of so doing and all expenses incurred by the Landlord (including legal costs and surveyor's fees) within 14 days of a written demand

5.9 **Alienation**

5.9.1 Not to hold on trust for another or part with the possession of the whole or any part of the Premises or permit another to occupy the whole or any part of the Premises

5.9.2 Not to assign underlet or charge part only of the Premises

5.9.3 Not to underlet the whole of the Premises without the consent of the Landlord (such consent not to be unreasonably withheld)

5.9.4 Not to assign or charge the whole of the Premises without first:-

- (a) obtaining the written consent of the Landlord (such consent not to be unreasonably withheld)

- (b) satisfying the circumstances specified for the purposes of S19(1A) of the Landlord and Tenant Act 1927 set out in clause 5.9.5 and

- (c) complying with the conditions specified for the purposes of S19(1A) of the Landlord and Tenant Act 1927 and set out in clause 5.9.6

5.9.5 The circumstances referred to in clause 5.9.4(b) are that:-

- (a) all sums due from the Tenant under this lease have been paid at the date of the licence to assign and
- (b) there are at the date of the application for the licence to assign no material outstanding breaches of any tenant covenant under this lease or any personal covenants undertaken by the Tenant and

5.9.6 The conditions referred to in clause 5.9.4(c) are that:-

- (a) upon or before any assignment and before giving occupation to the assignee the Tenant enters into an authorised guarantee agreement within the meaning of the Landlord and Tenant (Covenants) Act 1995 in such terms as the Landlord may reasonably require
- (b) the written licence to assign a condition that if at anytime prior to the assignment the circumstances specified in clause 5.9.5 (or any one of them) cease to exist the Landlord may revoke the licence by written notice to the Tenant; and
- (c) the Landlord has received a written undertaking from the Tenant's Solicitors in such form as the Landlord may reasonably require to pay to the Landlord on demand the reasonable legal and surveyor's fees costs and disbursements (including value added tax) incurred by the Landlord in considering the Tenant's application and preparing negotiating and entering into any relevant documentation whether or not the application is withdrawn or consent is granted

- 5.10 On the grant of an underlease to obtain covenants by deed from the underlessee direct with the Landlord in such form as the Landlord may require that the underlessee will:-
- 5.10.1 not assign, sub-underlet or charge part only of the premises underlet
 - 5.10.2 not part with or share possession or occupation of the whole or any part of the premises underlet nor grant to third parties rights over them otherwise than by a permitted assignment or sub-underletting
 - 5.10.3 not assign charge or sub-underlet the whole or any part of the premises sub-underlet without obtaining the previous consent of the Landlord under this lease
 - 5.10.4 observe and perform the terms and conditions of the underlease
 - 5.10.5 not assign the underlease without the assignee of the underlease first entering into a direct covenant with the Landlord to observe and perform the terms and conditions of the underlease
 - 5.10.6 provide for the inclusion in any sub-underleases granted out of the underlease (whether immediate or mediate) of covenants to the same effect as those contained in these clauses 5.10 and clause 5.11
- 5.11 On the grant of any underlease:-
- 5.11.1 to include provisions for the revision of the rent reserved by the underlease in an upward only direction to correspond in time and effect with the provisions for the revision of rent in this lease
 - 5.11.2 not to reserve or take a premium or fine
 - 5.11.3 to reserve a rent which is the greater of the market rent as at the time of the grant of the underlease or the rent reserved by this lease and

5.11.4 to include such covenants of the underlessee as are not inconsistent with or impair the due performance and observance of the covenants of the Tenant in this lease

5.12 Registration of dispositions of this Lease

To produce to and leave with the Solicitors of the Landlord the document effecting the disposition (and in each case a certified copy for retention by the Landlord) within one month after any disposition of this lease or the Premises (a 'disposition' being an assignment, charge, transfer, underlease, assignment or surrender of any underlease, or on any transmission by death or otherwise documentary evidence of devolution affecting the Premises), and on each occasion to pay to the Solicitors such fee as they may reasonably require for the registration

5.13 Enforcement of underleases

5.13.1 Not without the consent of the Landlord to vary the terms, or waive the benefit, of any covenant of the underlessee or condition in an underlease of the Premises

5.13.2 Not without the consent of the Landlord (such consent not to be unreasonably withheld) to accept a surrender of any underlease of the Premises

5.13.3 Diligently to enforce the covenants of the underlessee and the conditions in an underlease of the Premises and (if reasonably required by the Landlord) to exercise by way of enforcement the powers of re-entry in the underlease

5.14 Nuisance etc and residential restrictions

5.14.1 Not to do nor allow to remain upon the Premises anything which may be or become or cause a nuisance disturbance injury or damage to the Landlord or the owners or occupiers of adjacent or neighbouring premises

- 5.14.2 Not to use the Premises for a sale by auction or for any dangerous noxious noisy or offensive trade business manufacture or occupation nor for any illegal or immoral act or purpose
- 5.14.3 Not to keep any animals on the Premises
- 5.14.4 Not to store or bring upon the Premises any materials or liquid of a specially combustible inflammable dangerous or offensive nature
- 5.14.5 Not to bring keep store stack or lay out upon the Premises any materials equipment plant bins crates cartons boxes waste receptacles or any other items which are or might become untidy unclean unsightly or in any way detrimental to the Premises
- 5.14.6 Not to deposit or permit to be deposited any waste rubbish or refuse outside of any buildings on the Premises save in proper receptacles in any bin area
- 5.14.7 Not to permit to be discharged into any Pipes serving the Premises:-
- (a) any oil or grease or any deleterious objectionable dangerous poisonous or explosive matter or substance and to take all reasonable measures to ensure that any effluent discharged into the Pipes will not be corrosive or otherwise harmful to the Pipes or cause obstruction or deposit in them or
 - (b) any fluid of a poisonous or noxious nature or of a kind likely to or that does in fact destroy sicken or injure the fish or contaminate or pollute the water of any stream or river
- 5.14.8 Not to use the Premises for any purpose other than the Permitted User

5.15 Landlord's Costs

To pay to the Landlord on an indemnity basis all costs fees charges disbursements and expenses (including without prejudice to the generality of the above those

payable to counsel solicitors surveyors and bailiffs) properly and reasonably incurred by the Landlord in relation to or incidental to:-

- 5.15.1 every application made by the Tenant for a consent or licence required by the provisions of this lease whether such consent or licence is granted or refused or proffered subject to any lawful qualification or condition or whether the application is withdrawn unless such refusal qualification or condition is unlawful whether because it is unreasonable or otherwise
- 5.15.2 the preparation and service of a notice under the Law of Property Act 1925 Section 146 or incurred by or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding that forfeiture is avoided otherwise than by relief granted by the court
- 5.15.3 the recovery or attempted recovery of arrears of rent or other sums due from the Tenant and
- 5.15.4 any steps taken in contemplation of or in direct connection with the preparation and service of a schedule or dilapidations during or after the expiration of the term

5.16 **The Planning Acts**

Not to commit any breach of planning control (such term to be construed as it is used in the Planning Acts) and to comply with the provisions and requirements of the Planning Acts that affect the Premises whether as to the Permitted User or otherwise and to indemnify and keep the Landlord indemnified against all liability whatsoever including costs and expenses in respect of any contravention by the Tenant during the Contractual Term

5.17 Indemnities

To be responsible for and to keep the Landlord fully indemnified against all damage damages losses costs expenses actions demands proceedings claims and liabilities made against or suffered or incurred by the Landlord arising directly or indirectly out of:-

- 5.17.1 any act omission or negligence of the Tenant or any persons at the Premises expressly with the Tenant's authority or
- 5.17.2 any breach or non-observance by the Tenant of the covenants conditions or other provisions of this lease or any of the matters to which this demise is subject
- 5.17.3 all and any costs damages or liabilities howsoever incurred as a result, in particular, of the Tenant's covenants contained at clause 5.2

5.18 Yield up

At the expiration of the Term:-

- 5.18.1 to yield up the Premises in a state of repair and condition according with the terms of this lease
- 5.18.2 to remove all signs erected by the Tenant in upon or near the Premises and immediately to make good any damage caused by such removal to the reasonable satisfaction of the Landlord
- 5.18.3 to make good any damage caused to the Premises by the removal of the Tenant's fixtures fittings furniture and effects and by the reinstatement of the Premises pursuant to any covenant with the Landlord

5.19 Interest on arrears

- 5.19.1 If the Tenant shall fail to pay the rents or any other sum due under this lease within 14 days of the date due whether formally demanded or not the Tenant shall pay to

the Landlord Interest on the rents or other sum from the date when they were due to the date on which they are paid and such Interest shall be deemed to be rents due to the Landlord

- 5.19.2 Nothing in the preceding clause shall entitle the Tenant to withhold or delay any payment of the rents or any other sum due under this lease after the date upon which they fall due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this lease

5.20 **Statutory notices etc**

To give full particulars to the Landlord of any notice direction order or proposal for the Premises made given or issued to the Tenant by any local or public authority within 7 days of receipt and if so required by the Landlord to produce it to the Landlord and without delay to take all necessary steps to comply with the notice direction or order (if such compliance is the responsibility of the Tenant hereunder) and at the request of the Landlord (but at the cost of the Tenant only in any cases where such compliance is the responsibility of the Tenant hereunder) to make or join with the Landlord in making such objection or representation against or in respect of any notice direction order or proposal as the Landlord shall reasonably require

5.21 **Sale of reversion etc**

To permit upon reasonable notice at any time during the Term prospective purchasers of or agents instructed in connection with the sale of the Landlord's reversion or of any other interest superior to the Term to view the Premises without interruption provided they are authorised in writing by the Landlord or its agents

PROVIDED THAT no such sign shall unreasonably interfere with the Tenants use and enjoyment of the Premises

5.22 Defective premises

To give notice to the Landlord of any defect in the Premises which might give rise to an obligation on the Landlord to do or refrain from doing any act or thing in order to comply with the provisions of this lease or the duty of care imposed on the landlord pursuant to the Defective Premises Act 1972 or otherwise and at all time to display and maintain all notices which the Landlord may from time to time reasonably require to be displayed at the Premises

5.23 Landlord's rights

To permit the Landlord at all time during the Term to exercise without interruption or interference any of the rights to it by virtue of the provisions of this lease

6. THE LANDLORD'S COVENANTS

6.1 Quiet enjoyment

To permit the Tenant peaceably and quietly to hold and enjoy the Premises without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for the Landlord

7. PROVISOS

7.1 Re-entry

If and whenever during the Term:-

- 7.1.1 there is a breach by the Tenant of any covenant or other term of this lease which is not capable of remedy

7.1.2 there is a breach by the Tenant of any covenant or other term of this lease which is capable of remedy but which is not remedied within 15 days after notice shall have been given by the Landlord to the Tenant requiring such remedy

7.1.3 an individual Tenant becomes bankrupt or

7.1.4 a company Tenant:-

(a) enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or

(b) has a receiver appointed or

7.1.5 the Tenant enters into an arrangement for the benefit of its creditors or

7.1.6 the Tenant has any distress or execution levied on its goods the Landlord may re-enter the Premises (or any part of them in the name of the whole) at any time (and even if any previous right of re-entry has been waived) and then the Term will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Landlord against the Tenant or to the Tenant against the Landlord in respect of any breach of covenant or other term of this lease (including the breach in respect of which the re-entry is made)

7.2 **Exclusion of use warranty**

Nothing in this lease or in any consent granted by the Landlord under this lease shall imply or warrant that the Premises may lawfully be used under the Planning Acts for the purpose authorised in this lease (or any purpose subsequently authorised)

7.3 **Agreement and Declaration**

It is expressly agreed and declared that the Landlords obligations under this Lease are limited to the express obligations set out herein and that there are to be no

implied obligations relating to the manner in which the Landlord is to control occupation of the remainder of the Estate

7.4 Entire understanding

This lease and the Contract embodies the entire understanding of the parties relating to the Premises and to all the matters dealt with by any of the provisions of this lease

7.5 Representation

The Tenant acknowledges that this lease has not been entered into in reliance wholly or partly on any statement or representation made by or on behalf of the Landlord except any such statement or representation that is expressly set out in this lease

7.6 Licences etc under hand

Whilst the Landlord is a limited company or other corporation all licences consents approvals and notices required to be given by the Landlord shall be sufficiently given if given under the hand of a director the secretary or other duly authorised officer of the Landlord or the Surveyor on behalf of the Landlord

7.7 Tenant's property

If after the Tenant has vacated the Premises on the expiry of the Term any property of the Tenant remains in or on the Premises and the Tenant fails to remove it within 7 days after being requested in writing by the Landlord to do so or if after using its best endeavours the Landlord is unable to make such a request to the Tenant within 14 days from the first attempt so made by the Landlord:-

- 7.7.1 the Landlord may as the agent of the Tenant sell such property and the Tenant will indemnify the Landlord against any liability incurred by it to any third party whose property shall have been sold by the Landlord in the mistaken belief held in good

faith (which shall be presumed unless the contrary be proved) that such property belonged to the Tenant

7.7.2 if the Landlord having made reasonable efforts is unable to locate the Tenant the Landlord shall be entitled to retain such proceeds of sale absolutely unless the Tenant shall claim them within 6 months of the date upon which the Tenant vacated the Premises and

7.7.3 the Tenant shall indemnify the Landlord against any damage occasioned to the Premises and any actions claims proceedings costs expenses and demands made against the Landlord caused by or related to the presence of the property in or on the Premises

7.8 **Compensation on vacating**

Any statutory right of the Tenant to claim compensation from the Landlord on vacating the Premises shall be excluded to the extent that the law allows

7.9 **Services of notices**

The provisions of the Law of Property Act 1925 Section 196 as amended by the Recorded Delivery Service Act 1962 shall apply to the giving and service of all notices and documents under or in connection with this lease except that Section 196 shall be deemed to be amended as follows:-

7.9.1 the final words of Section 196(4) “....and that servicesbe delivered” shall be deleted and there shall be substituted “....and that the services shall be deemed to be made on the third Working Day after the registered letter had been posted” “Working Day” meaning any day from Monday to Friday (inclusive) other than Christmas day Good Friday and any statutory bank or public holiday”

7.9.2 any notice or document shall be sufficiently served if sent by telephonic facsimile transmission or any other means of electronic transmission to the party to be served and that service shall be deemed to be made on the day of transmission if transmitted before 4pm on a Working Day but otherwise on the next following Working Day (as defined above)

7.10 **Agreement for Lease**

The Parties hereto hereby certify that there is no Agreement for Lease to which this lease gives effect

8. **EXCLUSION OF THIRD PARTY RIGHTS**

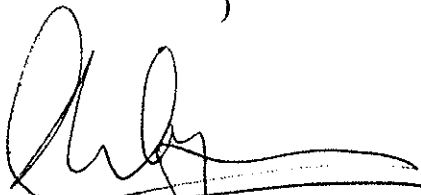
The parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Lease


IN WITNESS of which this deed has been executed the day and year first above written

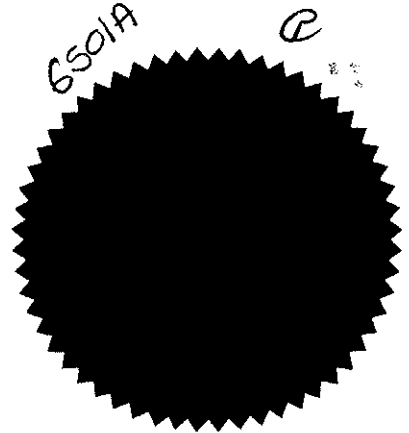
Schedule 1 - (Rights reserved)

1. The right at any time during the Term at reasonable times upon reasonable notice except in cases of emergency to enter (or in cases of emergency to break and enter the Landlord making good any damage thereby occasioned) the Premises
 - 1.1 to inspect the condition and state of repair of the Premises
 - 1.2 to exercise any of the rights granted to the Landlord elsewhere in this lease

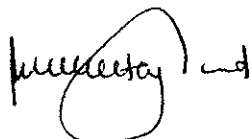
The Common Seal of YORKSHIRE WATER
SERVICES LIMITED was hereunto affixed
in the presence of:-



X Authorised signatory

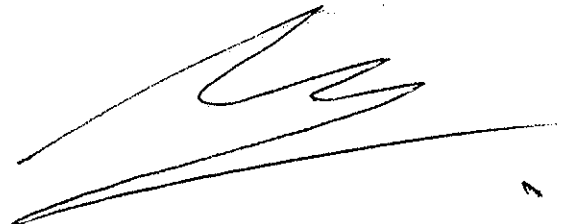

Authorised signatory



Signed by STEPHEN JOLL in the
presence of:-


Secretary

 and Director.



DATED

10th August

2004

MR K P & MRS N S HOLLINRAKE

to

YORKSHIRE WATER SERVICES LIMITED

DEED OF GRANT OF EASEMENT

relating to a water main in land at Crayke Castle

Scheme: Water Main at Crayke

Stuart D McFarlane Solicitor
Head of Legal Services
Yorkshire Water Services Limited

JS/YWS65/241

TABLE OF CONTENTS

1.	Definitions	1
2.	Interpretation	3
3.	Grant of Rights	3
4.	Title Guarantee	3
5.	Covenants by YWS	3
6.	Grantor's Covenants:.....	4
7.	Mortgagee's covenant	5
8.	Arbitration	6
9.	Noting of Rights and Liberties	6
10.	Contracts (Rights of Third Parties) Act 1999.....	6
	Schedule 1 - Easements granted	6

H.M. LAND REGISTRY

Land Registration Act 2002

County and District :- North Yorkshire York

Title Number :- NYK111057

Property :- Land at Crayke Castle

Date :- 10th August 2004

PARTIES:

- (1) KEVIN PAUL HOLLINRAKE and NICHOLA SARA
HOLLINRAKE both of Crayke Castle Church Hill Crayke
North Yorkshire ("the Grantor")
- (2) HALIFAX Plc of Trinity Road Halifax ("the Mortgagee")
- (3) YORKSHIRE WATER SERVICES LIMITED whose
Registered Office is at Western House Road Bradford BD6 2SZ
("YWS")

1. DEFINITIONS

"Ancillary Equipment" means:-

A marker post of a height not exceeding one
metre from the ground in a position adjoining
any fence (including any fence wall) where the
Water Main underlies the same

"Apparatus" means the Water Main and the Ancillary
Equipment

OWNER:

Mr & Mrs S Joll
Crayke Castle
York. YO6 4TA

OCCUPIER:

As Owner

EASEMENT WIDTH 6m

EASEMENT LENGTH 230m


for YORKSHIRE WATER SERVICES LIMITED

G. M. O'Brien
Authorised Signatory

94.0m

LYKE LANE

Pond

CV(B)
95.1m

STRAINER
110mm-PVCu-1995

180mm-HPPE-1997
ABANDONED

Crayke
Service Reservoir
(covered)

Crayke
Castle

BM
115.55m

Crayke Service Reservoir
(covered)

St Cuthbert's
Church

BM
115.37m

H10815

108.7m

111.1m

Crayke
Hall

Bishops
Cottage

Well
Cott

Apple
Cott

Crayke

YORKSHIRE WATER SERVICES LTD

180mm dia WATER MAIN AT CRAYKE
SCHEME CODE: P-H-415-005

SCALE : 1:1250

(DO NOT SCALE)
"AS LAID"

“Charge”	means the Charge dated 30 June 2004 referred to in entry numbered 2 of the Charges Register of the above mentioned title
“Plan”	means drawing number annexed to this Deed
“Premises”	means the land at Crayke Castle comprised in the above numbered title
“Price”	means the sum of £1275
“Restricted Strip”	means the strip of land 6 metres wide shown coloured pink on the Plan
“Rights and Liberties”	means the easements specified in the Schedule
“Water Main”	means an underground water main in the position shown approximately by a black line on the Plan such water main being laid at such depth from the surface of the land as to secure the same against usual agricultural and roadmaking operations connected with the surface
“YWS’ Undertaking”	means the Water Main the Ancillary Equipment the lands of YWS in North Yorkshire its entire Water Undertaking and each and every part thereof

2. **INTERPRETATION**

2.1 In this Deed where the context so admits words importing the masculine gender only include the feminine gender words importing the singular number only include the plural number and where there are two or more persons included in the expression "the Grantor" covenants expressed to be made by the Grantor shall be deemed to be made by such persons jointly and severally

2.2 The headings to the clauses do not form part of this Deed

3. **GRANT OF RIGHTS**

In consideration of the Price paid by YWS to the Grantor with the consent of the Mortgagee (the receipt of which sum the Grantor hereby acknowledges) the Grantor hereby grants and the Mortgagee as mortgagee consents unto YWS the Rights and Liberties TO HOLD the Rights and Liberties unto YWS in fee simple as appurtenant to YWS' Undertaking

4. **TITLE GUARANTEE**

The Grantor grants the Rights and Liberties hereby granted with full title guarantee

5. **COVENANTS BY YWS**

YWS hereby covenants with the Grantor as follows namely:-

- 5.1 from time to time and without any unnecessary delay at its own cost to make good so far as may be practicable any damage done or occasioned to the Premises (including any damage shown to have been done or occasioned by interference with or disturbance to the functioning of any drain or drainage system in or under the Premises) in the exercise of the said Rights and Liberties
- 5.2 to pay full compensation for any such damage (insofar as the same has not been so made good) and for any other injury to property of the Grantor done or occasioned in

the exercise of the Rights and Liberties and for any loss necessarily sustained by the Grantor from any such damage or injury

- 5.3 at all times to save harmless and indemnify the Grantor from and against all claims demands proceedings damages costs charges and expenses in respect of or arising out of the presence of the Apparatus in the Premises or the exercise of the said Rights and Liberties
- 5.4 to keep the Apparatus in proper repair so far as is reasonably practicable and so long as the same are used for or in connection with the transmission of water or other matter
- 5.5 to pay all rates and taxes which may be imposed in respect of the Apparatus or the said Rights and Liberties

6. **GRANTOR'S COVENANTS:**

The Grantor with the consent and approval of the Mortgagee hereby given to the intent testified by the Mortgagee's execution hereof that the obligation of this covenant and the rights of YWS hereunder shall be read and construed as if they had been entered into before the Charge HEREBY covenants with YWS with intent and so as to bind (so far as practicable) the premises into whosoever hands the same may come and to benefit and protect YWS' Undertaking but not so as to render the Grantor personally liable for any breach of covenant committed after the Grantor shall have parted with all interest in the land in respect of which such breach shall occur that the Grantor and the successors in title of the Grantor will at all times hereafter observe and perform the restrictions following in respect of the Restricted Strip:-

- 6.1 within the Restricted Strip no building or erection or structure (save fence walls) shall be erected and no tree shall be planted
- 6.2 the level of the surface of the Restricted Strip shall not be lowered so as to reduce the cover of soil and other material above the Water Main
- 6.3 within the Restricted Strip no stack or foldyard or ornamental garden or other works or development shall be constructed or carried out nor shall the surface be raised in such a way as to render the operation of gaining access to the Apparatus or of reinstating the Premises thereafter materially more difficult or lengthy
- 6.4 nothing shall be done caused or permitted within the Restricted Strip which may damage the Apparatus or pollute the water in the Water Main

PROVIDED THAT nothing in this clause shall prevent the Grantor from installing in the Premises any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of YWS or from carrying on agricultural operations which are normal in the district or acts of good husbandry including hedging or ditching but causing no interference with or obstruction to the Apparatus and no material reduction of the cover of soil or other material above the Water Main

7. **MORTGAGEE'S COVENANT**

The Mortgagee covenants with YWS that in the event that the Mortgagee wishes to sell the Premises as Mortgagee in possession pursuant to the powers contained in Section 101 of the Law of Property Act 1925 the Mortgagee will sell subject to the Rights and Liberties contained in this Deed

8. **ARBITRATION**

Any dispute arising under clause 5, 6 or 7 hereof shall in default of agreement be referred to arbitration and determined by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination

9. **NOTING OF RIGHTS AND LIBERTIES**

The Grantor hereby agrees to an application by YWS for the noting of the Rights and Liberties and the restrictive covenants contained in this Deed in the registers of the above-numbered title

10. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

The parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

IN WITNESS whereof the parties hereto have executed this Deed the day and year first before written

Schedule 1 - Easements granted

FULL right and liberty for YWS:-

(a) to lay construct and retain in the Premises and remove therefrom the Apparatus


AND ALSO (without prejudice to any statutory right or power to do so)

(b) to use inspect cleanse repair adjust alter renew improve and otherwise maintain in the Premises and to remove therefrom the Apparatus


- (c) freely to run water through the Apparatus [and (if and so far as the Grantor is entitled to grant such right) to discharge water from and Apparatus into the watercourse so specified in relation to it]
- (d) for the purposes thereof (and for similar purposes in relation to any connected length of water main lying adjacent) to enter the Premises with or without vehicles machinery and plant by a route within and along the Restricted Strip or by such (if any) other convenient route from a public carriageway or private access road as the Grantor or the successors in title of the Grantor may from time to time indicate and to break open the Premises doing and occasioning no unreasonable damage to the Premises or to any part of such route lying outside the Premises

Please sign plan.

SIGNED as a DEED by
KEVIN PAUL HOLLINRAKE
in the presence of:-

) KPH X 
)
)

✓

Signature of witness 

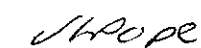
Name JACQUELYN POPE

Address 8 GODWIN HOUSE
DARWIN CLOSE,
HUNTINGTON, YORK

SIGNED as a DEED by
NICHOLA SARA HOLLINRAKE
VANDERPUMP
in the presence of:-

) NSH ✓ 
)
)

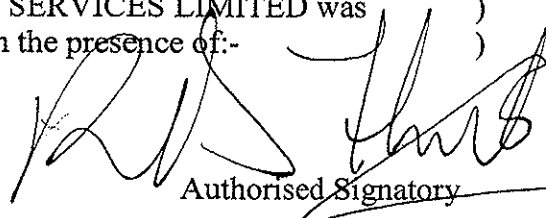
✓


Signature of witness 

Name JACQUELYN POPE

Address 8 GODWIN HOUSE
DARWIN CLOSE
HUNTINGTON, YORK

The COMMON SEAL of YORKSHIRE
WATER SERVICES LIMITED was
affixed in the presence of:-


Authorised Signatory


Authorised Signatory



The COMMON SEAL of
HALIFAX Plc was affixed
in the presence of:-

)
)
)


Authorised Signatory

DATED

9th October,

2006

YORKSHIRE WATER SERVICES LIMITED (1)

STEPHEN JOLL (2)

AND

KEVIN HOLLINRAKE and NICOLA HOLLINRAKE (3)

LICENCE TO ASSIGN

Lease of Crayke Service Reservoir

Stuart D McFarlane Solicitor
Head of Legal Services
Yorkshire Water Services Limited

MS/YWS65/166

TABLE OF CONTENTS

1.	DEFINITIONS AND INTERPRETATION	2
2.	LICENCE TO ASSIGN	3
3.	ASSIGNEE'S COVENANTS	3
4.	TENANT'S COVENANTS	4
5.	PROVISOS.....	4
6.	EXCLUSION OF THIRD PARTY RIGHTS	5

THIS LICENCE is made the 9th day October, 2006

BETWEEN

(1) YORKSHIRE WATER SERVICES LIMITED whose registered office is at
Western Way, Halifax Road, Bradford, BD6 2SZ ("the Landlord")

(2) STEPHEN JOLL of The Manor House Scagglethorpe Malton YO17 8DT
("the Tenant") and

(3) KEVIN HOLLINRAKE of Crayke Castle, Crayke, York, YO16 4TA ("the
Assignee")

and Nobby Hollinrake KOO M.

WHEREAS

(1) Lease

This licence is supplemental to a Lease ('the Lease') made the 25th day of May 2004 between (1) the Landlord and (2) Stephen Joll by which the premises known as Crayke Service Reservoir ("the Premises") were demised for a term of 999 years from and including the 25th day of May 2004 ("the Term") subject to the payment of the rent reserved by and the performance and observance of the covenants on the lessee's part and the conditions contained in the Lease.

(3) Devolution of title

The reversion immediately expectant on the determination of the Term remains vested in the Landlord and the unexpired residue of the Term is now vested in the Tenant.

(3) Consent to assignment

The Lease contains provisions prohibiting the Tenant from assigning the Premises however the Landlord has agreed to grant a licence upon the terms set out below to enable the Tenant to assign its estate and interest in the Premises to the Assignee.

NOW THIS DEED WITNESSES as follows:-

1. DEFINITIONS AND INTERPRETATION

In this licence:-

- 1.1 "the Landlord" includes the person in whom the reversion immediately expectant on the determination of the Term is for the time being vested;
- 1.2 "the Tenant" and "the Assignee" include their respective successors in title;
- 1.3 "the Lease" includes all or any deeds and documents supplemental to the Lease whether or not expressed to be so;
- 1.4 "the Term" includes any continuation or extension of the Term and any holding over whether by statute at common law or otherwise;
- 1.5 "the Assignment" means the assignment authorised in clause 2;
- 1.6 if the Landlord the Tenant or the Assignee is at any time more than one person its obligations shall be joint and several obligations of such persons;
- 1.7 words importing one gender import any other gender words importing the singular import the plural and vice versa and any reference to a person includes a reference to a company authority board department or other body;
- 1.8 the clause headings shall not be taken into account for the purposes of its construction or interpretation.

2. LICENCE TO ASSIGN

The Landlord grants to the Tenant licence to assign the whole of the Tenant's estate and interest in the Premises to the Assignee.

3. ASSIGNEE'S COVENANTS

The Assignee covenants with the Landlord:-

- 3.1 that at all times after the completion of the Assignment during the residue of the Term the Assignee shall pay the rent reserved by the Lease and observe and perform the covenants on the lessee's part and the conditions contained in the Lease;
- 3.2 immediately after completion of the Assignment the Assignee shall give to the Landlord written notice of the date on which the Assignment was completed and of the name and address of the person to whom future rent demands should be sent and shall supply to the Landlord for registration a copy (duly certified to be true and accurate by a solicitor) of the deed effecting the Assignment and pay such registration fee as is specified in clause 5.12 of the Lease or the Landlord may reasonably require;
- 3.3 that prior to the grant of this licence it has disclosed to the Landlord in writing any conviction judgement or finding of any court or tribunal relating to the Assignee (or any director other officer or major shareholder of the Assignee) of such a nature as to be likely to affect the decision of any insurer or underwriter to grant or to continue insurance of the Premises or in respect of loss of rent;

- 3.4 that in the event that the Lease on the date hereof has an unexpired residue of more than 7 years it shall at its own expense register the Lease at HM Land Registry and thereafter provide to the Landlord official copies of the register and title plan.

4. TENANT'S COVENANTS

The Tenant covenants with the Landlord:-

- 4.1 to pay to the Landlord on demand and to indemnify the Landlord against all costs charges fees disbursements and expenses (including those of professional advisers and agents and including in each case any VAT) incurred by the Landlord in connection with this licence or the Assignment including (without limitation) those arising from the consideration of the application and for the preparation negotiation and completion of this licence and from the obtaining of the consent or approval of or information from any other person;
- 4.2 not to allow the Assignee to enter into occupation or possession of the whole or any part of the Premises until completion of the Assignment.

5. PROVISOS

- 5.1 If the Assignment is not completed within three months after the date of and otherwise in accordance with this licence the provisions of this licence (save for clause 4.1) shall immediately determine and cease to have effect but without prejudice to any accrued right of action vested in the Landlord in respect of or arising from any breach by the Tenant of its obligations under this licence prior to that date.

5.2 All sums payable by the Tenant under this licence shall be recoverable as rent in arrear.

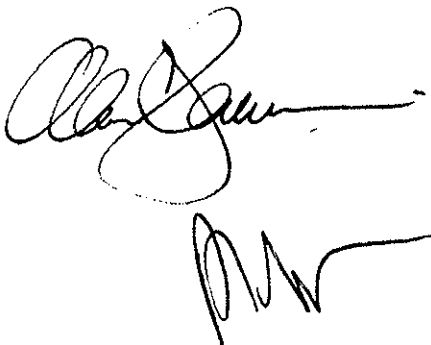
5.3 Nothing contained in this licence shall waive or be deemed to waive any breach of the obligations of the Tenant under the Lease which may have occurred prior to the date of the licence or authorize or be deemed to authorize any further assignment or other act omission or thing other than the Assignment and the covenants on the lessee's part and conditions contained in the Lease shall continue in full force and effect.

6. **EXCLUSION OF THIRD PARTY RIGHTS**

The parties agree that the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Licence.

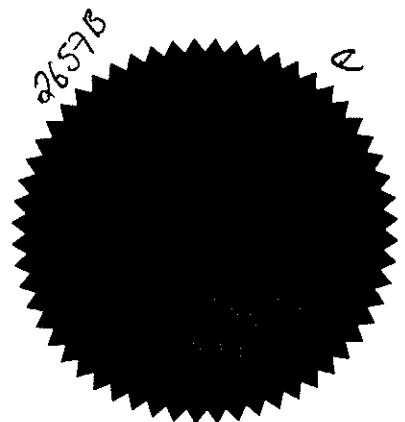
IN WITNESS whereof the parties hereto have executed this Deed the day and year hereinbefore written

Executed as a deed (but not delivered until the)
date hereof) by affixing the common seal of)
YORKSHIRE WATER SERVICES)
LIMITED in the presence of:-)



Authorised Signatory

Authorised Signatory




Signed as a Deed (but not delivered until)
the date hereof) by STEPHEN JOLL)
in the presence of:-)



Witness name: *W. J. J.*
Riversdale
34 Market Street
Hoyland Nether
Barnsley S74 9QR

Witness signature:



Signed as a Deed (but not delivered until)
the date hereof) by KEVIN HOLLINRAKE and Nicola)
in the presence of:-)

Hollinrake
MDPS
Solicitor
has htd



Witness name: Sarah Louise Chapman
10 The Garden Village
Old Earswick
York
YO32 9TP

Witness signature:





5

Local Authority and Water and Drainage Enquiries

ENQUIRIES OF LOCAL AUTHORITY



Search prepared for:

Cowling Swift & Kitchin Solicitors
DX 61550
YORK

Search Number: 2450243

Your Reference: *FAR/CRS

Property:

CRAYKE CASTLE & RESERVOIR
CHURCH HILL
CRAYKE
YORK
YO61 4TA

UPRN: NOT AVAILABLE

Names of those involved in the sale (this box is only completed when the replies to these enquiries are to be included in a Home Information Pack)

Name of vendor: KEVIN PAUL HOLLINRAKE & NICOLA SARA HOLLINRAKE

Name of estate agent: KNIGHT FRANK ESTATE AGENTS

Name of HIP Provider: THE PROPERTY SEARCH GROUP - YORK

Name of solicitor/conveyancer: COWLING SWIFT & KITCHIN / CLAIRE SPENCE

Your personal data * name and address - will be handled strictly in accordance with the requirements of the Data Protection Act. It is required to pass on to the relevant authority in order to carry out the necessary search.

Other roadways, footpaths and footways:

CRAYKE LANE

Search prepared by and any enquiries to:

The Property Search Group
North Lodge Clifton Park
YORK
YO30 5YX

Tel: 01904 632622 Fax: 01904 632393

On behalf of The Property Search Group

Signed:

Date: 02/06/2008

Information obtained at HAMBLETON DISTRICT COUNCIL and NORTH YORKSHIRE COUNTY COUNCIL.
For further information contact The Property Search Group.

ENTRIES RELATING TO LAND AND PREMISES KNOWN AS:

CRAYKE CASTLE & RESERVOIR
CHURCH HILL
CRAYKE
YORK
YO61 4TA

LOCAL LAND CHARGE REGISTER ENTRIES:

1. TOWN AND COUNTRY PLANNING ACT 1947 - SECTION 30
CRAYKE CASTLE IS INCLUDED IN LIST OF BUILDINGS COMPILED BY THE MINISTER OF HOUSING AND LOCAL GOVERNMENT
DATE OF CERTIFICATION OF LIST 28/02/1952
REGISTERED 01/05/1952
2. TOWN AND COUNTRY PLANNING ACT 1947 - SECTION 30
RUINS IN GROUNDS OF CRAYKE CASTLE IS INCLUDED IN LIST OF BUILDINGS COMPILED BY THE MINISTER OF HOUSING AND LOCAL GOVERNMENT
DATE OF CERTIFICATION OF LIST 23/05/1960
REGISTERED 31/05/1960
3. TOWN AND COUNTRY PLANNING ACT 1971 - SECTION 277, AS AMENDED BY THE TOWN AND COUNTRY AMENITIES ACT 1974
CONSERVATION AREA AT CRAYKE DESIGNATED BY HAMBLETON DISTRICT COUNCIL
REGISTERED 25/07/1977
4. ANCIENT MONUMENTS AND ARCHAEOLOGICAL AREAS ACT 1979 (AS AMENDED) - SECTION 1
CRAYKE CASTLE, CRAYKE
NOTIFICATION THAT THE SCHEDULED AREA OF THE ABOVE-NAMED MONUMENT HAS BEEN INCLUDED IN THE SCHEDULE COMPILED AND MAINTAINED BY THE SECRETARY OF STATE FOR NATIONAL HERITAGE
REGISTERED 19/06/1995
5. ANCIENT MONUMENTS AND ARCHAEOLOGICAL AREAS ACT 1979 (AS AMENDED) - SECTION 1
CRAYKE CASTLE, CRAYKE
NOTIFICATION THAT THE SCHEDULED AREA OF THE ABOVE-NAMED MONUMENT HAS BEEN INCLUDED IN THE SCHEDULE COMPILED AND MAINTAINED BY THE SECRETARY OF STATE FOR NATIONAL HERITAGE
REGISTERED 26/06/1999

PLANNING REGISTER ENTRIES SINCE: 01/04/1974

1. 2/86/034/0066 USE OF EXISTING DWELLING AS A HOTEL AT CRAYKE CASTLE, CRAYKE
PG/C 25/04/1986
2. 2/86/034/0066A APPLICATION FOR LISTED BUILDING CONSENT FOR ALTERATIONS TO EXISTING DWELLING AT CRAYKE CASTLE, CRAYKE
PG/C 11/12/1986
3. 2/86/034/0066B APPLICATION FOR LISTED BUILDING CONSENT FOR ALTERATIONS TO EXISTING DWELLING AT CRAYKE CASTLE, CRAYKE
PG/C 19/12/1986
4. 2/86/034/0069 ALTERATIONS AND EXTENSION TO EXISTING GARAGE FOR STORAGE AND SALE OF HISTORICAL VEHICLES AT CRAYKE CASTLE, CRAYKE
PG/C 04/02/1987
5. 2/89/034/0066C EXTENSION TO EXISTING DWELLING AT CRAYKE CASTLE, CRAYKE
PG/C 05/09/1989
6. 2/89/034/0066D APPLICATION FOR LISTED BUILDING CONSENT FOR AN EXTENSION TO EXISTING DWELLING AT CRAYKE CASTLE, CRAYKE
PG/C 08/11/1989
7. 2/04/034/0066E APPLICATION FOR LISTED BUILDING CONSENT FOR INTERNAL ALTERATIONS TO EXISTING DWELLING AT CRAYKE CASTLE, CRAYKE
PG/C 23/09/2004
8. 04/01270/LBC APPLICATION FOR LISTED BUILDING CONSENT FOR INTERNAL ALTERATIONS TO EXISTING DWELLING AT CRAYKE CASTLE, CRAYKE
INCOMPLETE APPLICATION RETURNED 13/07/2007

BUILDING REGULATION APPLICATIONS SINCE: 01/07/2001

1. NONE

OTHER DETAILS:

PLEASE NOTE THE FOLLOWING INFORMATION:

PLANNING APPLICATIONS RELATING TO LAND ADJOINING THE CURTILAGE OF THE ADDRESS SEARCHED DO NOT FALL WITHIN THE SCOPE OF THIS REPORT.

**PART I - STANDARD ENQUIRIES
(APPLICABLE IN EVERY CASE)**

1. PLANNING AND BUILDING REGULATIONS

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

- (a) a planning permission;
- (b) a listed building consent;
- (c) a conservation area consent;
- (d) a certificate of lawfulness of existing use or development;
- (e) a certificate of lawfulness of proposed use or development;
- (f) building regulation approvals;
- (g) a building regulation completion certificate; and
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

How can copies of the decisions be obtained?

INFORMATIVE:

If building control for the property is currently administered by an outside body the seller or developer should be asked to provide evidence of compliance with building regulations.

1.2 Planning Designations & Proposals.

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

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.

2. ROADS

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

- (a) highways maintainable at public expense:
- (b) subject to adoption and supported by a bond or bond waiver;
- (c) to be made up by a Local Authority who will reclaim the cost from the frontagers; or
- (d) to be adopted by a Local Authority without reclaiming the cost from the frontagers?

If a road, footpath or footway is not a highway, there may be no right to use it. The Company cannot express an opinion without seeing the title plan of the property and requesting the Local Authority to carry out an inspection, whether or not any existing or proposed highway directly abuts the boundary of the property.

SEE PAGE 2

SEE PAGE 2

NONE SINCE 01/04/1974

NONE SINCE 01/04/1974

NONE SINCE 01/04/1974

NONE SINCE 01/07/2001

NONE SINCE 01/07/2001

NONE SINCE 01/07/2001

BY CONTACTING YOUR LOCAL PSG OFFICE

INFORMATIVE:

The owner or occupier of the property should be asked to produce any such certificate.

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

CONSERVATION AREA
AREA OF OUTSTANDING BEAUTY
SCHEDULED MONUMENT

CHURCH HILL - YES
CRAYKE LANE - YES

NONE

NONE

NONE

3.OTHER MATTERS

From records inspected, do any of the following matters apply to the property?

3.1 Land required for Public Purposes

Is the property included in land required for public purposes?

NO

3.2 Land to be acquired for Road Works

Is the property included in land to be acquired for roadworks?

NO

3.3 Drainage Agreements and Consents

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

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

NO

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

NO

Enquiries about drainage should also be made of the local sewerage undertaker. For further information please refer to CON29DW report.

3.4 Nearby Road Schemes

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

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

NO

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

NO

(c) the outer limits of construction works of 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

(d) the outer limits of: (i) construction for a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini-roundabout) or widening by the construction of one or more additional traffic lanes;

NO

(e) the centre line of the proposed route of a new road under proposals published for public consultation; or

NO

(f) the outer limits of: (i) construction for a proposed alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini-roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

NO

Note: A mini-roundabout 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

3.5 Nearby Railway Schemes

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

NONE

3.6 Traffic Schemes

Has a Local Authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property:

- (a) permanent stopping up or diversion;
- (b) waiting or loading restrictions;
- (c) one way driving;
- (d) prohibition of driving;
- (e) pedestrianisation
- (f) vehicle width or weight restriction;
- (g) traffic calming works including road humps;
- (h) residents' parking controls;
- (i) minor road widening or improvement;
- (j) pedestrian crossings;
- (k) cycle tracks; or
- (l) bridge building?

NO
NO
NO
NO
NO
NO
NO
NO
NO
NO
NO
NO

In some circumstances, road closure orders can be obtained by third parties from magistrates courts or can be made by the Secretary of State for Transport, without involving the Local Authority within which the property is located.

3.7 Outstanding Notices

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

- (a) building works;
- (b) environment;
- (c) health and safety;
- (d) housing;
- (e) highways; or
- (f) public health?

NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED

3.8 Contravention of Building Regulations

Has a Local Authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

NONE REGISTERED

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:

- (a) an enforcement notice;
- (b) a stop notice;
- (c) a listed building enforcement notice;
- (d) a breach of condition notice
- (e) a planning contravention notice
- (f) another notice relating to breach of planning control;

NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED
NONE REGISTERED

(g) a listed building repairs notice;	NONE REGISTERED
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	NONE REGISTERED
(i) a building preservation notice;	NONE REGISTERED
(j) a direction restricting permitted development;	NONE REGISTERED
(k) an order revoking or modifying a planning permission;	NONE REGISTERED
(l) an order requiring discontinuance of use or alteration or removal of buildings or works;	NONE REGISTERED
(m) a tree preservation order; or	NONE REGISTERED
(n) proceedings to enforce a planning agreement or planning contribution?	NOT APPLICABLE

3.10 Conservation Area

Do any of the following apply in relation to the property:

(a) the making of the area a conservation area before 31st August 1974; or	3.10 (a) - (b) SEE PAGE 2
(b) an unimplemented resolution to designate the area a conservation area?	

3.11 Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	NONE REGISTERED
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3.12 Contaminated Land

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

(a) a contaminated land notice:	NONE REGISTERED
(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990:	
(i) a decision to make an entry;	NONE REGISTERED
(ii) or an entry: or	NONE REGISTERED
(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?	NONE REGISTERED
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 council in whose area adjacent or adjoining land is situated.	

3.13 Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by the Health Protection Agency?	YES The property is located within an area where 1-3% of households are above the action levels.
--	---

INFORMATIVE:

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

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property. Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common

questions and answers is available on the Health Protection Agency (HPA) website (www.hpa.org.uk/radiation/radon/index.htm). Alternatively information can be requested from HPA by telephone (0800 614529 (24h) or 01235 822622 (D/T)) or by writing to Radon Studies, Health Protection Agency, Radiation Protection Division, Chilton, Didcot, Oxon, OX11 0RQ

Where the results are at or above the Action level the present owner or (for a new property) the builder should be asked what protective measures were incorporated in the construction of the property or what remedial measures have been installed.

Additionally, queries relating to the effectiveness of the measures and any subsequent re-testing should be raised. A guide containing further information about Radon Affected Areas is available free from DEFRA

PSG and its employees have a business or personal relationship with the following involved in the sale of the property
Vendor - KEVIN PAUL HOLLINRAKE & NICOLA SARA HOLLINRAKE
Estate Agent - KNIGHT FRANK ESTATE AGENTS
HIP Provider - THE PROPERTY SEARCH GROUP - YORK
Solicitor - COWLING SWIFT & KITCHIN / CLAIRE SPENCE

SEARCH CODE:

Important Protection

The Search Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, and as such they can rely on property search reports compiled by PSG on all residential properties within England and Wales. It sets out minimum standards which organisations compiling and/or selling search reports have to meet. This information is designed to introduce the Search Code to you.

By giving you this information, PSG is confirming that they operate to the principles of the Search Code. This provides important protection for you.

The Code's main commitments

The Search Code's key commitments say the search organisation will:

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

How do PSG handle complaints

We have a formal written complaints procedure for handling complaints speedily and fairly, if you wish to make a complaint, it will be handled as follows:

- The complaint will be acknowledged within 5 working days of its receipt. Please address your complaint as described on page 1 of this report or alternatively email serviceimprovement@propertysearchgroup.co.uk.
- A complaint will normally be dealt with fully within 4 weeks of the date of receipt. If there are valid reasons for the consideration taking longer, you will be kept fully informed in writing or via telephone or email as you prefer and receive a response at the very latest within 8 weeks.
- At your request, we will liaise with counselling organisations acting on your behalf.
- A final decision will be in writing.
- If you are not satisfied with the final outcome, you may refer the complaint to the Independent Property Codes Adjudication Scheme and we will give you contact details. We will co-operate fully with the independent adjudicator during the consideration of a complaint and comply with any decision.

Keeping to the Search Code

How search organisations keep to the Search Code is monitored independently by the Property Codes Compliance Board. And, complaints under the Code may be referred to the Independent Property Codes Adjudication Scheme. This gives you an extra level of protection as the service can award compensation of up to £5000 to you if you suffer as a result of your search organisation failing to keep to the Code.

IMPORTANT INFORMATION

Contact Details

Should any question arise from the search report, please contact your local PSG office, as detailed at the front of this report or visit us at www.thehipalliance.com.

Alternatively for further details and information regarding the Property Codes Compliance Board visit their website at: www.propertycodes.org.uk or telephone: 020 7917 1817 or Email: info@propertycodes.org.uk

SEARCH REPORT INSURANCE POLICY FIRST TITLE PLC

1. This summary

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

2. The Insurer

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

3. Type of insurance

The insurance given under the Search Report Insurance Policy protects against actual loss suffered because of any adverse circumstances which existed in the records of an Appropriate body and affected the land at the Policy Date but was not fully disclosed in a personal search report. See coverage statement in paragraph 2 of the policy.

4. What does the policy not cover?

Among others, the insurance given under the Search Report Insurance Policy does not cover:

- . environmental contaminants or hazardous waste on or under the Land
 - . loss or damage arising by reason of enforcement of environmental protection legislation
 - . the existence of radon gas on or under the Land. All of these exclusions are detailed in paragraph 3 of the Search Report Insurance Policy.
- Please read this part of the report carefully

5. Limitations of the Policy

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

6. Cancellation Terms

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

7. Term of the Policy

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

8. Claims

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

9. Queries

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

10. Complaints

If you wish to complain about any aspect of the service you have received regarding the insurance policy, please contact First Title Insurance at Title House, 33-39 Elmfield Road, Bromley, Kent BR1 1LT. Please quote policy reference SRIP/05/07. If your complaint is not dealt with to your satisfaction you may complain to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Telephone 0845 080 1800. There are some instances where the Financial Ombudsman Service cannot consider your complaint. Making a complaint will not prejudice your right to take legal proceedings.

11. Compensation

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

12. Price

The policy is provided at no cost to the Insured by Property Search Group as part of its service. SRIP/05/07

The Property Search Group - Terms and Conditions

The Property Search Group as part of its core business activities supplies Property Information Services for its clients on the Conditions set out below. These conditions cannot be varied unless agreed in writing by a director of PSG Franchising Ltd.

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our charges for providing the services, which will be notified to you at the point of order.

"Confirmation of order" means either when we confirm acceptance of your "Order" whether by telephone, facsimile or electronic means or when we supply you with the "Report" whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the "Services", which you place by completing an "Order Form" and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" means our "Order Form" which may be updated from time to time or an approved alternative.

"Property" means the property address of location for which you require a report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from PSG Franchising Ltd or a "Third Party Report".

"Third Party Report" means any "Report" that we procure from a third party on your behalf.

"Services" mean our compilation and/or delivery of reports/documents to you.

"Us/ we/our" mean PSG Franchising Ltd or one of our franchise offices, together The Property Search Group or PSG.

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide them with a report either on their own behalf or as an agent of the Client.

1.2 Headings used in these conditions are for the convenience only and shall not affect their interpretation.

1.3 If there is a conflict between an order and the Conditions, the Order will prevail.

2. The Services

2.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

2.2 Each Order if accepted by us will constitute a separate and severable contract.

2.3 We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

2.4 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the timescale that we have estimated.

However, time of delivery of Reports is not of the essence.

2.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3 Charges

3.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

3.2 The Customer shall be liable for payment of Services, whether their Client has paid monies or not. All invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge outstanding sums at 1.75% monthly and to recover costs associated with the same.

4. Your Obligations

4.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

4.2 You agree that any Report that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us.

4.3 You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.

4.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of the Reports will prevail.

5. Cancellation

5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

6 Intellectual Property Rights

6.1 Any and all Intellectual Property Rights in the Property Search Group Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions.

7 Limitation of Liability

7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will we be liable for any information contained within a Report, which is based on information that we have obtained from a third party. We cannot warrant that the data supplied by any third party, including mapping, is accurate

Access to certain information is not freely available when conducting the Personal Search. We supply unique individual indemnity insurance (at no additional cost) covering these questions up to the value of the property subject of the search. Please note that commercial properties are limited to a maximum £500,000 per claim. Such cover is provided under First Title policies 60-011-000000, 60-013-000000 and 60-14-000000. Copies of these policies are available on request from your local office

7.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

7.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

7.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring

7.5 We will use all reasonable care and skill when compiling our search reports; in addition the "responsible person" is able to copy this report as required under their duties as the "responsible person" defined within The Home Information Pack (no.2) Regulations 2007 SI No. 1667. Accordingly, in respect of personal local authority searches, we will be liable for direct loss or damage (excluding indirect or consequential loss) suffered as a result of our errors or omissions in recording or interpreting the local authority records not exceeding £10,000,000 arising out of any single

or multiple series of related claims or events. The relevant Local Authority will be liable for any negligent, incorrect or omitted entry in their records. 7.6 In the event that the Search Report is used as part of a Home Information Pack, We acknowledge their further responsibility pursuant to Schedule 6, Part 1 of the HIPs Regulations that affords rights to certain third parties including the seller of the property to which the search pertains, a potential or actual buyer of the property in question or a mortgage lender in respect of the particular property referred to in the search to enforce the rights afforded, pursuant to Schedule 6, Part 1, paragraph 5 of the HIPs Regulations, whether such party purchased this Search Report as part of a HIP directly from us. Also, as a responsible provider of Search Reports for inclusion in HIPs, we have made provision to ensure that it is adequately insured in accordance with the requirements of the HIPs Regulations and has insurance to cover our liability pursuant to our responsibility to third parties, as set out above, including adequate insurance against our liability for financial loss suffered by various third parties including the seller, potential or actual buyers and/or the mortgage lender in respect of the particular property to which the search pertains. We confirm that we also maintain insurance run-off cover which is incorporated in the professional indemnity insurance cover we have procured to ensure that insurance cover will remain in effect in the event that we cease trading.

8. Force Majeure

8.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly.

9. Assignment

9.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

9.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

10. General

10.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

10.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

10.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

10.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

10.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

10.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.

10.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

CON29DW

Drainage and Water Enquiry

**Responses as required by the
Home Information Pack (No2) Regulations 2007.**

**Customer:
PSG - York**

**Property:
Crayke Castle & Reservoir, Church Hill, Crayke, York, North
Yorkshire, YO61 4TA**

**Prepared by:
Yorkshire Water Services Ltd. t/a Safe-Move
P.O.Box 99
Bradford
West Yorkshire
BD3 7YB**

Telephone 0800 1 385 385

Facsimile 01274 804086

E-mail safemove@yorkshirewater.com

DX 723020 Bradford 20

General Provisions

In response to the enquiry for drainage and water information, this search report was prepared following examination of Yorkshire Water Services Limited's records held at Western House, Halifax Road, Bradford BD6 2LZ and other summary records derived from the original. Yorkshire Water Services Limited is responsible for the accuracy of the information contained within the search report.

Yorkshire Water Services Limited trading as Safe-Move has carried out enquiries in to the property whose address is detailed on the front page of this report in accordance with its Terms and Conditions of sale which are set out in Appendix 2.

Question 1 - Interpretation of Drainage and Water Enquiry

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

Question 2 - Enquiries and Responses

This search report was completed by Yorkshire Water Services Limited trading as Safe-Move and complies with the requirements of the Regulations in relation to Drainage and Water Enquiries.

In the event of any queries about this report, enquires should be directed to Safe-Move whose contact details can be found below.

Safe-Move has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal complaints procedure including our address for all correspondence is set out below:

Safe-Move Complaints Procedure.

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

Our contact details are:

Safe-Move
PO Box 99
Bradford
BD3 7YB

free phone 0800 1 385 385
e mail: safe-move@yorkshirewater.com

If you call us, we'll try to answer your enquiry or complaint immediately. If we can't we'll arrange to ring you back within an agreed timescale.

If you are not satisfied with the initial response, you should set out the basis of your complaint in writing by email, fax or letter. If you write to us we will look into the problem and reply within 5 working days of receipt.

If we fail to give you a written response within 5 working days Safe-Move will pay you £10.00 regardless of the outcome of your complaint.

On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.

If we consider your complaint to be justified, or we have made an error in your search result, we will automatically refund your search fee. We will also provide you with a revised search and undertake the necessary action to put things right. You will be kept informed of any action required.

If your search takes us longer than 10 working days to complete and we have not communicated the reasons for the delay we will automatically refund your search fee.

If you are still not satisfied with the outcome of your complaint, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate. We'll let you know the outcome of your review, in writing, within 10 working days. At any time, if you ask us to, we will liaise with counselling organisations acting on your behalf.

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



Yorkshire Water Services Ltd T/A Safe-Move is registered with the Property Codes Compliance Board as a subscriber to the Search Code.

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

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

The Code's main commitments

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

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

Keeping to the Search Code

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

Contact Details

The Property Codes Compliance Board - please contact:

Telephone: 020 7917 1817

Email: info@propertycodes.org.uk

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

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

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

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

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

Question 4 - Does foul water from the property drain to a public sewer?

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

1. Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
2. 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.
3. 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.
4. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and /or sewers connecting the property to the public sewerage system.

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

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

1. Sewerage Undertakers are not responsible for private drains and sewers that connect the property to the public sewerage system, and do not hold details of these.
2. 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.
3. In some cases, Sewerage Undertakers' records do not distinguish between foul and surface water connections to the public sewerage system. If on inspection the buyer finds that the property is not connected for surface water drainage the property may be eligible for a rebate of the surface water charge. Details can be obtained from the Sewerage Undertaker.
4. If surface water does not drain to the public sewerage system the property may have private facilities in the form of a soakaway or private connection to a watercourse.
5. An extract from the public sewer map is enclosed. This will show known public sewers in the vicinity of the property and it should be possible to estimate the likely length and route of any private drains and /or sewers connecting the property to the public sewerage system.

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

Records confirm that sewers serving the development, of which the property forms part, are

not the subject of an existing adoption agreement or an application for such an agreement.

1. 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.
2. Final adoption is subject to the developer complying with the terms of the adoption agreement under Section 104 of the Water Industry Act 1991.
3. 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.

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

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

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

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

The public sewer map indicates that there are no public sewers within 30.48 metres (100 feet) of a building within the property. However, it has not always been a requirement for such public sewers to be recorded on the public sewer map. It is therefore possible for unidentified sewers or public sewers to exist within the boundaries of the property.

1. 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.
2. Sewers indicated on the extract of the public sewer map as being subject to an agreement under Section 104 of the Water Industry Act 1991 are not an 'as constructed' record. It is recommended that these details are checked with the developer.
3. The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

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

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

1. Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.
2. Prior to 1997 Yorkshire Water had sewerage arrangements with the Local Authorities as a result of which there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H 4 of The Building Regulations 2000

but Yorkshire Water only acts as a consultee and final approval remains with the Building Inspectorate .

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

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

1. The "water mains" in this context are those which are vested in and maintainable by the Water Undertaker under statute.
2. Assets other than vested water mains may be shown on the plan , for information only.
3. Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these .These may pass through land outside of the control of the seller , or may be shared with adjacent properties .The buyer may wish to investigate whether separate rights or easements are needed for their inspection , repair or renewal.
4. If an extract of the public water main record is enclosed , this will show known public water mains in the vicinity of the property .It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network .

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

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

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

Question 12 - Who are the sewerage and water undertakers for the area?

Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the sewerage undertaker for the area and Yorkshire Water Services Limited, Western House, Halifax Road, Bradford BD6 2SZ is the water undertaker for the area.

Question 13 - Is the property connected to mains water supply?

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

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

The map of waterworks indicates that there are water mains, resource mains or discharge pipes within the boundaries of the property.

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

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

The charges are based on actual volumes of water measured through a water meter.

1. Water and Sewerage Companies full charges are set out in their charges schemes which are available from

the Company free of charge upon request.

2. The Company may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
 - watering the garden, other than by hand
 - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
 - a bath with capacity greater than 230 litres
 - a reverse osmosis unit
3. The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a water or sewerage company. Details are available from the Office of Water Services (OFWAT)
Web Site: www.ofwat.gov.uk

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

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

1. Water and Sewerage Undertakers full charges are set out in their charges schemes which are available from the Company free of charge upon request.
2. The Water Undertaker may install a meter where a buyer makes a change of use of the property or where the buyer uses water for:
 - watering the garden, other than by hand
 - automatically replenishing a pond or swimming pool with a capacity greater than 10,000 litres
 - a bath with capacity greater than 230 litres
 - a reverse osmosis unit
3. It should be noted that a change in the charging basis is not expected if there is no change in use of the property. In the event of any doubt please contact the company responsible for billing the property as detailed in questions 19 and 20.

Question 17 - Is a surface water drainage charge payable?

Records confirm that a surface water drainage charge is payable for the property at £37.34 for each financial year

1. Where surface water from a property does not drain to the public sewerage system no surface water drainage charges are payable.
2. Where surface water charges are payable but on inspection the property owner believes that surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.
3. It should be noted that surface water drainage charges increase annually with effect from the 1st April.

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

Records indicate that the property is served by a water meter which is located not within the dwelling house which is or forms part of the property, and in particular is located in the drive.

Question 19 - Who bills the property for sewerage services?

The property is billed for sewerage services by:
Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD
0845 1 24 24 24
www.yorkshirewater.com

Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

Question 20 - Who bills the property for water services?

The property is billed for water services by:
 Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD
 0845 1 24 24 24
www.yorkshirewater.com.

Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

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

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

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

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

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

1. It should be noted that low water pressure can occur from private water mains, private supply pipes (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private water mains, supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter.
2. "Low water pressure" means water pressure below the regulatory reference level which is the minimum pressure when demand on the system is not abnormal.
3. Water Undertakers are required to include in the Regulatory Register that is reported annually to the Director General of Water Services properties receiving pressure below the reference level, provided that allowable exclusions do not apply (i.e. events which can cause pressure to temporarily fall below the reference level).
4. The reference level of service is a flow of 9 litres/minute at a pressure of 10metres head on the customer's side of the main stop tap (mst). The reference level of service must be applied on the customer's side of a meter or any other company fittings that are on the customer's side of the main stop tap. The reference level applies to a single property. Where more than one property is served by a common service pipe, the flow assumed in the reference level must be appropriately increased to take account of the total number of properties served. For two properties, a flow of 18 litres/minute at a pressure of 10metres head on the customers' side of the mst is appropriate. For three or more properties the appropriate flow should be calculated from the standard loadings provided in BS 6700 or Institute of Plumbing handbook.
5. Allowable exclusions
 The Company is required to include in the Regulatory Register properties receiving pressure below the reference level, provided that allowable exclusions listed below do not apply
6. Abnormal demand: This exclusion is intended to cover abnormal peaks in demand and not the daily, weekly or monthly peaks in demand which are normally expected. Companies should exclude from the reported DG2 figures properties which are affected by low pressure only on those days with the highest

peak demands. During the report year companies may exclude, for each property, up to five days of low pressure caused by peak demand.

7. Planned maintenance: Companies should not report under DG2 low pressures caused by planned maintenance. It is not intended that companies identify the number of properties affected in each instance. However, companies must maintain sufficiently accurate records to verify that low pressure incidents that are excluded from DG2 because of planned maintenance are actually caused by maintenance.
8. One-off incidents: This exclusion covers a number of causes of low pressure; mains bursts; Failures of company equipment (such as PRVs or booster pumps); Firefighting; and Action by a third party. However, if problems of this type affect a property frequently, they cannot be classed as one-off events and further investigation will be required before they can be excluded.
9. Low pressure incidents of short duration: Properties affected by low pressures which only occur for a short period, and for which there is evidence that incidents of a longer duration would not occur during the course of the year, may be excluded from the reported DG2 figures.

Question 23 - Please include details of a water quality analysis made by the water undertaker for the water supply zone in respect of the most recent calendar year.

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

1. Water Undertakers have a duty to provide wholesome water that meets the standards of the Water Supply (Water Quality) Regulations 2000.
2. In England and Wales these Regulations implement the requirements of the European Drinking Directive 98/83/EC. The 2000 Regulations impose standards for a range of parameters, which are either health based to ensure the water is safe to drink or to ensure the water is aesthetically acceptable. They also require that drinking water should not contain any element, organism or substance (whether or not a parameter) at a concentration or value which would be detrimental to public health.
3. Water quality is normally tested at the tap used for domestic consumption normally in the kitchen. However, the householder is responsible for any deterioration in water quality that is a result of the domestic distribution system (the supply pipe and the plumbing within the property) that results in the standards not being met.
4. If there are concerns that lead pipes within the property may be causing high levels of lead in your drinking water please contact your Water Undertaker for further advice.
5. The Water Undertaker undertakes a monitoring programme to establish water quality that includes random sampling from domestic properties. It will notify the consumers of any failures to meet the water quality standards that are due to the condition or maintenance of the domestic distribution system.
6. The data collected by the Water Undertaker is subject to external review by the drinking water inspectorate (DWI) and by local and health authorities. In addition to reviewing quality data the DWI also carry out audits during which any area of the company's operational can be examined. Further information may be found at www.dwi.gov.uk

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

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

Authorised departures are not permitted if the extent of the departure from the standard is likely to constitute a potential danger to human health.

Please contact the water company detailed in Q 12 if you require further information.

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

The nearest sewage treatment works and its' distance from the property is as shown in the public sewer map supplied.

1. The nearest sewage treatment works will not always be the sewage treatment works serving the catchment within which the property is situated.
2. The Sewerage undertakers records were inspected to determine the nearest sewage treatment works.

It should be noted therefore that there may be a private sewage treatment works closer than the one detailed that has not been identified.

Appendix 1

General Interpretation

1. (1) In this Schedule—

“the 1991 Act” means the Water Industry Act 1991(a);

“the 2000 Regulations” means the Water Supply (Water Quality) Regulations 2000(b);

“the 2001 Regulations” means the Water Supply (Water Quality) Regulations 2001(c);

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

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

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

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

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

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

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

(b) is not a public sewer;

“drain” means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or

yards appurtenant to buildings within the same curtilage ;

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

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

“lateral drain” means—

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

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

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

“maintenance period” means the period so specified in an adoption agreement as a period of time—

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

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

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

“private sewer” means a pipe or pipes which drain foul or surface water , or both, from premises, and are not vested in a sewerage undertaker;

“public sewer” means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such , whether vested in that undertaker—

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

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

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

(d) otherwise;

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

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

(a) conveying water from one source of supply to another , from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply ; or

(b) giving or taking a supply of water in bulk;

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

“Sewerage Undertaker” means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated ;

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

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

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

“water supplier” means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

“water supply zone” means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

“Water Undertaker” means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

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

(a) 1991 c. 56.

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

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

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

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

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

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

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

(i) 1989 c. 15.

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

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

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

APPENDIX 2 - DRAINAGE & WATER ENQUIRY (DOMESTIC) TERMS AND CONDITIONS

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

Definitions

‘The Company’ means the water service company or their data service provider producing the Report

‘Order’ means any request completed by the Customer requesting the Report

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

‘Property’ means the address or location supplied by the Customer in the Order

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

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

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

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

Agreement

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

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

The Report

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

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

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

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

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

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

Liability

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

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

way for the accuracy of that information and will supply that information as agent for the company from which the information was obtained

- 3.3 The Report is produced only for use in relation to individual domestic property transactions which require the provision of drainage and water information pursuant to the provisions of the Regulations and cannot be used for commercial development of domestic properties or commercial properties for intended occupation by third parties
- 3.4 The Company shall accept liability for death or personal injury arising from its negligence but in any other case the Company's liability for negligence shall be in accordance with the permitted limit for liability identified in Schedule 6 paragraph 8 of the Regulations. In accordance with Schedule 6 paragraph 7 of the Regulations such liability will be met by The Company or its insurers and The Company has and will maintain an appropriate contract of insurance

Copyright and Confidentiality

- 4.1 The Customer the Client and the Purchaser acknowledge that the Report is confidential and is intended for the personal use of the Client and the Purchaser. The copyright and any other intellectual property rights in the Report shall remain the property of The Company. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided.
- 4.2 The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report if they have an appropriate licence from the originating source of that mapping or data.
- 4.3 The Customer the Client and the Purchaser agree (in respect of both the original and any copies made) to respect and not to alter any trademark, copyright notice or other property marking which appears on the Report.
- 4.4 The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 4.5 The Customer the Client and the Purchaser agree on a joint and several basis to indemnify The Company against any losses costs, claims and damage suffered by The Company as a result of any breach by any of them of the terms of paragraphs 4.1 to 4.4 inclusive.













Payment

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







General

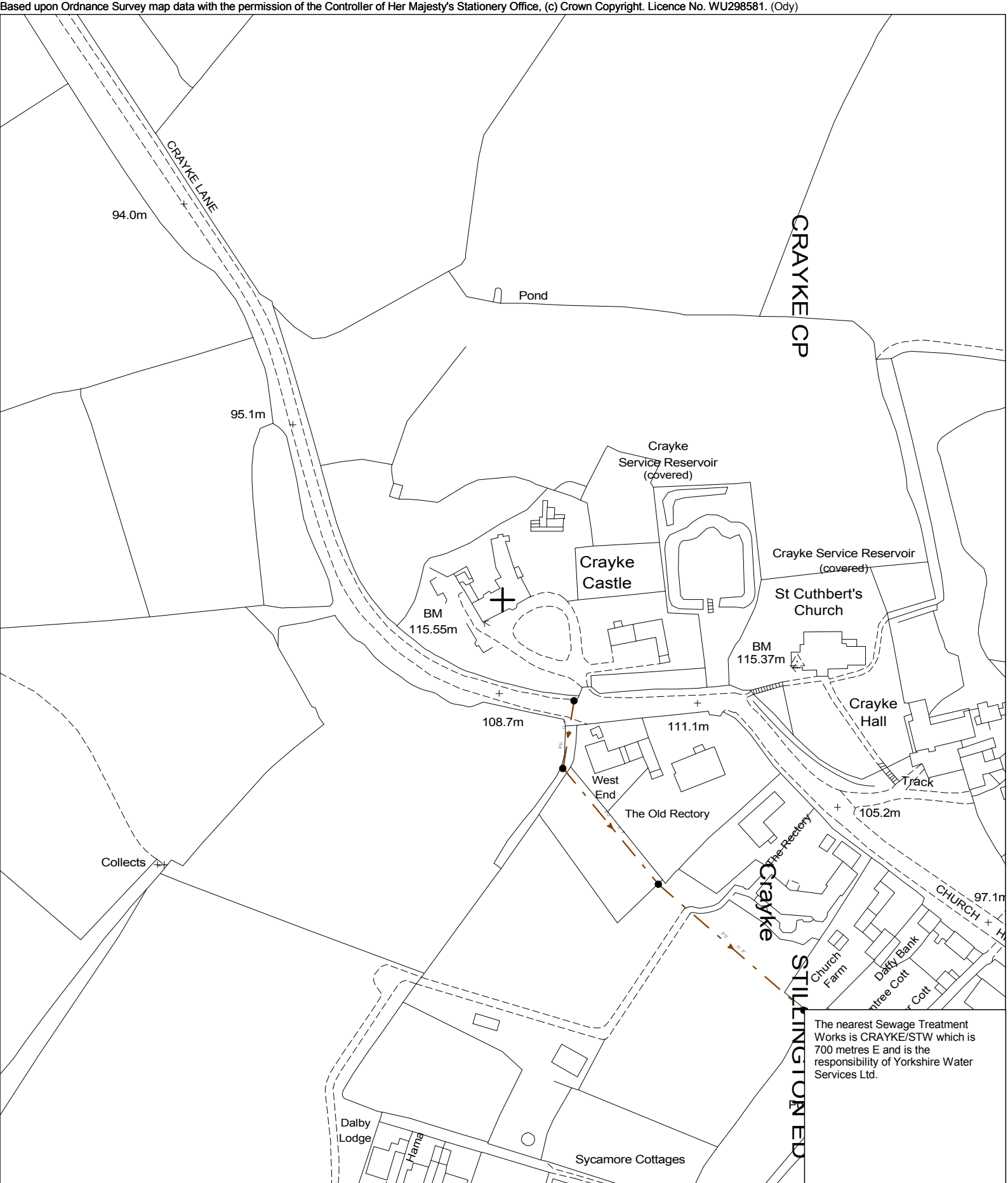
- 6.1 If any provision of these terms is or becomes invalid or unenforceable it will be taken to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 6.2 These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 6.3 Nothing in these terms and conditions shall in any way restrict the Customer's, the Clients or the Purchasers statutory or any other rights of access to the information contained in the Report.
- 6.4 The Report is supplied subject to these terms and conditions which include the terms required by Schedule 6 paragraphs 5, 6 and 7 of the Regulations.
- 6.5 These terms and conditions may be enforced by the Customer, the Client and the Purchaser.

Sewer Legend

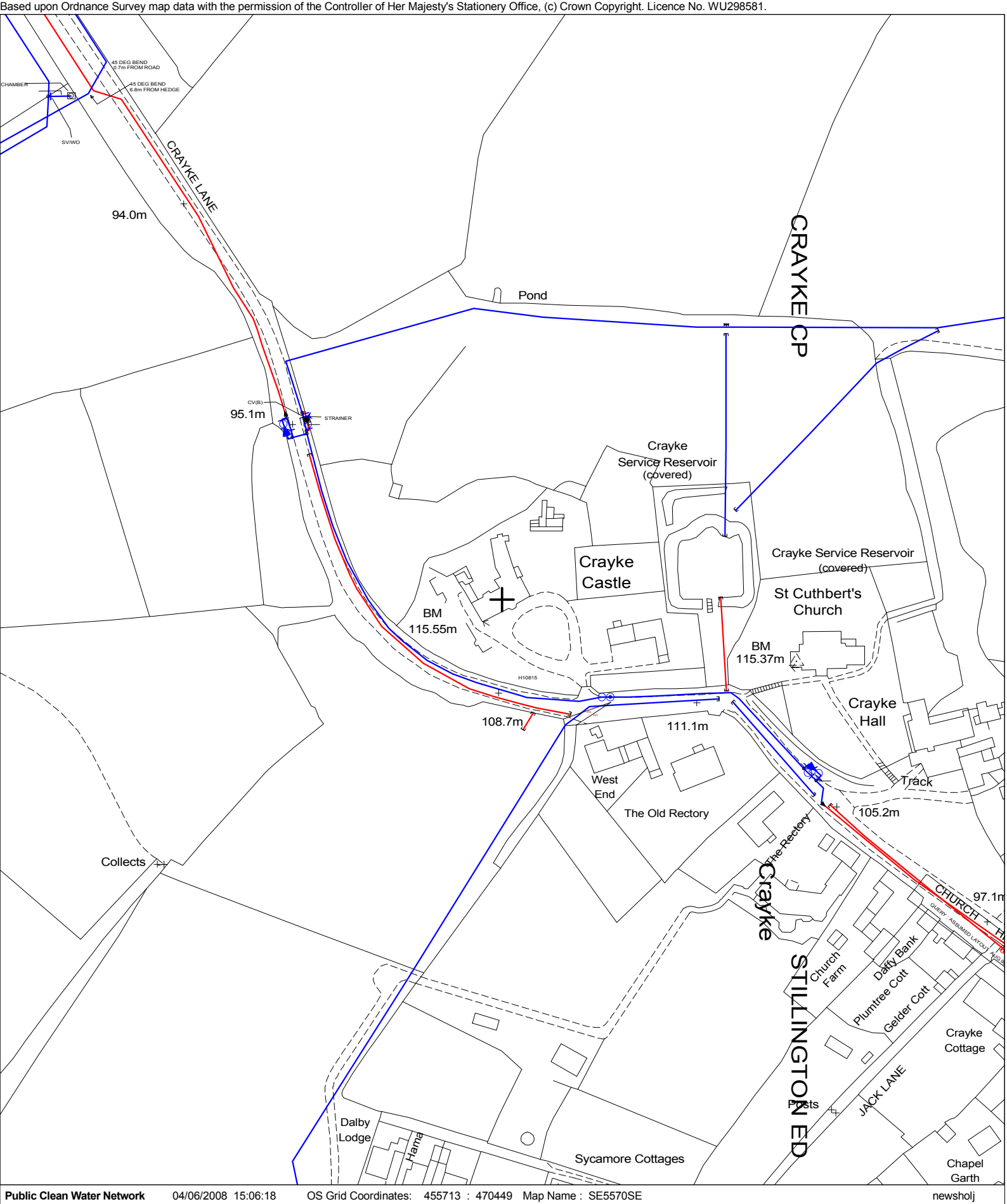
	Combined Sewer		S24 Combined Sewer
	Surface Water Sewer		S24 Surface Water Sewer
	Foul Sewer		S24 Foul Sewer
	Section 104 Sewer		Public Rising Main
	Pumping Station		Abandoned Sewer
	Public Sewage Treatment Works		Syphon Sewer & Vacuum Sewer
		+	Property Identifier

Water Legend

	Water Main 4" and below
	Water Main 4" and above
	Raw Water Main
	Private Water Main
	Fire Hydrant
	Pumping Station



Public Waste Water Network 04/06/2008 15:06:08 OS Grid Coordinates: 455713 : 470449 Map Name : SE5570SE newsholj



Public Clean Water Network

04/06/2008 15:06:18

OS Grid Coordinates: 455713 : 470449 Map Name : SE5570SE

newsholj



6

Authorised Documents

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This Home Information Pack was compiled by:



THE NATION'S LOCAL HIP AUTHORITY

In the event of any queries please contact:

Fiona Riley
PSG York/North Yorkshire

Tel: 01904 632622 Fax: 01904 632393
Or email: fionariley@propertysearchgroup.co.uk

Important Information

The Home Information Pack (HIP) Code provides protection for homebuyers, sellers, conveyancers and mortgage lenders, who rely on information included within a Home Information Pack provided on residential property within England and Wales. It sets out minimum standards which organisations providing HIPs have to meet. This information is designed to introduce the HIP Code to you.

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

The Code's main commitments

The HIP Code's key commitments say that HIP Provider will:

- Provide HIPs promptly and include the most up-to-date available information when compiled.
- Handle complaints speedily and fairly.
- Respond promptly to queries raised on a HIP, to ensure improved understanding.
- At all times maintain adequate and appropriate insurance cover to protect you.
- Act with integrity and ensure that all HIP services comply with relevant laws, regulations and industry standards.

Keeping to the HIP Code

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

Contact Details

For further information on The Property Codes Compliance Board or to get a copy of the full HIP code contact:

Property Codes Compliance Board
212 Piccadilly
London
W1J 9HG

Tel: 020 7917 1817
Email: info@propertycodes.org.uk

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



HIPcode

PSG is registered with the Property Codes Compliance Board as a subscriber to the Search and HIP Codes.



THE NATION'S LOCAL HIP AUTHORITY

www.TheHIPAlliance.com

The Property Search Group - Terms and Conditions

The Property Search Group as part of its core business activities supplies Property Information Services for its clients on the Conditions set out below. These conditions cannot be varied unless agreed in writing by a director of PSG Franchising Ltd and or franchisees operating under its license.

1. Definitions and Interpretation

1.1 In these Conditions the following words shall have the meanings set opposite them:

"Charges" means our charges for providing the services, which will be notified to you at the point of order.

"Confirmation of order" means either when we confirm acceptance of your "Order" whether by telephone, facsimile or electronic means or when we supply you with the "Report" whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the "Services", which you place by completing an "Order Form" and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" means our "Order Form" which may be updated from time to time or an approved alternative.

"Property" means the property address of location for which you require a report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the "Order Form" whether originated from PSG Franchising Ltd or a "Third Party Report".

"Third Party Report" means any "Report" that we procure from a third party on your behalf

"Services" mean our delivery of reports/documents to you.

"Us/ we/our" mean The Property Search Group Ltd or one of our franchise offices.

"Working Day" means Mondays to Fridays except bank and public holidays.

"You/your" means the person, firm or company who instructs us to provide them with a report either on their own behalf or as an agent of the Client

1.2 Headings used in these conditions are for the convenience only and shall not affect their interpretation.

1.3 If there is a conflict between an order and the Conditions, the Order will prevail.

2. The Services

2.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.

2.2 Each Order if accepted by us will constitute a separate and severable contract.

2.3 We will use reasonable endeavours to ensure that the information contained within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the report, which becomes publicly available after the date of publication.

2.4 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all

reasonable endeavours to deliver the Reports within the timescale that we have estimated. However, time of delivery of Reports is not of the essence.

2.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.

3 Charges

3.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

3.2 The Customer shall be liable for payment of Services, whether their Client has paid monies or not. All invoices shall be paid within 30 days, except in specific cases where other Terms have been agreed in writing. We reserve the right to charge outstanding sums at 1.75% monthly and to recover costs associated with the same.

4. Your Obligations

4.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

4.2 You agree that any Report that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us.

4.3 You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.

4.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions of the Reports will prevail.

5. Cancellation

5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

6 Intellectual Property Rights

6.1 Any and all Intellectual Property Rights in the Property Search Group Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.

6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Reports in whole or part other than is expressly permitted by these Conditions

7 Limitation of Liability

7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will be liable for any information contained within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register).

7.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.

7.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).

7.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring

7.5 Subject to the foregoing, our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £10,000,000 per claim.

8. Force Majeure

8.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify

9. Assignment

9.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.

9.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

10. General

10.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.

10.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.

10.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.

10.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.

10.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.

10.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts

10.7 You and we agree that no third party will be afforded any rights under these Conditions to any parties data unless permission is granted by those parties involved.

I have read the terms and conditions detailed above, accept them and will abide by them at all times

Name : Signed : Date :

The Property Search Group - Terms and Conditions

The Property Search Group as part of its core business activities supplies Property Information Services for its clients on the Conditions set out below. These conditions cannot be varied unless agreed in writing by a director of PSG Franchising Ltd and or franchisees operating under its license.

1. Glossary of Terms

"Us/ we/our" mean PSG Franchising Ltd or one of our franchise offices.

"You/your" means the person, firm or company who instructs us to provide them with a report.

"Charges" means our charges for providing the services, which will be notified to you at the point of order.

"Confirmation of order" means either when we confirm acceptance of your **"Order"** whether by telephone, facsimile or electronic means or when we supply you with the **"Report"** whichever occurs first.

"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.

"Order" means your request for us to provide the **"Services"**, which you place by completing an **"Order Form"** and sending it to us by facsimile, post or by electronic means or orally confirming the details of the order by telephone.

"Order Form" means our **"Order Form"** which may be updated from time to time or an approved alternative.

"Property" means the property address of location for which you require a report.

"Report" means any report/document that you have asked us to deliver to you as detailed in the **"Order Form"** whether originated from PSG Franchising Ltd or a **"Third Party Report"**.

"Third Party Report" means any **"Report"** that we procure from a third party on your behalf.

"Services" mean our delivery of Reports/ to you.

"Working Day" means Mondays to Fridays except bank and public holidays.

"The Property" the property in respect of which a Home Information Pack is being provided

"HIP" a Home Information Pack compiled pursuant to the Housing Act 2004

"Estate Agent" the estate agency who are instructed by you to market the property for sale

"HIP Fee" the amount that you are charged for the supply of the Home Information Pack

"Deferred Payment Date" the earliest date on which any of the following events occurs:

- the sale of the Property is completed;
- you change the Estate Agent instructed to market the Property;
- the Property is removed from the market for a period of more than 28 consecutive days; or the expiry of 10 months from the date of this agreement

2. Your Privacy and Security

2.1 Your personal details are held on a secure database and these details are used solely for the production of your Home Information Pack. We do not pass confidential customer information to other organisations.

2.2 We fully understand that some of our customers may have reservations about putting credit card details on the internet. Please contact us by phone or fax if you wish to advise us of these details personally.

3. Your Obligations

3.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.

3.2 You agree that any Report that we may deliver to you is delivered on the understanding that it is only for your use and for the purpose that you have disclosed to us

4. Limit of Liability

4.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will be liable for any information contained within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register).

4.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you

4.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in delivery to you (even if caused by our negligence).

4.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring

4.5 Our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £10,000,000 per claim.

5. Pricing

5.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.

6. Cancellation

6.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.

7. Complaints & Refunds

7.1 If you have any problem using our service, or we make an error during production of your Home Information Pack, please contact us using the details provided on the order form.

7.2 Refunds are issued solely at our discretion. This does not affect your statutory rights as a customer.

8. Agreement with HIP Payment Services Limited (HPS)

8.1 If you have requested payment of the HIP to be deferred until the Deferred Payment Date, the terms and conditions detailed here will apply.

8.2 HPS will pay the HIP Fee to PSG Franchising Ltd on your behalf.

8.3 You agree to pay HPS the Transaction Fee on or before signing this agreement. The Transaction Fee must be paid using a Credit/Debit Card

8.4 You agree to pay the HIP Fee to HPS on the Deferred Payment Date. You authorise HPS to take the HIP Fee from the account of the bank or other financial institution whose details (including Credit/Debit card details) you have provided to HPS at any time on or after the Deferred Payment Date.

8.5 You agree to inform HPS immediately the Deferred Payment Date occurs by notification on Hippayment.com/update or by telephoning HPS at 0845 643 0202. You also agree that the Estate Agent may inform HPS on your behalf when the Deferred Payment Date occurs.

8.6 You agree to be liable to us for any financial loss we sustain and any reasonable costs we incur in the event that you fail to notify us immediately the Deferred Payment Date occurs, or Pay the HIP fee on the Deferred Payment Date.

8.7 You may not transfer your rights under this agreement without HPS's prior written consent. HPS may assign, transfer or otherwise dispose of HPS's rights under this agreement to any person without your consent.

I have read the terms and conditions detailed above, accept them and will abide by them at all times

Name : Signed : Date :