

CONTRACT

Incorporating the Standard Conditions of Sale (Fourth Edition)

Date :

Seller : CRAVEN DISTRICT COUNCIL The Council Offices, Granville Street, Skipton BD23 1PS

Buyer :

Property (freehold/leasehold) : The plot of land situate at the junction of Manor Close with Low Demesne Ingleton North Yorkshire and shown for identification purposes only edged Red on the plan attached

Title number/root of title : NYK312636 (Part)

Specified incumbrances : As set out in the Register under the above Title Number so far as the same relate to the Property

Title guarantee (full/limited) : Limited Title Guarantee

Completion date :

Contract rate : 4% above Barclays Bank PLC base rate at completion date or the date hereof whichever is the higher.

Purchase price :

Deposit :

Chattels price (if separate) :

Balance :

The seller will sell and the buyer will buy the property for the purchase price.

WARNING

This is a formal document,
designed to create legal
rights and legal obligations.
Take advice before using it.

Signed

Seller/Buyer

STANDARD CONDITIONS OF SALE (FOURTH EDITION)

(NATIONAL CONDITIONS OF SALE 24th EDITION, LAW SOCIETY'S CONDITIONS OF SALE 2003)

- 1. GENERAL**
- 1.1 Definitions**
- 1.1.1** In these conditions
- (a) "accrued interest" means
- (i) if money has been placed on deposit or in a building society share account, the interest actually earned
- (e) otherwise, the interest which might reasonably have been earned by depositing the money at interest on seven days' notice of withdrawal with a clearing bank less, in either case, any proper charges for handling the money
- (b) "chattels price" means any separate amount payable for chattels included in the contract
- (c) "clearing bank" means a bank which is a shareholder in CHAPS Clearing Co. Limited
- (d) "completion date" has the meaning given in condition 6.1.1
- (e) "contract rate" means the Law Society's Interest rate from time to time in force
- (f) "conveyancer" means a solicitor, barrister, duly certified notary public, licensed conveyancer or recognised body under sections 9 or 23 of the Administration of Justice Act 1985
- (g) "direct credit" means a direct transfer of cleared funds to an account nominated by the seller's conveyancer and maintained by a clearing bank
- (h) "lease" includes sub-lease, tenancy and agreement for a lease or sub-lease
- (i) "notice to complete" means a notice requiring completion of the contract in accordance with condition 6
- (j) "public requirement" means any notice, order or proposal given or made (whether before or after the date of the contract) by a body acting on statutory authority
- (k) "requisition" includes objection
- (l) "transfer" includes conveyance and assignment
- (m) "working day" means any day from Monday to Friday (Inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday
- 1.1.2** In these conditions the terms "absolute title" and "official copies" have the special meanings given to them by the Land Registration Act 2002.
- 1.1.3** A party is ready, able and willing to complete:
- (a) if he could be, but for the default of the other party, and
- (b) in the case of the seller, even though the property remains subject to a mortgage, if the amount to be paid on completion enables the property to be transferred freed of all mortgages (except any to which the sale is expressly subject).
- 1.1.4** These conditions apply except as varied or excluded by the contract.
- 1.2 Joint parties**
- If there is more than one seller or more than one buyer, the obligations which they undertake can be enforced against them all jointly or against each individually
- 1.3 Notices and documents**
- 1.3.1** A notice required or authorised by the contract must be in writing.
- 1.3.2** Giving a notice or delivering a document to a party's conveyancer has the same effect as giving or delivering it to that party
- 1.3.3** Where delivery of the original document is not essential, a notice or document is validly given or sent if it is sent:
- (a) by fax, or
- (b) by e-mail to an e-mail address for the intended recipient given in the contract.
- 1.3.4** Subject to conditions 1.3.5 to 1.3.7, a notice is given and a document is delivered when it is received
- 1.3.5** (a) A notice or document sent through a document exchange is received when it is available for collection
- (b) A notice or document which is received after 4.00pm on a working day, or on a day which is not a working day, is to be treated as having been received on the next working day
- (c) An automated response to a notice or document sent by e-mail that the intended recipient is out of the office is to be treated as proof that the notice or document was not received
- 1.3.6** Condition 1.3.7 applies unless there is proof:
- (a) that a notice or document has not been received, or
- (b) of when it was received
- 1.3.7** A notice or document sent by the following means is treated as having been received as follows:
- (a) by first-class post: before 4.00pm on the second working day after posting
- (b) by second-class post: before 4.00pm on the third working day after posting
- (c) through a document exchange: before 4.00pm on the first working day after the day on which it would normally be available for collection by the addressee
- (d) by fax: one hour after despatch
- (e) by e-mail: before 4.00pm on the first working day after despatch
- 1.4 VAT**
- 1.4.1** An obligation to pay money includes an obligation to pay any value added tax chargeable in respect of that payment
- 1.4.2** All sums made payable by the contract are exclusive of value added tax
- 1.5 Assignment**
- The buyer is not entitled to transfer the benefit of the contract
- 2. FORMATION**
- 2.1 Date**
- 2.1.1** If the parties intend to make a contract by exchanging duplicate copies by post or through a document exchange, the contract is made when the last copy is posted or deposited at the document exchange
- 2.1.2** If the parties' conveyancers agree to treat exchange as taking place before duplicate copies are actually exchanged, the contract is made as so agreed
- 2.2 Deposit**
- 2.2.1** The buyer is to pay or send a deposit of 10 per cent of the total of the purchase price and the chattels price no later than the date of the contract
- 2.2.2** If a cheque tendered in payment of all or part of the deposit is dishonoured when first presented, the seller may, within seven working days of being notified that the cheque has been dishonoured, give notice to the buyer that the contract is discharged by the buyer's breach.
- 2.2.3** Conditions 2.2.4 to 2.2.6 do not apply on a sale by auction.
- 2.2.4** The deposit is to be paid by direct credit or to the seller's conveyancer by a cheque drawn on a solicitor's or licensed conveyancer's client account.
- 2.2.5** If before completion the seller agrees to buy another property in England and Wales for his residence, he may use all or any part of the deposit as a deposit in that transaction to be held on terms to the same effect as this condition and condition 2.2.6.
- 2.2.6** Any deposit or part of a deposit not being used in accordance with condition 2.2.5 is to be held by the seller's conveyancer as stakeholder on terms that on completion it is paid to the seller with accrued interest.
- 2.3 Auctions**
- 2.3.1** On a sale by auction the following conditions apply to the property and, if it is sold in lots, to each lot
- 2.3.2** The sale is subject to a reserve price
- 2.3.3** The seller, or a person on his behalf, may bid up to the reserve price
- 2.3.4** The auctioneer may refuse any bid.
- 2.3.5** If there is a dispute about a bid, the auctioneer may resolve the dispute or restart the auction at the last undisputed bid
- 2.3.6** The deposit is to be paid to the auctioneer as agent for the seller
- 3. MATTERS AFFECTING THE PROPERTY**
- 3.1 Freedom from Incumbrances**
- 3.1.1** The seller is selling the property free from incumbrances, other than those mentioned in condition 3.1.2
- 3.1.2** The incumbrances subject to which the property is sold are
- (a) those specified in the contract
- (b) those discoverable by inspection of the property before the contract
- (c) those the seller does not and could not reasonably know about
- (d) entries made before the date of the contract in any public register except those maintained by the Land Registry or the Land Charges Department or by Companies House
- (e) public requirements.
- 3.1.3** After the contract is made, the seller is to give the buyer written details without delay of any new public requirement and of anything in writing which he learns about concerning a matter covered by condition 3.1.2.
- 3.1.4** The buyer is to bear the cost of complying with any outstanding public requirement and is to indemnify the seller against any liability resulting from a public requirement
- 3.2 Physical state**
- 3.2.1** The buyer accepts the property in the physical state it is in at the date of the contract unless the seller is building or converting it.
- 3.2.2** A leasehold property is sold subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the lease liable to forfeiture
- 3.2.3** A sub-lease is granted subject to any subsisting breach of a condition or tenant's obligation relating to the physical state of the property which renders the seller's own lease liable to forfeiture
- 3.3 Leases affecting the property**
- 3.3.1** The following provisions apply if any part of the property is sold subject to a lease.
- 3.3.2** (a) The seller having provided the buyer with full details of each lease or copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms
- (b) The seller is to inform the buyer without delay if the lease ends or if the seller learns of any application by the tenant in connection with the lease; the seller is then to act as the buyer reasonably directs, and the buyer is to indemnify him against all consequent loss and expense
- (c) Except with the buyer's consent, the seller is not to agree to any proposal to change the lease terms nor to take any step to end the lease.
- (d) The seller is to inform the buyer without delay of any change to the lease terms which may be proposed or agreed
- (e) The buyer is to indemnify the seller against all claims arising from the lease after actual completion; this includes claims which are unenforceable against a buyer for want of registration
- (f) The seller takes no responsibility for what rent is lawfully recoverable, nor for whether or how any legislation affects the lease
- (g) If the let land is not wholly within the property, the seller may apportion the rent.
- 3.4 Retained land**
- Where after the transfer the seller will be retaining land near the property:
- (a) the buyer will have no right of light or air over the retained land, but
- (b) in other respects the seller and the buyer will each have the rights over the land of the other which they would have had if they were two separate buyers to whom the seller had made simultaneous transfers of the property and the retained land
- The transfer is to contain appropriate express terms
- 4. TITLE AND TRANSFER**
- 4.1 Proof of title**
- 4.1.1** Without cost to the buyer, the seller is to provide the buyer with proof of the title to the property and of his ability to transfer it, or to procure its transfer
- 4.1.2** Where the property has a registered title the proof is to include official copies of the items referred to in rules 134(1)(a) and (b) and 135(1)(a) of the Land Registration Rules 2003, so far as they are not to be discharged or overridden at or before completion.
- 4.1.3** Where the property has an unregistered title, the proof is to include
- (a) an abstract of title or an epitome of title with photocopies of the documents, and
- (b) production of every document or an abstract, epitome or copy of it with an original marking by a conveyancer either against the original or an examined abstract or an examined copy
- 4.2 Requisitions**
- The buyer may not raise requisitions:
- 4.2.1** (a) on the title shown by the seller taking the steps described in condition 4.1.1 before the contract was made
- (b) in relation to the matters covered by condition 3.1.2.
- 4.2.2** Notwithstanding condition 4.2.1, the buyer may, within six working days of a matter coming to his attention after the contract was made, raise written requisitions on that matter. In that event, steps 3 and 4 in condition 4.3.1 apply
- 4.2.3** On the expiry of the relevant time limit under condition 4.2.2 or condition 4.3.1, the buyer loses his right to raise requisitions or to make observations.
- 4.3 Timetable**
- 4.3.1** Subject to condition 4.2 and to the extent that the seller did not take the steps described in condition 4.1.1 before the contract was made, the following are the steps for deducing and investigating the title to the property to be taken within the following time limits
- | Step | Time Limit |
|--|--|
| 1. The seller is to comply with condition 4.1.1 | Immediately after making the contract |
| 2. The buyer may raise written requisitions | Six working days after either the date of the contract or the date of delivery of the seller's proof of title on which the requisitions are raised, whichever is the later |
| 3. The seller is to reply in writing to any requisitions raised | Four working days after receiving the requisitions |
| 4. The buyer may make written observations on the seller's replies | Three working days after receiving the replies |
- The time limit on the buyer's right to raise requisitions applies even where the seller supplies incomplete evidence of his title, but the buyer may, within six working days from delivery of any further evidence, raise further requisitions resulting from that evidence.
- 4.3.2** The parties are to take the following steps to prepare and agree the transfer of the property within the following time limits.
- | Step | Time Limit |
|---|--|
| A. The buyer is to send the seller a draft transfer | At least twelve working days before completion date |
| B. The seller is to approve or revise that draft and either return it or retain it for use as the actual transfer | Four working days after delivery of the draft transfer |
| C. If the draft is returned the buyer is to send an engrossment to the seller | At least five working days before completion date |
- 4.3.3** Periods of time under conditions 4.3.1 and 4.3.2 may run concurrently
- 4.3.4** If the period between the date of the contract and completion date is less than 15 working days, the time limits in conditions 4.2.2, 4.3.1 and 4.3.2 are to be reduced by the same proportion as that period bears to the period of 15 working days. Fractions of a working day are to be rounded down except that the time limit to perform any step is not to be less than one working day.
- 4.4 Defining the property**
- 4.4.1** The seller need not
- (a) prove the exact boundaries of the property
- (b) prove who owns fences, ditches, hedges or walls
- (c) separately identify parts of the property with different titles
- further than he may be able to do from information in his possession
- 4.4.2** The buyer may, if it is reasonable, require the seller to make or obtain, pay for and hand over a statutory declaration about facts relevant to the matters mentioned in condition 4.4.1. The form of the declaration is to be agreed by the buyer, who must not unreasonably withhold his agreement.
- 4.5 Rents and rentcharges**
- The fact that a rent or rentcharge, whether payable or receivable by the owner of the property, has been, or will on completion be, informally apportioned is not to be regarded as a defect in title

46 Transfer
46.1 The buyer does not prejudice his right to raise requisitions, or to require replies to any raised, by taking any steps in relation to preparing or agreeing the transfer
46.2 Subject to condition 4.6.3, the seller is to transfer the property with full title guarantee.
46.3 The transfer is to have effect as if the disposition is expressly made subject to all matters covered by condition 3.1.2
46.4 If after completion the seller will remain bound by any obligation affecting the property which was disclosed to the buyer before the contract was made, but the law does not imply any covenant by the buyer to indemnify the seller against liability for future breaches of it.
 (a) the buyer is to covenant in the transfer to indemnify the seller against liability for any future breach of the obligation and to perform it from then on, and
 (b) if required by the seller, the buyer is to execute and deliver to the seller on completion a duplicate transfer prepared by the buyer.
46.5 The seller is to arrange at his expense that, in relation to every document of title which the buyer does not receive on completion, the buyer is to have the benefit of
 (a) a written acknowledgement of his right to its production, and
 (b) a written undertaking for its safe custody (except while it is held by a mortgagee or by someone in a fiduciary capacity)

5. PENDING COMPLETION

5.1 Responsibility for property
5.1.1 The seller will transfer the property in the same physical state as it was at the date of the contract (except for fair wear and tear), which means that the seller retains the risk until completion
5.1.2 If at any time before completion the physical state of the property makes it unusable for its purpose at the date of the contract.
 (a) the buyer may rescind the contract
 (b) the seller may rescind the contract where the property has become unusable for that purpose as a result of damage against which the seller could not reasonably have insured, or which it is not legally possible for the seller to make good.
5.1.3 The seller is under no obligation to the buyer to insure the property.
5.1.4 Section 47 of the Law of Property Act 1925 does not apply.
5.2 Occupation by buyer
5.2.1 If the buyer is not already lawfully in the property, and the seller agrees to let him into occupation, the buyer occupies on the following terms
5.2.2 The buyer is a licensee and not a tenant. The terms of the licence are that the buyer.
 (a) cannot transfer it
 (b) may permit members of his household to occupy the property
 (c) is to pay or indemnify the seller against all outgoings and other expenses in respect of the property
 (d) is to pay the seller a fee calculated at the contract rate on a sum equal to the purchase price and the chattels price (less any deposit paid) for the period of the licence
 (e) is entitled to any rents and profits from any part of the property which he does not occupy
 (f) is to keep the property in as good a state of repair as it was in when he went into occupation (except for fair wear and tear) and is not to alter it
 (g) is to insure the property in a sum which is not less than the purchase price against all risks in respect of which comparable premises are normally insured
 (h) is to quit the property when the licence ends
5.2.3 On the creation of the buyer's licence, condition 5.1 ceases to apply, which means that the buyer then assumes the risk until completion.
5.2.4 The buyer is not in occupation for the purposes of this condition if he merely exercises rights of access given solely to do work agreed by the seller.
5.2.5 The buyer's licence ends on the earliest of completion date, rescission of the contract or when five working days' notice given by one party to the other takes effect.
5.2.6 If the buyer is in occupation of the property after his licence has come to an end and the contract is subsequently completed he is to pay the seller compensation for his continued occupation calculated at the same rate as the fee mentioned in condition 5.2.2(d)
5.2.7 The buyer's right to raise requisitions is unaffected

6. COMPLETION

6.1 Date
6.1.1 Completion date is twenty working days after the date of the contract but time is not of the essence of the contract unless a notice to complete has been served
6.1.2 If the money due on completion is received after 2.00pm, completion is to be treated, for the purposes only of conditions 8.3 and 7.3, as taking place on the next working day as a result of the buyer's default.
6.1.3 Condition 6.1.2 does not apply and the seller is treated as in default if:
 (i) the sale is with vacant possession of the property or any part of it, and
 (ii) the buyer is ready, able and willing to complete but does not pay the money due on completion until after 2.00pm because the seller has not vacated the property or that part by that time.
6.2 Arrangements and place
6.2.1 The buyer's conveyancer and the seller's conveyancer are to co-operate in agreeing arrangements for completing the contract.
6.2.2 Completion is to take place in England and Wales, either at the seller's conveyancer's office or at some other place which the seller reasonably specifies
6.3 Apportionments
6.3.1 Income and outgoings of the property are to be apportioned between the parties so far as the change of ownership on completion will affect entitlement to receive or liability to pay them
6.3.2 If the whole property is sold with vacant possession or the seller exercises his option in condition 7.3.4, apportionment is to be made with effect from the date of actual completion, otherwise, it is to be made from completion date.
6.3.3 In apportioning any sum, it is to be assumed that the seller owns the property until the end of the day from which apportionment is made and that the sum accrues from day to day at the rate at which it is payable on that day.
6.3.4 For the purpose of apportioning income and outgoings, it is to be assumed that they accrue at an equal daily rate throughout the year.
6.3.5 When a sum to be apportioned is not known or easily ascertainable at completion, a provisional apportionment is to be made according to the best estimate available. As soon as the amount is known, a final apportionment is to be made and notified to the other party. Any resulting balance is to be paid no more than ten working days later, and if not then paid the balance is to bear interest at the contract rate from then until payment.
6.3.6 Compensation payable under condition 5.2.6 is not to be apportioned.
6.4 Amount payable
 The amount payable by the buyer on completion is the purchase price and the chattels price (less any deposit already paid to the seller or his agent) adjusted to take account of:
 (a) apportionments made under condition 6.3
 (b) any compensation to be paid or allowed under condition 7.3.

6.5 Title deeds

6.5.1 As soon as the buyer has complied with all his obligations on completion the seller must hand over the documents of title
6.5.2 Condition 6.5.1 does not apply to any documents of title relating to land being retained by the seller after completion
6.6 Rent receipts
 The buyer is to assume that whoever gave any receipt for a payment of rent or service charge which the seller produces was the person or the agent of the person then entitled to that rent or service charge.
6.7 Means of payment
 The buyer is to pay the money due on completion by direct credit and, if appropriate, an unconditional release of a deposit held by a stakeholder
6.8 Notice to complete
6.8.1 At any time on or after completion date, a party who is ready, able and willing to complete may give the other a notice to complete
6.8.2 The parties are to complete the contract within ten working days of giving a notice to complete, excluding the day on which the notice is given. For this purpose, time is of the essence of the contract.
6.8.3 On receipt of a notice to complete:
 (a) if the buyer paid no deposit, he is forthwith to pay a deposit of 10 per cent
 (b) if the buyer paid a deposit of less than 10 per cent, he is forthwith to pay a further deposit equal to the balance of that 10 per cent.

7. REMEDIES

7.1 Errors and omissions
7.1.1 If any plan or statement in the contract, or in the negotiations leading to it, is or was misleading or inaccurate due to an error or omission, the remedies available are as follows.
7.1.2 When there is a material difference between the description or value of the property, or of any of the chattels included in the contract, as represented and as it is, the buyer is entitled to damages.
7.1.3 An error or omission only entitles the buyer to rescind the contract.
 (a) where it results from fraud or recklessness, or
 (b) where he would be obliged, to his prejudice, to accept property differing substantially (in quantity, quality or tenure) from what the error or omission had led him to expect.
7.2 Rescission
 If either party rescinds the contract
 (a) unless the rescission is a result of the buyer's breach of contract the deposit is to be repaid to the buyer with accrued interest
 (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
7.3 Late completion
7.3.1 If there is default by either or both of the parties in performing their obligations under the contract and completion is delayed, the party whose total period of default is the greater is to pay compensation to the other party
7.3.2 Compensation is calculated at the contract rate on an amount equal to the purchase price and the chattels price, less (where the buyer is the paying party) any deposit paid, for the period by which the paying party's default exceeds that of the receiving party, or, if shorter, the period between completion date and actual completion.
7.3.3 Any claim for loss resulting from delayed completion is to be reduced by any compensation paid under this contract.
7.3.4 Where the buyer holds the property as tenant of the seller and completion is delayed, the seller may give notice to the buyer, before the date of actual completion, that he intends to take the net income from the property until completion. If he does so, he cannot claim compensation under condition 7.3.1 as well.
7.4 After completion
 Completion does not cancel liability to perform any outstanding obligation under this contract
7.5 Buyer's failure to comply with notice to complete
7.5.1 If the buyer fails to complete in accordance with a notice to complete the following terms apply.
7.5.2 The seller may rescind the contract, and if he does so:
 (a) he may
 (i) forfeit and keep any deposit and accrued interest
 (ii) resell the property and any chattels included in the contract
 (iii) claim damages
 (b) the buyer is to return any documents he received from the seller and is to cancel any registration of the contract.
7.5.3 The seller retains his other rights and remedies.
7.6 Seller's failure to comply with notice to complete
7.6.1 If the seller fails to complete in accordance with a notice to complete, the following terms apply.
7.6.2 The buyer may rescind the contract, and if he does so:
 (a) the deposit is to be repaid to the buyer with accrued interest
 (b) the buyer is to return any documents he received from the seller and is, at the seller's expense, to cancel any registration of the contract.
7.6.3 The buyer retains his other rights and remedies

8. LEASEHOLD PROPERTY

8.1 Existing leases
8.1.1 The following provisions apply to a sale of leasehold land
8.1.2 The seller having provided the buyer with copies of the documents embodying the lease terms, the buyer is treated as entering into the contract knowing and fully accepting those terms.
8.1.3 The seller is to comply with any lease obligations requiring the tenant to insure the property.
8.2 New leases
8.2.1 The following provisions apply to a contract to grant a new lease.
8.2.2 The conditions apply so that:
 "seller" means the proposed landlord
 "buyer" means the proposed tenant
 "purchase price" means the premium to be paid on the grant of a lease.
8.2.3 The lease is to be in the form of the draft attached to the contract
8.2.4 If the term of the new lease will exceed seven years, the seller is to deduce a title which will enable the buyer to register the lease at the Land Registry with an absolute title
8.2.5 The seller is to engross the lease and a counterpart of it and is to send the counterpart to the buyer at least five working days before completion date
8.2.6 The buyer is to execute the counterpart and deliver it to the seller on completion.
8.3 Consent
8.3.1 (a) The following provisions apply if a consent to let, assign or sub-let is required to complete the contract
 (b) In this condition "consent" means consent in the form which satisfies the requirement to obtain it
8.3.2 (a) The seller is to apply for the consent at his expense, and to use all reasonable efforts to obtain it
 (b) The buyer is to provide all information and references reasonably required
 Unless he is in breach of his obligation under condition 8.3.2, either party may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract)
 (a) the consent has not been given, or
 (b) the consent has been given subject to a condition to which a party reasonably objects.
 In that case, neither party is to be treated as in breach of contract and condition 7.2 applies.

8. COMMONHOLD LAND

8.1 Terms used in this condition have the special meanings given to them in Part 1 of the Commonhold and Leasehold Reform Act 2002.
8.2 This condition applies to a disposition of commonhold land.
8.3 The seller having provided the buyer with copies of the current versions of the memorandum and articles of the commonhold association and of the commonhold community statement, the buyer is treated as entering into the contract knowing and fully accepting their terms
8.4 If the contract is for the sale of property which is or includes part only of a commonhold unit
 (a) the seller is to apply for the written consent of the commonhold association at his expense and is to use all reasonable efforts to obtain it
 (b) either the seller, unless he is in breach of his obligation under paragraph (a), or the buyer may rescind the contract by notice to the other party if three working days before completion date (or before a later date on which the parties have agreed to complete the contract) the consent has not been given. In that case, neither party is to be treated as in breach of contract and condition 7.2 applies

10. CHATTELS

10.1 The following provisions apply to any chattels which are included in the contract, whether or not a separate price is to be paid for them
10.2 The contract takes effect as a contract for sale of goods
10.3 The buyer takes the chattels in the physical state they are in at the date of the contract
10.4 Ownership of the chattels passes to the buyer on actual completion

SPECIAL CONDITIONS

1. (a) This contract incorporates the Standard Conditions of Sale (Fourth Edition).
(b) The terms used in this contract have the same meaning when used in the Conditions.
2. Subject to the terms of this contract and to the Standard Conditions of Sale, the seller is to transfer the property with either full title guarantee or limited title guarantee, as specified on the front page.
3. The chattels which are on the property and are set out on any attached list are included in the sale and the buyer is to pay the chattels price for them.
4. The property is sold with vacant possession.

~~(c) The property is sold subject to the following leases or tenancies:~~

5. See Special Conditions attached

Seller's conveyancers*: Gill Cooper, Head of Legal Services, Craven District Council, Council Offices, Granville Street, Skipton BD23 1PS (Ref. JL/000437/49/100)

Buyer's conveyancers*:

*Adding an e-mail address authorises service by e-mail : see condition 1.3.3(b)



(Manor Close/Low Demesne, Ingleton)

5. The property is sold subject to the incumbrances (if any) on the Property and the Buyer will raise no requisitions on them.
6. The chattels (if any) on the Property and set out on any attached list are included in the sale.
7. Obligations under this Agreement which remain to be observed or performed after the completion date shall continue in full force and effect notwithstanding completion and shall not merge in the transfer conveyance lease or assignment to the Buyer.
8. In the event that due to the Buyer's failure to complete on the completion date the Seller serves a notice to complete under Standard Condition 6.8 the Buyer shall pay on completion (in addition to the balance of the purchase price and any other sums due to the Seller together with interest thereon) the sum of £100.00 towards the Seller's legal costs of and incidental to the preparation and service of the said notice and recalculation of the amount payable on completion.
9. The deposit will be paid either to the Seller or, if so required, to the Seller's Agents as stakeholder in each case. In the event of the deposit actually paid when contracts are exchanged being less than 10% of the purchase price then notwithstanding the payment of the lesser amount by way of deposit the balance of the 10% of the purchase price shall at all times remain due to the Seller and in the event of a rescission or failure to complete (through no fault of the Seller) such balance of the 10% deposit shall be payable forthwith to the Seller without prejudice to all other rights the Seller may have under this agreement or otherwise.
10. Whilst the Property is believed and shall be taken to be correctly described any error misstatement or omission in the Special Conditions and/or the particulars of whatsoever kind or nature shall not annul the sale nor shall there be any grounds for abatement of the Purchase Price.
- 11.1 The Seller gives no warranty as to the present state or condition of the Property and the Buyer shall be deemed to purchase the Property in its present condition and the Buyer shall not be entitled to delay completion by reason of the presence of items and/or effects at the Property if such be the case.
- 11.2 The Seller does not warrant that any particular development or use of the Property will be permitted by the local planning authority or that the Property can lawfully be used for its existing or any other purpose.
- 11.3 The Buyer is to make its own enquiries as regards the town planning position and is to be treated as buying with full notice of the permitted use of the Property for the purpose of the Town and Country Planning Acts and shall raise no requisition or objections on this subject.
- 11.4 The Property is sold subject to all notices, charges, orders, restrictions, agreements or other matters under the Town and Country Planning Acts affecting all or any part of it.
- 11.5 The Property is sold subject to any other existing or future notices, claims, acquisitions, requisitions, proceedings, orders, acts or requirements of any tribunal or tenant or other authority (whether registered or not) in regard to the Property or any part of it and to all other matters capable of registration as local land charges against the Property.
- 11.6 The Property is subject to all of the following matters which may affect the Property: all outgoing assessments or charges whatsoever, all public and private rights of way, support, drainage, light and all other rights, easements and quasi-easements, all liabilities, public rights, wayleaves or other incidents.

- 11.7 The Seller is not liable to disclose or define the matters referred to in sub-paragraphs 11.1 to 11.6 (inclusive) of this condition and the Buyer shall make no claim whatsoever against the Seller in respect of any such matters but shall satisfy himself as regards them by enquiry of the appropriate department of the Local Authority or otherwise.
- 11.8 The Property is sold subject to the existence of any electricity cables or other apparatus of electricity undertakers or other apparatus of other public utilities or statutory undertakers and the Buyer is to make its own arrangements with such electricity undertakers or public utilities or statutory undertakers after completion.
12. Payment of the balance of purchase monies due hereunder upon completion shall be remitted at the Buyer's risk by telegraphic transfer CHAPS to the Seller's Bank Account as follows:
- NatWest Bank PLC, Skipton Branch
- Sort Code 55 50 10
- Account No. 57063788
13. In addition to the purchase price the buyer will pay the seller on completion:
- a) the seller's legal costs of £500.00 or 2% of the purchase price whichever is the higher
 - b) by way of reimbursement of fees for Land Registry Official Copies of the Register and Local and Drainage/Water Searches provided by the seller the sum of £279.50
 - c) the seller's surveyors' costs of £100.00 or 0.5% of the purchase price whichever is the higher
 - d) the Auctioneers commission on sale of £xxxx.xx plus VAT
14. The Transfer will be in the form attached and will be executed in duplicate by the Buyer at the Buyer's sole cost.
15. The parties agree that the Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement.
16. Insofar as they are not inconsistent with the above Special Conditions the Auctioneers Common Auction Conditions (Issue 2 – 1 October 2005) are deemed to be incorporated herein. In the event of inconsistency then the above-written Special Conditions will prevail.

Sellers Solicitors : The Head of Legal Services, Craven District Council, Council Offices,
Granville Street, Skipton BD23 1PS

Buyer's Solicitors:

Spring

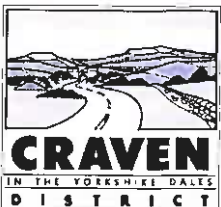


Land adjacent to 1 Manor Close, Ingleton, LA6 3BF

Site Area: 279 sq m

SCALE: 1:1250

DRAWING ISSUED BY AB
DATE ISSUED: 16th February 2009



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Craven District Council 100024694



INFORMATION SHEET

Based on Enquiries before Contract – CON29(L)

Land and lock-up garages at Manor Close/Low Demesne, Ingleton.

1. The deeds are silent. The buyer must rely on his own inspection.
2. No disputes to the seller's knowledge.
3. No Notices as far as the seller is aware. Please refer to the Special Conditions of Sale in the Contract.
4. Not applicable.
5. Not applicable.
6. No, but please refer to the Special Conditions of Sale in the Contract.
7. Please refer to the Special Conditions of Sale in the Contract.
8. Yes, so far as the seller is aware.
9. Not applicable.
10. Not applicable.
11. Please refer to the Special Conditions of Sale in the Contract.
12. N/A
13. The buyer must rely entirely on his own survey and inspection.

DATED 2nd April 2009

.....

Craven District Council

TITLE GUARANTEE

In common with other Local Authorities, Government Departments and some Statutory Bodies, it is not the practice of Craven District Council to sell with full title guarantee.

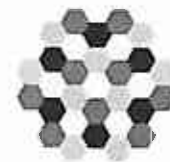
Whilst Craven District Council has no doubts about its legal title to the land in question, as an organisation having had land vested in it and its predecessors in title by statute from a diverse number of predecessor bodies, it is not always possible to be absolutely certain of the situation on site.

There may be the possibility, of course, that third-party rights exist of which the Council is not aware and which, despite appropriate enquiries, have not come to the attention of either the agents or the Council's legal representatives.

Therefore, the land will be sold with Limited Title Guarantee.

Head of Legal Services,
Craven District Council.

6th February 2009



Official copy of register of title

Title number NYK312636 Edition date 27.09.2007

- This official copy shows the entries in the register of title on 6 April 2009 at 11:12:41.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 6 April 2009.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1 - *A guide to the information we keep and how you can obtain it.*
- This title is dealt with by Land Registry Durham Office.

A: Property register

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

NORTH YORKSHIRE : CRAVEN

- 1 (28.09.2005) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at Low Demesne, Ingleton, Carnforth.

NOTE 1: The land tinted green on the title plan is not included in the title.

NOTE 2: In so far as the red edging on the title plan includes highways maintainable at the public expense, those parts of the highways which are vested in the relevant highway authority are not included in the registration.

- 2 (28.09.2005) The mines and minerals together with ancillary powers of working are excepted.
- 3 (28.09.2005) The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance dated 31 December 1970 made between (1) Richard Neilson Boardman and (2) The Rural District Council of Settle.

NOTE: Copy filed.

- 4 (28.09.2005) The land in this title has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of adjoining land dated 31 March 2003 made between (1) Craven District Council (Transferor) and (2) Craven Housing Limited (Transferee):-

"The Property is transferred:

TOGETHER WITH the rights (newly granted by this transfer) set out in Part 1 of Schedule 3 such rights being for the benefit only of those parts of the



A: Property register continued

Property which are situated adjacent to or in the vicinity of Retained Land

AND TOGETHER WITH the benefit (so far as the same relates to any part of the Property) of

(i) all subsisting rights and easements expressly or impliedly granted or reserved and

(ii) all subsisting rights and easements which have been acquired by prescription

at any time before the date of this transfer for the benefit of any land which is or includes part of the Property

.....

EXCEPTING AND RESERVING to the Transferor in respect only of those parts of the Property which are situated adjacent to or in the vicinity of Retained Land the rights set out in Part II of Schedule 3

.....

SUBJECT ALSO TO all subsisting rights and easements (so far as the same affect any part of the Property) expressly or impliedly granted or reserved or acquired by prescription or proprietary estoppel at any time before the date of this transfer over land including any part of the Property

.....

Schedule 3 Part I

Rights granted for the benefit of the Property over Retained Land

There is granted to the Transferee for the benefit of each part of the Property which is situated adjacent to or in the vicinity of any part of the Retained Land such (if any) of the following rights over that part of the Retained Land as are capable of benefitting that part of the Property (such rights to be enjoyed in common with the Transferor and all other persons having the like or similar rights)

1. The free and uninterrupted right to the passage and running of water soil gas electricity and other fuel telephone television and other services to and from such part of the Property through and along the Service Conduits which are now or may be constructed within the Perpetuity Period in on over or under the Retained Land to the extent that the same serve or are capable of serving such part of the Property or any part thereof;

2. The right for the Transferee to connect into any of the Service Conduits in on or under the Retained Land and serving or capable of serving any part of the Property together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits in on or through teh Retained Land from time to time in such routes as may be previously be approved in writing by the Transferor such approval not to be unreasonably withheld or delayed and the right subject to not less than 7 days prior written notice to the Transferor (except in the case of emergency) to enter on to such parts of the Retained Land as may be reasonably necessary with or without workmen materials and appliances for any or all of these purposes and subject to the Tansferee making good as soon as reasonably practicable any damage thereby caused and causing as

A: Property register continued

little inconvenience as possible;

3. A right of way (with or without vehicles in the case of roadways) at all times and for all purposes for the use and enjoyment of the Property over and along the private roadways and paths constructed on any part of the Retained Land PROVIDED THAT the Transferor may with the prior written approval of the Transferee (such approval not to be unreasonably withheld or delayed and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) upon giving not less than 28 days' written notice to the Transferee (except in the case of emergency) from time to time alter the route of any such roadways or paths through such part of the Retained Land and if the Transferor does so, it shall provide similarly commodious suitable alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Retained Land to the Property shall be adequate for the full continued use and enjoyment of the Property as at the date of commencement of such alteration

4. The full right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of such part of the Property and each and every part thereof

5. The right to unimpeded access and enjoyment of light and air to all windows in the buildings now on such part of the Property from or over the Retained Land provided always that nothing expressed or implied in the Transfer shall prevent the Transferor from developing the Retained Land

6. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of severance hereby effected over such part of the Retained Land for the benefit of such part of the Property

Part II

Exceptions and reservations from the Property for the benefit of Retained Land

There is excepted and reserved to the Transferor for the benefit of each part of the Retained Land which is situated adjacent to or in the vicinity of any part of the Property such (if any) of the following rights over that part of the Property as are capable of benefitting that part of the Retained Land (such rights to be enjoyed in common with the Transferee and all other persons having the like or similar rights):-

1. The free and uninterrupted right to the passage and running of water soil gas electricity and other fuel telephone television and other services to and from the Retained Land through and along the Service Conduits which are now or may be constructed within the Perpetuity Period on over or under such part of the Property to the extent that the same serve or are capable of serving the Retained Land or any part(s) thereof;

2. The right for the Transferor to connect into any of the Service Conduits in or under such part of the Property and serving or capable of serving the Retained Land together with the rights within the Perpetuity Period to make further connections to and lay new Service Conduits on or through any part of the Property from time to time in such routes as may be previously approved in writing by the Transferee such approval not to be unreasonably withheld or delayed and the right subject to not less than 14 days prior written notice to the Transferee (except in the case of emergency) to enter on to such part(s) of the Property as may be reasonably necessary with or



A: Property register continued

without workmen materials and appliances for any or all of these purposes and subject to the Transferor making good as soon as reasonably practicable any damage thereby caused and causing as little inconvenience as possible;

3. A right of way (with or without vehicles in the case of roadways) at all times and for all purposes for the use and enjoyment of the Retained Land over and along the private roadways and paths constructed as at the date hereof on any part of the Property PROVIDED THAT the Transferee may with the prior written approval of the Transferor (such approval not to be unreasonably withheld and it is hereby agreed that a breach of a planning condition shall be a reasonable ground for objection) upon giving not less than 28 days' written notice to the Transferor (except in the case of emergency) from time to time alter the route of any such roadways or paths through such part of the Property and if the Transferee does so, it shall provide suitable similarly commodious alternative routes at its own expense, causing minimum inconvenience and making good as soon as practicable any damage caused thereby AND PROVIDED FURTHER THAT any such alternative route provided over such part of the Property to the Retained Land shall be adequate for the full continued use and enjoyment of the Retained Land as at the date of commencement of such alteration;

4. The full right of subjacent and lateral support from such part of the Property and each and every part thereof for the benefit of the Retained Land and each and every part thereof;

5. The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over such part of the Property provided that nothing expressed or implied in this Transfer shall prevent the Transferee from developing the Property.

6. All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over such part of the Property and which would be implied by statute or by reason of severance in favour of a purchaser of any Retained Land if the same had been transferred to such purchaser and such part of the Property had been retained by the Transferor

Definitions:

'Perpetuity Period' means a period of eighty years from the date hereof

'Retained Land' means land retained by the Transferor

'Service Conduits' means mains sewers septic tanks drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus of any kind whatsoever (whether or not existing at the date hereof) other than those which are or shall become vested in the statutory undertakings

'Utility Services' means the provision of gas, electricity or water supplies or drainage sewerage or telecommunications services or other supplies or services of a similar nature to any of the foregoing"

NOTE: The land in this title falls within the Retained Land referred to.

- 5 (28.09.2005) By Transfers/Conveyances of adjacent or neighbouring land pursuant to Part V of the Housing Act 1957 Chapter 1 of Part 1 of the Housing Act 1980 or Part V of the Housing Act 1985 the land in this title has the benefit of and is subject to the easements and other rights prescribed by Paragraph 2 of Schedule 2 of the Housing Act 1980 or Schedule 6 of the Housing Act 1985. The land is also subject to any rights granted by such Transfers/Conveyances.

A: Property register continued

- 6 (29.05.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.
- 7 (29.05.2007) The land has the benefit of the rights reserved by a Transfer of the land edged and numbered NYK337854 in green on the title plan dated 30 April 2007 made between (1) Craven District Council and (2) Brown and Whittaker Limited.

NOTE:-Copy filed under NYK337854.

- 8 (27.09.2007) The land has the benefit of the rights reserved by a Transfer which included the land edged and numbered NYK344353 in green on the title plan dated 24 September 2007 made between (1) Craven District Council and (2) Michael Garry Howarth and Susan Howarth.

NOTE:-Copy filed under NYK344353.

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 (28.09.2005) PROPRIETOR: CRAVEN DISTRICT COUNCIL of Council Offices, Granville Street, Skipton, N Yorkshire BD23 1PS.

C: Charges register

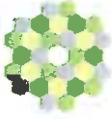
This register contains any charges and other matters that affect the land.

- 1 (28.09.2005) The land is subject to the rights granted by a Conveyance of adjoining land known as Numbers 4 and 5 Low Demesne dated 18 January 1988 made between (1) Craven District Council and (2) David Walter Newman and Joan Elsie Newman.

NOTE: Copy filed.

End of register

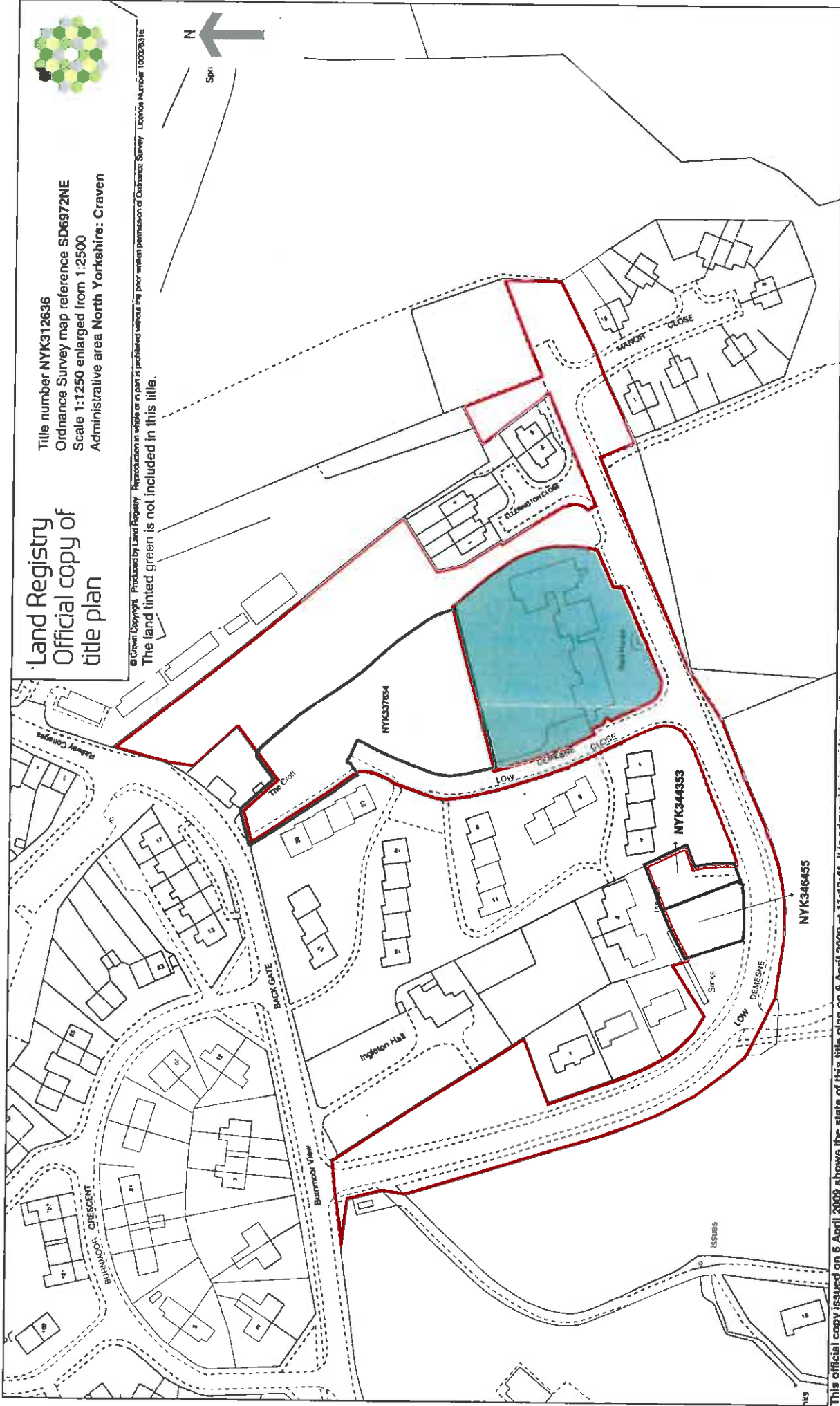




Title number NYK312636
 Ordnance Survey map reference SD6972NE
 Scale 1:1250 enlarged from 1:2500
 Administrative area North Yorkshire: Craven

Land Registry
 Official copy of
 title plan

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 The land tinted green is not included in this title.



This official copy issued on 6 April 2009 shows the state of this title plan on 6 April 2009 at 11:12:41. 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 Land Registry, Durham Office.



Spring

Dismantled Railway

Path (un)

ELLEBRINGTON CLOSE

DEMESNE CLOSE

Reid House

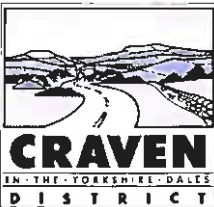


15
MANOR CLOSE

Track

Tan-y-Bryn

413



Land adjacent to 1 Manor Close, Ingleton, LA6 3BF

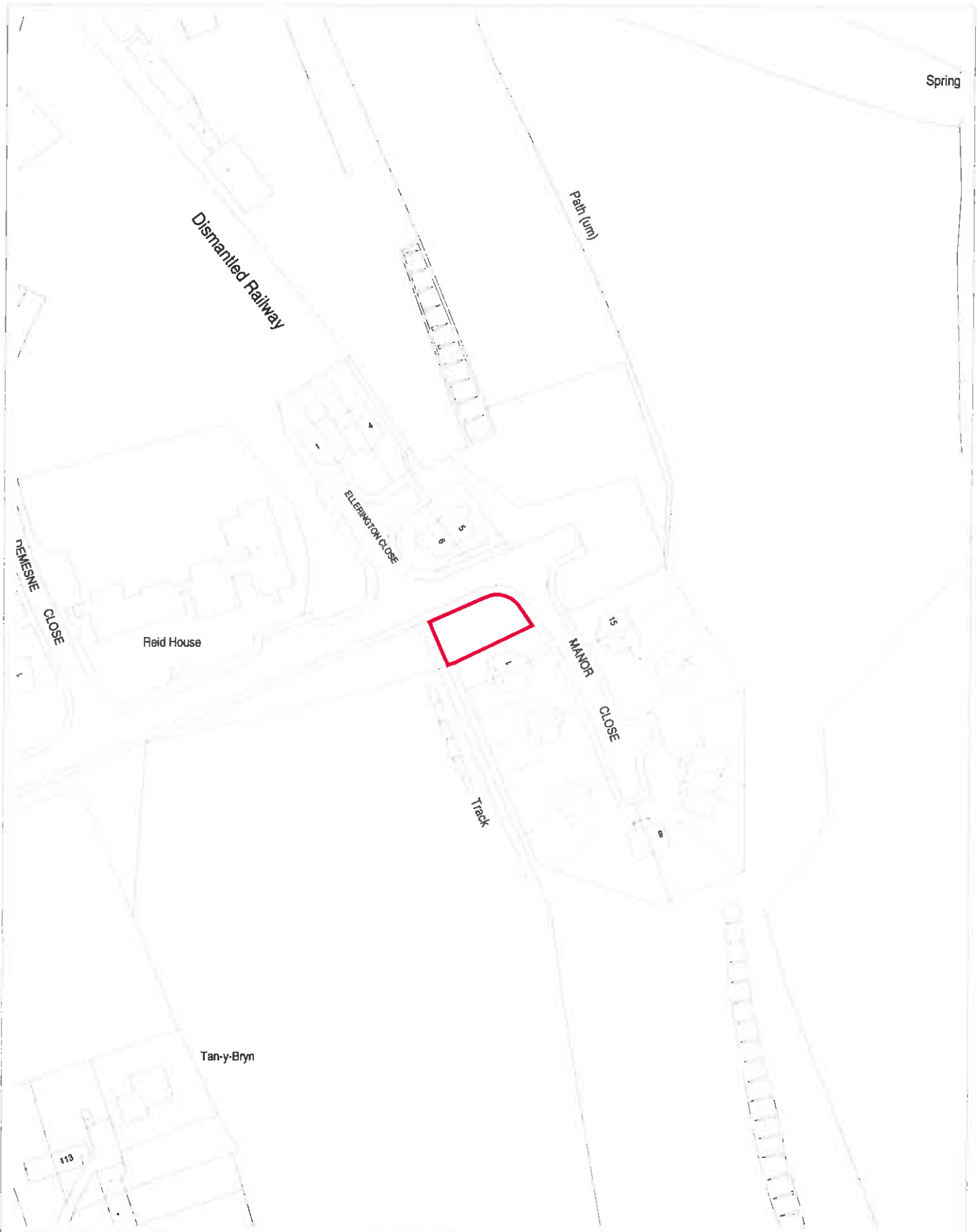
Site Area: 279 sq m

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Craven District Council 100024694

SCALE: 1:1250

DRAWING ISSUED BY AB
DATE ISSUED 16th February 2009



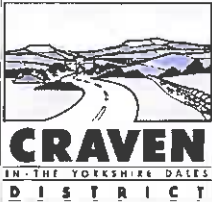


Land adjacent to 1 Manor Close, Ingleton, LA6 3BF

Site Area: 279 sq m

SCALE: 1:1250

DRAWING ISSUED BY AB
DATE ISSUED 16th February 2009



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Craven District Council 100024694



Land Registry

Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

	<p>1 Title number(s) out of which the property is transferred: NYK312636</p>
	<p>2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:</p>
	<p>3 Property:</p> <p>Land at the junction of Manor Close with Low Demesne at Ingleton North Yorkshire</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: Edged Red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
	<p>4 Date:</p>
	<p>5 Transferor: CRAVEN DISTRICT COUNCIL Council Offices Granville Street Skipton BD23 1PS <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
	<p>6 Transferee for entry in the register:</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in England and Wales including any prefix:</p>
	<p>7 Transferee's intended address(es) for service for entry in the register:</p>

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights reserved for the benefit of other land

Include words of covenant.

Restrictive covenants by the transferee

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

13 Execution

THE COMMON SEAL of CRAVEN
DISTRICT COUNCIL was affixed
in the presence of:

Head of Legal Services

SIGNED as a Deed by

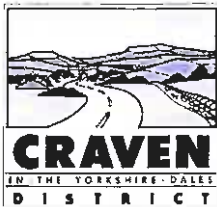
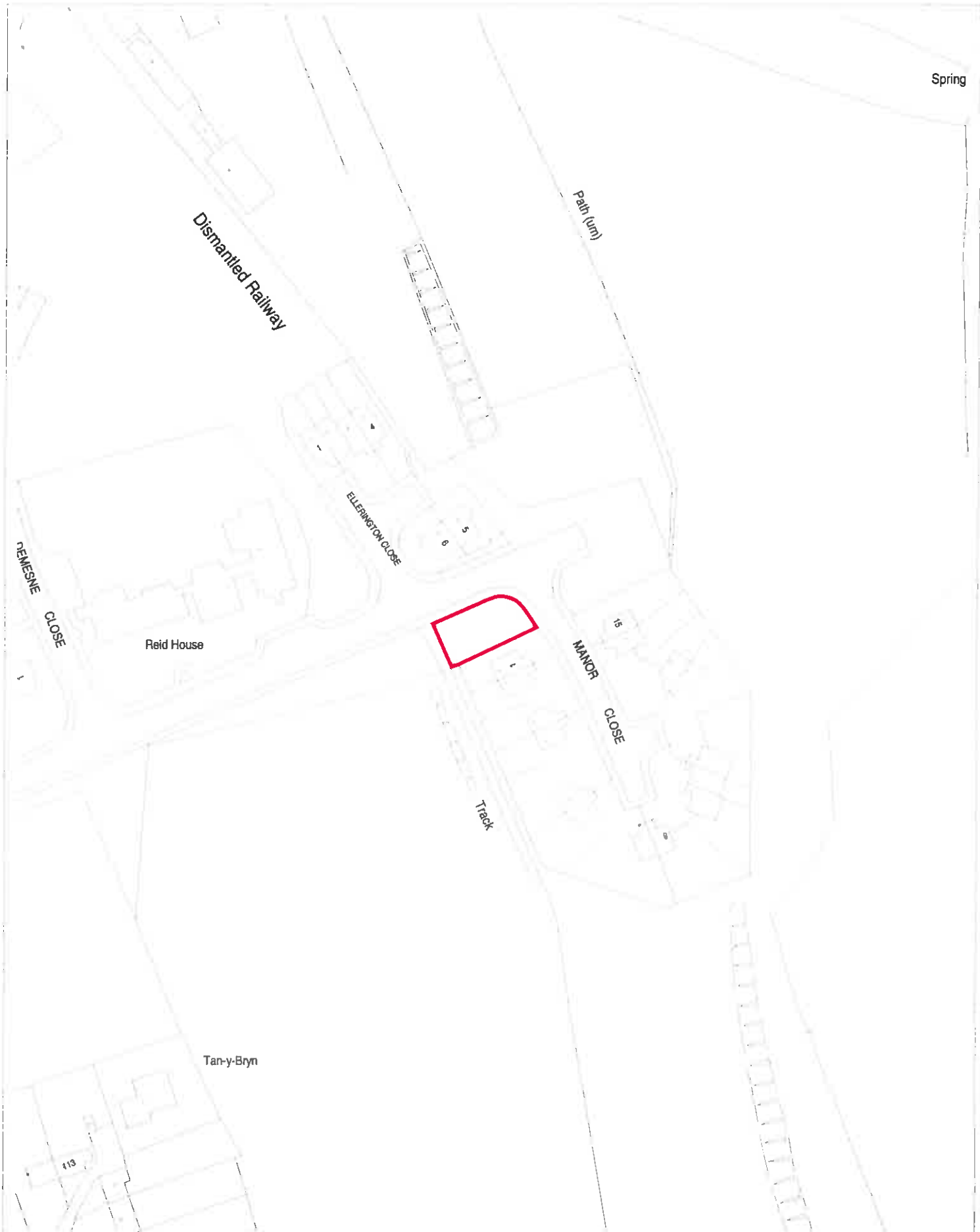
in the presence of:

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.



Land adjacent to 1 Manor Close, Ingleton, LA6 3BF

Site Area: 279 sq m

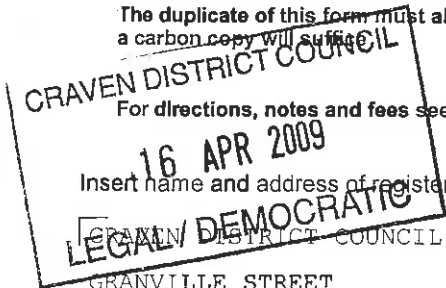
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 Craven District Council 100024694

SCALE: 1:1250

DRAWING ISSUED BY AB
 DATE ISSUED 16th February 2009



The duplicate of this form must also be completed:
a carbon copy will suffice



For directions, notes and fees see overleaf

Insert name and address of registering authority in space below

CRAVEN DISTRICT COUNCIL
GRANVILLE STREET
SKIPTON
NORTH YORKSHIRE
BD23 1PS

Register of local land charges

Requisition for search and official certificate of search

Requisition for search

(A separate requisition must be made in respect of each parcel of land except as explained overleaf)

An official search is required in Part(s) of 1 the register of local land charges kept by the above-named registering authority for subsisting registrations against the land [defined in the attached plan and] described below.

Description of land sufficient to enable it to be identified
LAND ADJOINING 1 MANOR CLOSE, INGLETON
LA6 3BF



Name and address to which certificate is to be sent

LEGAL SERVICES (Christine Fitzmaurice)
CRAVEN DISTRICT COUNCIL
GRANVILLE STREET
SKIPTON
NORTH YORKSHIRE
BD23 1PS

Signature of applicant (or his solicitor)

Christine Fitzmaurice, legal officer

Date

6th April 2009

Telephone number

01756 706233

Reference

CF/JL/49/100

Enclosure

Cheque/Money Order/Postal Order/Giro £145.00

INTEGRAL RECORDS

Official certificate of search

To be completed by authorised officer

It is hereby certified that the search requested above reveals ~~no subsisting registrations~~ **NO REGISTRATIONS** or the 2 registrations described in the Schedule hereto up to and including the date of this certificate.

Signed

[Signature]
CRAVEN DISTRICT COUNCIL

On behalf of

Date

15th April 2009

- 1 Delete if inappropriate. Otherwise insert Part(s) in which search is required.
- 2 Delete if inappropriate. (A plan should be furnished in duplicate if it is desired that a copy should be returned.)
- 3 Delete inapplicable words. (The Parts of the Schedule should be securely attached to the certificate and the number of registrations disclosed should be inserted in the space provided. Only Parts which disclose subsisting registrations should be sent.)
- 4 Insert name of registering authority.

Directions and notes

1 This form and the duplicate should be completed and sent by post to or left at the office of the registering authority.

2 A separate requisition for search should be made in respect of each parcel of land in respect of which a search is required except where, for the purpose of a single transaction, a certificate is required in respect of two or more parcels of land which have a common boundary or are separated only by a road, railway, river, stream or canal.

3 'Parcel of land' means land (including a building or part of a building) which is separately occupied or separately rated or, if not occupied or rated, in separate ownership. For the purpose of this definition an owner is the person who (in his own right or as trustee for any other person) is entitled to receive the rack rent of land, or, where the land is not let at a rack rent, would be so entitled if it were so let.

4 The certificate of the result of an official search of the register refers to any subsisting registrations, recorded against the land defined in the application for search, in the Parts of the register in respect of which the search is requested. The Parts of the register record:

Part 1	General financial charges.
Part 2	Specific financial charges.
Part 3	Planning charges.
Part 4	Miscellaneous charges.
Part 5	Fenland ways maintenance charges.
Part 6	Land compensation charges.
Part 7	New towns charges.
Part 8	Civil aviation charges.
Part 9	Opencast coal charges.
Part 10	Listed buildings charges.
Part 11	Light obstruction notices.
Part 12	Drainage scheme charges.

5 An office copy of any entry in the register can be obtained on written request and on payment of the prescribed fee.

Fees

In England, fees payable to registering authorities for local land charge services under the Local Land Charges Act 1975 (other than the fee for a personal search of the local land charges register) are set by individual registering authorities and the fee for a personal search of the local land charges register is set out by the Lord Chancellor. In Wales, these fees are set by the National Assembly for Wales.

Information about the fees should be obtained from the relevant registering authority.

CON 29 - PART I ENQUIRIES OF PLANNING SECTION


Official Search No: P8

Date: 9 April 2009

Description of Property: Land adjoining Manor Close, Ingleton LA6 3 BF SD 6872-6972

ENQUIRY	REPLY
<p>1 PLANNING</p> <p>1.1 Planning Decisions and Pending Applications</p> <p>Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications -</p> <p>a) a planning permission; b) a listed building consent; c) a conservation area consent; d) certificates of lawfulness of use or development; e) a certificate of lawfulness of proposed use or development;</p> <p>How can copies of any of the above be obtained?</p>	<p>a) None b) None c) None d) None e) None</p> <p>From Craven District Council, Planning Services, Council Offices, Granville Street, Skipton, BD23 1PS</p>
<p>1.2. Planning Designations and Proposals</p> <p>What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?</p>	<p>Not Determined - Craven District Local Plan – Adopted 2nd July 1999.</p> <p>Informative: This reply reflects policies or proposals in any existing development plan & in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes.</p>
<p>3.1 Land required for Public Purposes</p> <p>Is the property included in land required for public purposes?</p>	<p>NO</p>
<p>3.5 Nearby Railway Schemes</p> <p>Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?</p>	<p>NONE</p>
<p>3.7 Outstanding Notices</p> <p>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:-</p> <p>(a) building works; (b) environment; (c) health and safety; (d) housing; (e) highways; or (f) public health?</p>	<p>NONE</p>
<p>3.9 Notices, Orders, Directions and Proceedings under Planning Acts</p> <p>Do any of the following subsist in relation to the property. Or has a local authority decided to use, serve, make or commence any of the following:-</p> <p>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; g) a listed building repairs notice; h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation; i) a building preservation notice; j) a direction restricting permitted development; k) an order revoking or modifying a planning permission; l) an order requiring discontinuance of use or alteration or removal of building or works; m) a tree preservation order; or n) proceedings to enforce a planning agreement or planning contribution?</p>	<p>a) None b) None c) None d) None e) None f) None g) None h) None</p> <p>i) Not Applicable j) No k) No</p> <p>l) No m) No n) None</p>

<p>3.10 Conservation Area Do the following apply in relation to the property:- (a) the making of the area a Conservation Area before 31 August 1974; or (b) an unimplemented resolution to designate the area a Conservation Area?.</p>	<p>a) No b) No</p>
<p>3.11 Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?</p>	<p>No</p>

<p>Dated: 9 April 2009</p>	<p>Signed  on behalf of CDC</p>
-----------------------------------	---

Search No: P8 Land adjoining Manor Close, Ingleton LA6 3 BF SD 6872-6972

In response to Question 1.1a:-

Applications received between 1948 and 31st March 1974

No Pre – 1974 Consents are referred to at Question 1.1, but this information can be obtained by writing to the Planning Service Unit. The standard current charge of £17.00 (for each additional enquiry) will be made for this service.

Applications received since 1st April 1974


None

CON 29 - PART I ENQUIRIES OF BUILDING CONTROL SECTION

Official Search No: P8

Date: 15 April 2009

Description of Property: Land adjoining 1 Manor Close, Ingleton, LA6 3BF

ENQUIRY	REPLY
<p>1 BUILDING REGULATIONS 1.1 Building Regulation Decisions and Pending Applications What applications for any of the following (if applicable have been granted, refused or are now pending?):</p>	
<p>(f) building regulation approvals.</p>	<p>f) None - <u>Informative</u>: The Council's computerised record of Building Control Applications do not extend back before 1st April 1991 and this reply covers only the period since that date. The Council's computerised records of Building Notices for cavity wall insulation do not extend back before 1st July 2002. Prior records would have to be searched manually at additional cost.</p>
<p>(g) building regulation completion certificates, and</p>	<p>g) None - <u>Informative</u>: The Council did not issue completion certificates before 1st January 1995.</p>
<p>(h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?</p>	<p>h) None - <u>Informative</u>: (1) This reply does not cover other properties in the vicinity of the property. (2) The Council does not hold a comprehensive list of works which have been carried out under the self-certification scheme therefore any information that we have supplied in this response is taken from data supplied at the time of this search being carried out and cannot be responsible for it's accuracy. Any certificates should be produced by the owner or occupier of the property for these types of works.</p>
<p>How can copies of any mentioned documents in relation to 1(f) & 1(b) be obtained? (Excluding Cavity Fill registrations, any certificates should be produced by the owner or occupier of the property for these types of works).</p>	<p>From Craven District Council, Building Control Services, Council Offices, Granville Street, Skipton, BD23 1PS.</p>
<p>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</p>	<p><i>Enquiries about drainage should also be made of the local sewerage undertaker, as follows: United Utilities</i></p>
<p>b) Statutory agreement or consent for a building or extension to a building on the property to be constructed over or in the vicinity of a drain, sewer or disposal main? 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.</p>	
<p>3.7 Outstanding Notices Do any statutory notices which relate to the following matter subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule. (a) building works</p>	<p>NONE.</p>
<p>3.8 Contravention of Building Regulations Has the local authority authorised in relation to the property and proceedings for the contravention of any provision contained in Building Regulations.</p>	<p>NONE.</p>
<p>Dated: 15 April 2009</p>	<p>Signed  on behalf of CDC</p>

CON 29 - PART II ENQUIRIES OF PLANNING SECTION

Official Search No: P8

Date: 9 April 2009

Description of Property: Land adjoining Manor Close, Ingleton LA6 3 BF SD 6872-6972

ENQUIRY	REPLY
ADVERTISEMENTS	
Entries in the Register	
6.1 Please list any entries in the Register of applications, directions and decisions relating to consent for the display of advertisements.	6.1
6.2 If there are any entries, where can that Register be inspected	6.2
Notices, Proceedings and Orders	
6.3 Except as shown in the Official Certificate of Search:	6.3
a) has any notice been given by the Secretary of State, or served in respect of a direction or proposed direction restricting deemed consent for any class of advertisement?	a)
b) Have the Council resolved to serve a notice requiring the display of any advertisement to be discontinued?	b)
c) If a discontinuance notice has been served, has it been complied with to the satisfaction of the Council	c)
d) Have the Council resolved to serve any other notice or proceedings relating to a contravention of the control of advertisements?	d)
e) Have the Council resolved to make an order for the special control of advertisements for the area?	e)
COMPLETION NOTICES	
7. Which of the planning permissions in force have the Council resolved to terminate by means of a completion notice under s.94 of the Town and Country Planning Act 1990?	7.
PARKS AND COUNTRYSIDE	
Areas of Outstanding Natural Beauty	
8.1 Has any order under s.87 of the National Parks and Access to the Countryside Act 1949 been made?	8.1
National Parks	
8.2 Is the property within a National Park designated under s.7. of the National Parks and access to the Countryside Act 1949?	8.2
PIPELINES	
9. Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?	9. No
URBAN DEVELOPMENT AREAS	
12.1 Is the area an urban development area designated under Part XVI of the Local Government, Planning and Land Act 1980?	12.
12.2 If so, please state the name of the urban development corporation and the address of its principal office.	
ENTERPRISE ZONES	
13 Is the area an enterprise zone designated under Part XVIII of the Local Government, Planning and Land Act 1980?	13.
INNER URBAN IMPROVEMENT AREAS	
14 Have the Council resolved to define the area as an improvement area under s.4 of the Inner Urban Areas Act 1978?	14.
SIMPLIFIED PLANNING ZONES	
15.1 Is the area a simplified planning zone adopted or approved pursuant to s.83 of the Town & Country Planning Act 1990?	15.1
15.2 Have the Council approved any proposal for designating the area as a simplified planning zone?	15.2
LAND MAINTENANCE NOTICES	
16 Have the Council authorised the service of a maintenance notice under s.215 of the Town & Country Planning Act, 1990?	16.

<p>MINERAL CONSULTATION AREAS</p> <p>17 Is the area a mineral consultation area notified by the County Planning Authority under Schedule 1 para 7 of the Town and Country Planning Act 1990?</p>	<p>17.</p>
<p>HAZARDOUS SUBSTANCE CONSENTS</p> <p>18.1 Please list any entries in the Register kept pursuant to s.28 of the Planning (Hazardous Substances) Act 1990.</p> <p>18.2 If there are any entries:</p> <p>a) How can copies of the entries be obtained?</p> <p>b) Where can the register be inspected?</p>	<p>18.</p> <p>18.2</p> <p>a)</p> <p>b)</p>
<p>HEDGEROW NOTICES</p> <p>21.1 Please list any entries in the record maintained under regulation 10 of the Hedgerows Regulations 1997.</p> <p>21.2 It there are any entries:</p> <p>a) how can copies of the matters entered be obtained?</p> <p>b) Where can the record be inspected?</p>	<p>21.1</p> <p>21.2</p> <p>a)</p> <p>b)</p>

RETURN TO:

Craven District Council
Local Land Charges Section

Official Search Number:

46-P8

Date Received by NYCC:

07/04/2009

Description of Property:

LAND ADJOINING 1 MANOR CLOSE

Parish:

INGLETON

Box C:

LOW DEMESNE

Grid Reference:

697 727

UPRN:

ENQUIRY
PART I

ANSWERS

2. ROADS

Please Note: Replies to this question have been given by North Yorkshire County Council Environmental Services and based on the List of Streets prepared under Section 36 of the Highway Act 1980.

Which of the roads, footways and footpaths named in the application for this search (via Boxes B and C) are:-

2(a) Highways maintainable at public expense

2(a) MANOR CLOSE - YES
LOW DEMESNE - YES

Informative Note: If a road, footpath, or footway is not a publicly maintainable highway, the Council is not able to express an opinion as to whether or not there is a public right to use it.

2(b) subject to adoption and, supported by a bond or bond waiver

2(b) NO

2(c) to be made up by a local authority who will reclaim the cost from the frontagers; or

2(c) NO

2(d) to be adopted by a local authority without reclaiming the cost from the frontagers?

2(d) NO

RETURN TO:
Craven District Council
Local Land Charges Section

Official Search Number: **46-P8**
Date Received by NYCC: 07/04/2009
Description of Property: LAND ADJOINING 1 MANOR CLOSE
Parish: INGLETON
Box C: LOW DEMESNE
Grid Reference: 697 727

Page 2 of 4

UPRN:

3. OTHER MATTERS

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

County Searches Information, Business and Environmental Services, North Yorkshire County Council, County Hall, Northallerton, North Yorkshire DL7 8AH

Or Information required in relation to Trunk Road should be acquired direct from Highways Agency, Lateral, 8 City Walk, Leeds, LS11 9AT

3.1 Land required for Public Purposes 3.1 NO
Is the property included in land required

3.2 Land to be acquired for Road Works 3.2 NO
Is the property included in land to be

3.4 Nearby Road Schemes

Replies to this section of the Con 29 are given in respect of schemes promoted by North Yorkshire County Council. Information required in relation to Trunk Roads should be acquired direct from Highways Agency PO Box 206 City House Leeds LS1 4UR

Is the property (or will it be) within 200 metres

3.4(a) the centre line of a new trunk road or special road specified in an order, draft order or scheme; notified to the Council by the appropriate Secretary of State; or 3.4(a) NO

3.4(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; 3.4(b) NO

3.4(c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes 3.4(c) NO

3.4(d) the outer limits of (i) construction of a new road to be built by a local authority; (ii) and approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road, or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes 3.4(d) NO

3.4(e) the centre line of a proposed route of a new road under proposals published for public consultation; or 3.4(e) NO

3.4(f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation? 3.4(f) 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.

3.6 Traffic Schemes

Replies to the enquiries within Question 3.6. relate to schemes that affect any road abutting the property (that is mentioned in Box B or Box C) and that fall within 200 m of the property.

NOTE: THE REPLIES TO QUESTION 3.6 MAY NOT BE COMPLETE, NYCC DOES NOT ACCEPT ANY LIABILITY FOR ANY OMISSIONS MADE IN THESE REPLIES.

3.6(a) Permanent stopping up or diversion 3.6(a) NO

Informative: 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 and the Regions, without involving the County Council.

Has a local authority approved but no yet implemented any of the following for the roads, footways and footpaths (named in Box B) which abut the boundaries of the waiting or loading restrictions

3.6(b) 3.6(b) NO

3.6(c) one way driving 3.6(c) NO

3.6(d) prohibition of driving 3.6(d) NO

3.6(e) pedestrianisation 3.6(e) NO

3.6(f) vehicle width or weight restriction 3.6(f) NO

Informative: The reply to this enquiry relates to restrictions covered by a legal order.

3.6(g) traffic calming works, including road humps 3.6(g) NO

Informative: The reply to this enquiry relates to proposals that involve physical construction and do not include changes to speed limits, road markings or road surface treatments.

3.6(h) resident's parking control 3.6(h) NO

Informative: The reply to this enquiry covers proposals for the introduction or removal of residents' parking controls. Amendments to existing restrictions will be revealed in the reply to enquiry 3.6(b)

3.6(i) minor road widening or improvements 3.6(i) NO

Informative: The reply to this enquiry covers proposals such as junction improvements turning and acceleration/deceleration lanes etc., which are not revealed in the reply to 3.4. Pedestrian improvements carried out as part of maintenance schemes will not normally be revealed.

3.6(j) pedestrian crossings 3.6(j) NO

3.6(k) cycle tracks; or 3.6(k) NO

Informative: Cycle tracks and marked cycle lanes, but not advisory routes, are covered by this enquiry.

3.6(l) bridge building? 3.6(l) NO

3.7 Outstanding Notices 3.7 NO

Current notices relating to the property under legislation to the building works, environment, health and safety at work, housing, highways or public health, other than those falling within other paragraphs of this Question 3

3.11 Compulsory Purchase 3.11 NO

Has any enforceable order or decision been made to compulsorily

RETURN TO:
Craven District Council
Local Land Charges Section

Official Search Number: **46-P8**
Date Received by NYCC: 07/04/2009
Description of Property: LAND ADJOINING 1 MANOR CLOSE
Parish: INGLETON
Box C: LOW DEMESNE
Grid Reference: 697 727

Page 4 of 4

UPRN:

PART II

ANSWERS

4. ROAD PROPOSALS BY PRIVATE BODIES

4. QUESTION NOT ASKED

What proposals by others have the Council approved still capable of being implemented for any of the following, the limits of construction of which are within 200 metres of the property: -

4(a) The construction of a new road, or

4(a) 4(b)

4(b) The alteration or improvement of an existing road, involving the construction, whether or not within the existing highway limits, of a subway, underpass, flyover, footbridge, elevated road, dual carriageway, the construction of a roundabout (other than a mini roundabout) or the widening of an existing road by the construction of one or more additional traffic lanes?

5. PUBLIC PATHS OR BYWAYS

5.

5.1 5.1 Is any footpath, bridleway or restricted byway or byway open to all traffic which abuts on or crosses the property shown in a definitive map prepared under Part IV of the National Parks and Access to the Countryside Act 1949 or Part III of the Wildlife and

5.1 YES

Informative: The definitive map does not show every public footpath or byway.

5.2 If, so please mark its approximate route on the attached plan.

5.2 Public footpath coloured purple

9. PIPELINES

9. NO

Has a map been deposited under S.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?

22. REGISTERED COMMON LAND AND TOWN OR VILLAGE GREEN

22.

22.1 Is the property, or any land which abuts the property, registered Common Land or Town or Village Green under the Commons Registration Act 1965 or the Commons Act 2006?

22.2 If there are any entries, how can copies of the matters registered be obtained and where can the register be inspected?

Signed: On behalf of

R. Flinton, Director of Business and Environmental Services,
North Yorkshire County Council

Dated:

14 April 2009

Proper Officer

88

P8
Land adjoining
1 Manor Close

Spring

Ingleton
LA6 3BF

Part 2
Nos: 5 & 9

Box C:
LOW DEMESNE

07/4/09

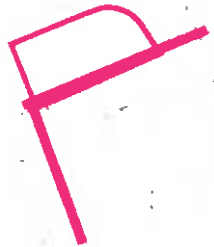
Dismantled Railway

Part (um)

ELEWISTON CLOSE

DEMESNE
CLOSE

Raid House



MANOR
CLOSE

Tan-y-Bryn

PLAN TWO

Question 5

Date: 15 April 2009

Search Ref: 46-P8

Question 5 of the Con 29 Local Authority Search Enquiry
made of North Yorkshire County Council Environment
Services

As requested in Q.5 the APPROXIMATE route of a
Public Right of Way has been indicated by the used of
coloured marker as shown on the Definitive Map.

Land adjacent to 1 Manor Close, Ingleton, LA6 3BF

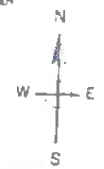
Site Area: 279 sq m

SCALE: 1:1250

DRAWING ISSUED BY AB
DATE ISSUED 15 February 2009



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Craven District Council 130024834



CON 29 - PART I ENQUIRIES (Environmental Health)

Official Search No. P8

Description of Property: Land adjoining 1 Manor Close, Ingleton. LA6 3BF

ENQUIRY	REPLY
<p>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:- environment, health & safety, housing or public health.</p>	<p>Details: None</p>
<p>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):-</p> <ul style="list-style-type: none"> a) a contaminated land notice; b) in relation to a register maintained under section 78R under the Environmental Protection Act 1990:- <ul style="list-style-type: none"> i. a decision to make an entry; or ii. an entry; or c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? 	<p>None</p> <p>None</p> <p>None</p> <p>None</p>
<p>3.13 Radon Gas Do records indicate that the property is in a 'Radon Affected Area' as identified by the Health Protection Agency?</p>	<p>Yes</p>

Dated: 08 April 2009

Signed: *Ky Rolin*



P8

Land adjoining
1 Manor Close

Ingleton

LA6 3BF

Part 2

Nos: 5 & 9

Box C:

LOW DEMESNE

07/4/09

Spring

Dismantled Railway

Path (um)

ELLEBRINGTON CLOSE

DEMESNE CLOSE

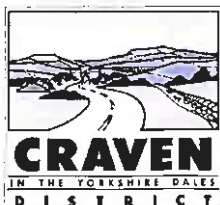
Reid House

MANOR CLOSE

Track

Tan-y-Bryn

113



Land adjacent to 1 Manor Close, Ingleton, LA6 3BF

Site Area: 279 sq m

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Craven District Council 100024684

SCALE: 1:1250

DRAWING ISSUED BY AB
DATE ISSUED 16th February 2009





A duplicate plan is required for all searches submitted directly to a local authority
 If submitted manually, this form must be submitted in duplicate. Please type or use BLOCK LETTERS

A.

Local authority name and address
 CRAVEN DISTRICT COUNCIL

Council Offices
 Granville Street
 Skipton
 BD23 1PS

Search No:

Signed:

On behalf of:
 Local authority/private search company/member of the public (indicate as applicable).

Dated:

B.

Address of the land/property

UPRN(s):

Secondary name/number:

Primary name/number:

Street: MANOR CLOSE

Locality/village:

Town: INGLETON

Postcode: LA6 3BF

C.

Other roadways, footways and footpaths in respect of which a reply to enquiry 2 is required

LOW DEMESNE

D.

Fees

£145.00 is enclosed/is paid by NLIS transfer (delete as applicable)

Signed: *C. M. [Signature]*
 legal Officer, Craven DC

Dated: 6th April 2009

Reference: CF/JL/49/100

Telephone No: 01756 706233

Fax No:

E-Mail:

E. (For HIPs regulations compliance only)

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: CRAVEN DISTRICT COUNCIL

Name of estate agents:

Name of HIP provider:

Name of solicitor/conveyancer:
 LEGAL SERVICES, CRAVEN DISTRICT COUNCIL

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(ies) in order to carry out the necessary searches.

F.

Reply to
 LEGAL SERVICES(Christine Fitzmaurice)
 CRAVEN DISTRICT COUNCIL
 GRANVILLE STREET
 SKIPTON
 NORTH YORKSHIRE
 BD23 1PS ref CF/JL/49/100

DX address:

Notes

- A. Enter name and address of appropriate Council. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining Council.
- B. Enter address and description of the property. Please give the UPRN(s) (Unique Property Reference Number) where known.
- A duplicate plan is required for all searches submitted directly to a local authority. The search may be returned if land/property cannot easily be identified.
- C. Enter name and/or mark on a plan any other roadways, footways and footpaths abutting the property (in addition to those entered in Box B) to which a reply to enquiry 2 is required.
- D. Details of fees can be obtained from the Council, your chosen NLIS channel or search provider.
- E. Box E is only to be completed when the replies to these enquiries are to be included in a Home Information Pack. Enter the name of the individual(s) and firms involved in the sale of the property.
- F. Enter the name and address/DX address of the person or company lodging or conducting this enquiry.

PLANNING AND BUILDING REGULATIONS

1.1. Planning and building decisions and pending applications

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

- (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 regulations approval
- (g) a building regulation completion certificate
- (h) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme

1.2. Planning designations and proposals

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

ROADS

2. Roadways, footways and footpaths

Which of the roads, footways and footpaths named in the application for this search (via boxes B and C) 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
- (d) to be adopted by a local authority without reclaiming the cost from the frontagers

OTHER MATTERS

3.1. Land required for public purposes

Is the property included in land required for public purposes?

3.2. Land to be acquired for road works

Is the property included in land to be acquired for road works?

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
- (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?

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
- (b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway
- (c) the outer limits of construction works for a proposed alteration or improvement to an existing road involving (i) construction of a roundabout (other than a mini roundabout) or (ii) widening by construction of one or more additional traffic lanes
- (d) the outer limits of (i) construction of a new road to be built by a local authority (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes
- (e) the centre line of the proposed route of a new road under proposals published for public consultation
- (f) the outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway (ii) construction of a roundabout (other than a mini roundabout) (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation

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?

3.6. Traffic schemes

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

- (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
- (l) bridge building

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 form?

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

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?

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
- (g) a listed building repairs notice
- (h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation
- (i) a building preservation notice
- (j) a direction restricting permitted development
- (k) an order revoking or modifying planning permission
- (l) an order requiring discontinuance of use or alteration or removal of building or works
- (m) a tree preservation order
- (n) proceedings to enforce a planning agreement or planning contribution

3.10. Conservation area

Do the following apply in relation to the property?

- (a) the making of the area a conservation area before 31 August 1974
- (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?

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
- (b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990
 - (i) a decision to make an entry
 - (ii) an entry
- (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

3.13. Radon gas

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

NOTES

- 1 References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments
- 2 The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying Council, but none of the Councils or their officers accept legal responsibility for an incorrect reply, except for negligence. Any liability for negligence will extend to the person who raised the enquiries and the person on whose behalf they were raised. It will also extend to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.

- 3 This Form should be read in conjunction with the guidance notes available separately
- 4 Area means any area in which the property is located
- 5 References to the Council include any predecessor Council and also any council committee, sub-committee or other body or person exercising powers delegated by the Council and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Council and County Council
- 6 Where relevant, the source department for copy documents should be provided



A duplicate plan is required for all searches submitted directly to a local authority. If submitted manually, this form must be submitted in duplicate. Please type or use BLOCK LETTERS

A.

Local authority name and address
 CRAVEN DISTRICT COUNCIL

 Council Offices
 Granville Street
 Skipton
 BD23 1PS

Search No:

Signed:

On behalf of:
 Local authority/private search company/ member of the public (indicate as applicable).

Dated:

B.

Address of the land/property-

UPRN(s):

Secondary name/number:

Primary name/number:

Street: MANOR CLOSE and CRAGG HILL ROAD

Locality/village:

Town: INGLETON

Postcode: LA6 3BF

C.

Optional enquiries (please tick as required)

- 4. Road proposals by private bodies
- 5. Public paths or byways
- 6. Advertisements
- 7. Completion notices
- 8. Parks and countryside
- 9. Pipelines
- 10. Houses in multiple occupation
- 11. Noise abatement
- 12. Urban development areas
- 13. Enterprise zones
- 14. Inner urban improvement areas
- 15. Simplified planning zones
- 16. Land maintenance notices
- 17. Mineral consultation areas
- 18. Hazardous substance consents
- 19. Environmental and pollution notices
- 20. Food safety notices
- 21. Hedgerow notices
- 22. Common land, town and village greens

D.

Fees
 £145.00 is enclosed/is paid by NLIS transfer (delete as applicable)

Signed: *[Signature]*
 Legal Officer, Craven DC

Dated: 6th April 2009

Reference: CF/JL/49/100

Telephone No: 01756 706233

Fax No:

E-Mail:

Notes

A. Enter name and address of appropriate Council. If the property is near a local authority boundary, consider raising certain enquiries (e.g. road schemes) with the adjoining Council.

B. Enter address and description of the property. Please give the UPRN(s) (Unique Property Reference Number) where known. A duplicate plan is required for all searches submitted directly to a local authority. The search may be returned if land/property cannot easily be identified.

C. Questions 1-3 appear on CON 29R Enquiries of local authority (2007).

D. Details of fees can be obtained from the Council, your chosen NLIS channel or search provider.

E. Enter the name and address/DX address of the person or company lodging or conducting this enquiry.

E.

Reply to
 LEGAL SERVICES (CHRISTINE FITZMAURICE)
 CRAVEN DISTRICT COUNCIL
 GRANVILLE STREET
 SKIPTON
 BD23 1PS

DX address:

ROAD PROPOSALS BY PRIVATE BODIES

4. What proposals by others, still capable of being implemented, have the Council approved for any of the following, the limits of construction of which are within 200 metres of the property?
- (a) the construction of a new road
 - (b) the alteration or improvement of an existing road, involving the construction, whether or not within existing highway limits, of a subway, underpass, flyover, footbridge, elevated road, dual carriageway, the construction of a roundabout (other than a mini roundabout) or the widening of an existing road by the construction of one or more additional traffic lanes

This enquiry refers to proposals by bodies or companies (such as private developers) other than the Council (and where appropriate the County Council) or the Secretary of State. A mini roundabout is a roundabout having a one-way circularity carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches

PUBLIC PATHS OR BYWAYS

- 5.1. Is any footpath, bridleway, restricted byway or byway open to all traffic which abuts on, or crosses the property, shown in a definitive map or revised definitive map prepared under Part IV of the National Parks and Access to the Countryside Act 1949 or Part III of the Wildlife and Countryside Act 1981?
- 5.2. If so, please mark its approximate route on the attached plan

ADVERTISEMENTS

Entries in the register

- 6.1. Please list any entries in the register of applications, directions and decisions relating to consent for the display of advertisements
- 6.2. If there are any entries, where can that register be inspected?

Notices, proceedings and orders

- 6.3. Except as shown in the official certificate of search:
- (a) has any notice been given by the Secretary of State or served in respect of a direction or proposed direction restricting deemed consent for any class of advertisement
 - (b) have the Council resolved to serve a notice requiring the display of any advertisement to be discontinued
 - (c) if a discontinuance notice has been served, has it been complied with to the satisfaction of the Council
 - (d) have the Council resolved to serve any other notice or proceedings relating to a contravention of the control of advertisements
 - (e) have the Council resolved to make an order for the special control of advertisements for the area

COMPLETION NOTICES

7. Which of the planning permissions in force have the Council resolved to terminate by means of a completion notice under s.94 of the Town and Country Planning Act 1990?

PARKS AND COUNTRYSIDE

Areas of outstanding natural beauty

- 8.1. Has any order under s.82 of the Countryside and Rights of Way Act 2000 been made?

National Parks

- 8.2. Is the property within a National Park designated under s.7 of the National Parks and Access to the Countryside Act 1949?

PIPELINES

9. Has a map been deposited under s.35 of the Pipelines Act 1962, or Schedule 7 of the Gas Act 1986, showing a pipeline laid through, or within 100 feet (30.48 metres) of the property?

HOUSES IN MULTIPLE OCCUPATION

10. Is the property a house in multiple occupation, or is it designated or proposed to be designated for selective licensing of residential accommodation in accordance with the Housing Act 2004?

NOISE ABATEMENT

Noise abatement zone

- 11.1. Have the Council made, or resolved to make, any noise abatement zone order under s.63 of the Control of Pollution Act 1974 for the area?

Entries in register

- 11.2. Has any entry been recorded in the noise level register kept pursuant to s.64 of the Control of Pollution Act 1974?
- 11.3. If there is any entry, how can copies be obtained and where can that register be inspected?

URBAN DEVELOPMENT AREAS

- 12.1. Is the area an urban development area designated under Part XVI of the Local Government, Planning and Land Act 1980?
- 12.2. If so, please state the name of the urban development corporation and the address of its principal office.

ENTERPRISE ZONES

13. Is the area an enterprise zone designated under Part XVIII of the Local Government, Planning and Land Act 1980?

INNER URBAN IMPROVEMENT AREAS

14. Have the Council resolved to define the area as an improvement area under s.4 of the Inner Urban Areas Act 1978?

SIMPLIFIED PLANNING ZONES

- 15.1. Is the area a simplified planning zone adopted or approved pursuant to s.83 of the Town and Country Planning Act 1990?
- 15.2. Have the Council approved any proposal for designating the area as a simplified planning zone?

LAND MAINTENANCE NOTICES

16. Have the Council authorised the service of a maintenance notice under s.215 of the Town and Country Planning Act 1990?

MINERAL CONSULTATION AREAS

17. Is the area a mineral consultation area notified by the county planning authority under Schedule 1 para 7 of the Town and Country Planning Act 1990?

HAZARDOUS SUBSTANCE CONSENTS

- 18.1. Please list any entries in the register kept pursuant to s.28 of the Planning (Hazardous Substances) Act 1990.
- 18.2. If there are any entries:
- (a) how can copies of the entries be obtained
 - (b) where can the register be inspected

ENVIRONMENTAL AND POLLUTION NOTICES

19. What outstanding statutory or informal notices have been issued by the Council under the Environmental Protection Act 1990 or the Control of Pollution Act 1974? (This enquiry does not cover notices under Part IIA or Part III of the EPA, to which enquiries 3.12 or 3.7 apply).

FOOD SAFETY NOTICES

20. What outstanding statutory notices or informal notices have been issued by the Council under the Food Safety Act 1990 or the Food Hygiene Regulations 2006?

HEDGEROW NOTICES

- 21.1. Please list any entries in the record maintained under regulation 10 of the Hedgerows Regulations 1997.
- 21.2. If there are any entries:
- (a) how can copies of the matters entered be obtained
 - (b) where can the record be inspected

COMMON LAND, TOWN AND VILLAGE GREENS

- 22.1. Is the property, or any land which abuts the property, registered common land or town or village green under the Commons Registration Act 1965 or the Commons Act 2006?
- 22.2. If there are any entries, how can copies of the matters registered be obtained and where can the register be inspected?

NOTES

- (1) References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments
- (2) The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying Council, but none of the Councils or their officers accept legal responsibility for an incorrect reply, except for negligence. Any liability for negligence will extend to the person who raised the enquiries and the person on whose behalf they were raised. It will also extend to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so

- (3) This Form should be read in conjunction with the guidance notes available separately
- (4) Area means any area in which the property is located
- (5) References to the Council include any predecessor Council and also any council committee, sub-committee or other body or person exercising powers delegated by the Council and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Council and County Council
- (6) Where relevant, the source department for copy documents should be provided

Commercial Drainage and Water Enquiry

Responses to a drainage and water enquiry for commercial premises or development sites.

This report is NOT HIP compliant and is not to be used for Home Information Pack purposes

The information in this document refers to: -

Property: Land adjoining 1 Manor Close Ingleton LA6 3BF

This document was produced by: -

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

Telephone 0870 7510101

Facsimile 0870 7510102

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

DX 719690 Wigan 8

For any queries relating to this report please e-mail or write to our Customer Liaison Team at the above address quoting United Utilities' Reference Number: 599173

This document was ordered by: -

Client Craven District Council

Address Council Offices

Granville Street

Skipton

North Yorkshire

BD23 1PS

Client Ref: Christine Fitzmaurice

FAO:

The following records held by United Utilities Water PLC, Haweswater House, Lingley Mere Business Park, Lingley Green Avenue, Great Sankey, Warrington, WA5 3LP were searched in compiling this report:-
The Map of Public Sewers, Adoption of Public Sewer records, Building over Public Sewer records and the Register of Properties subject to Internal Foul Flooding.

Also the following records held by Yorkshire Water Services Limited, Western House, Western Way, Halifax Road, Bradford, BD6 2SZ:-
The Map of Waterworks, Adoption of Public Water Mains records, Water and Sewerage billing records, the Register of Properties subject to Poor Water Pressure and the Drinking Water Register.

United Utilities Property Searches is responsible in respect of the following: -

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

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

Received Date 09/04/2009 Response Date 21/04/2009

**Question
Number****Q 1 Interpretation of Drainage and Water Enquiry****Answer Appendix 1 of this report contains definitions of terms and expressions used in the report.**

Informative Not Applicable

Q 2 Enquiries and Responses**Answer The records were searched by Liz Bywater of United Utilities who has no, nor likely to have, any personal or business relationship with any person involved in the sale of the property.****This search report was prepared by Liz Bywater of United Utilities who has no, nor likely to have, any personal or business relationship with any person involved in the sale of the property.****The water main records were searched by Lee Thompson at Yorkshire Water who has no, nor likely to have, any personal or business relationship with any person involved in the sale of the property.**

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

Commercial Drainage and Water Search Complaint Procedure

United Utilities Water PLC offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made by telephone, in writing or by e-mail.

As a minimum standard United Utilities will:-

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

**Question
Number**

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

Answer **A copy of an extract of the public sewer map is included, showing the public sewers, disposal mains and lateral drains in the vicinity of the property.**

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

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

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

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

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

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

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

Answer **This enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.**

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

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

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

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

**Question
Number**

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

Answer This enquiry appears to relate to a plot of land or a recently built property. It is recommended that drainage proposals are checked with the developer.

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

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

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

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

**Question
Number**

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

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

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

The presence of a public sewer running within the boundary of the property may restrict further development. The Sewerage Undertaker has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the Sewerage Undertaker or its contractors needing to enter the property to carry out work.

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

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

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

Answer The public sewer map 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 near to a building within the property.

Informative The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer.

The measure is estimated from the Ordnance Survey record, between the building(s) within the boundary of the property and the nearest public sewer.

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

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

**Question
Number**

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

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

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

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

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

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

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

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

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

**Question
Number**

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

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

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

Informative Not Applicable

Q 13 Is the property connected to mains water supply?

Answer This enquiry relates to a plot of land or a recently built property. It is recommended that the water supply proposals are checked with the developer.

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

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

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

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

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

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

Answer Records indicate that this enquiry relates to a plot of land or a recently built property.

Informative Water and Sewerage Undertakers' full charges are set out in their charges schemes which are available from the relevant Undertaker free of charge upon request.

The Water Industry Act 1991 Section 150, The Water Resale Order 2001 provides protection for people who buy their water or sewerage services from a person or company instead of directly from a Water or Sewerage Undertaker. Details are available from the Office of Water Services (OFWAT) Web Site: www.ofwat.gov.uk.

**Question
Number**

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

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

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

Q 17 Is a surface water drainage charge payable?

Answer Records confirm that a surface water drainage charge is not payable for the property.

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

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

Answer Records indicate that the property is not served by a water meter.

Informative Where the property is not served by a meter and the customer wishes to consider this method of charging they should contact:

Yorkshire Water Services Limited, PO Box 52, Bradford, BD3 7YD, Tel; 0845 1242424, Internet; www.yorkshirewater.com

**Question
Number**

Q 19 Who bills the property for sewerage services?

Answer The property is not billed for sewerage services.

Informative Not applicable

Q 20 Who bills the property for water services?

Answer The property is not billed for water services.

Informative Notification of the change of occupancy on completion of sale should be made to this address.

Q 21 Is the property, or part of the property, at risk of internal foul flooding due to overloaded public sewers?

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

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

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

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

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

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

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

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

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

**Question
Number****Q 22** **Is the property at risk of receiving low water pressure or flow?****Answer** **Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.****Informative** The boundary of the property has been determined by reference to the Ordnance Survey record.

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

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

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

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

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

Allowable exclusions:

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

Abnormal demand:

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

Planned maintenance:

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

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

One-off incidents:

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

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

Low pressure incidents of short duration:

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

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**Question
Number**

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

Answer The analysis records confirmed that tests failed to meet the standards of the 2000 Regulations or the 2001 Regulations in relation to another substance or substances and a report is attached.

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

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

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

Water quality is normally tested at the tap used for public consumption, usually in the kitchen.

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

The Water Undertaker carries out a monitoring programme to establish water quality that includes random sampling from 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 private distribution system.

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

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

**Question
Number**

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

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

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

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

Answer The nearest Sewage Treatment Works is 0.49 miles West of the property. The name of the Sewage Treatment Works is INGLETON WWTW.

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

**Question
Number**

Q 26 **Is there a current trade effluent charge being levied on this property?**

Answer **There is no record of a Trade Effluent charge being levied in respect of the property. To obtain a Consent contact The Regulatory Controller Trade Effluent on 0845 746 2200.**

Informative The owner/occupiers of Trade Premises do not have the right to discharge Trade Effluent to the public wastewater network. Any Trade Effluent Discharge Consent will be issued under Section 118 of the Water Industry Act 1991 and will be subject to conditions set by the Sewerage Undertaker.

Generally these conditions are to ensure:

- a) The Health and Safety of staff working within the wastewater network and at wastewater treatment plants.
- b) The apparatus of the wastewater network is not damaged.
- c) The flow of the contents of the wastewater network is not restricted.
- d) Equipment, plant, and processes at treatment works are not disrupted or damaged.
- e) Treatment of sewage sludge is not impeded and sludges are disposed of in an environmentally friendly manner.
- f) Final effluent discharge from wastewater treatment plants has no impact on the environment or prevents the receiving waters from complying with EC Directives.
- g) Potential damage to the environment via storm water overflows is minimised.

Disputes between an occupier of a Trade Premise and the Sewerage Undertaker can be referred to the Director General of Water Services (OFWAT).

Protecting Public Sewers - Discharges Section 111 of the Water Industry Act 1991, places prohibition on the discharge of the following into a public sewer, drain or a sewer that communicates with a public sewer.

- i) Any matter likely to injure the sewer or drain, to interfere with the free flow of its contents or to affect prejudicially the treatment or disposal of its contents.
- ii) Any chemical refuse or waste steam or any liquid of temperature higher than 110 degrees Fahrenheit.
- ii) Any petroleum spirit or carbide of calcium.

On summary conviction offences under this Section carry a fine not exceeding the statutory maximum or a term of imprisonment not exceeding two years, or both.

Q 27 **Is there an Easement affecting the above property?**

Answer **There is no record of an Easement affecting this property.**

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.

Received Date 09/04/2009 Response Date 21/04/2009

Appendix 2

DRAINAGE AND WATER ENQUIRY

TERMS AND CONDITIONS

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

Definitions

'Company' means United Utilities Water PLC who produces the Report
'Order' means any request completed by the Customer requesting the Report.

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

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

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

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

Agreement

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

The Customer and Client agree that the placing of an Order for a Report indicates their acceptance of these terms.

The Report

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

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

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

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

2.4 The Report provides information as to the location & connection of existing services and should not be relied on for any other purpose. The Report may contain opinions or general advice to the Customer and the Client and The Company cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.

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

Liability

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

3.1 Where a report is requested for an address falling within a geographical area where two different Companies separately provide Water and Sewerage Services, then it shall be deemed that liability

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

3.2 The Report is produced for use in relation to commercial premises, commercial developments of domestic properties or commercial properties for intended occupation by third parties and the Company's entire liability in respect of all causes of action arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £2,000,000.

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

Copyright and Confidentiality

4. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. 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 or the Client except to the extent expressly provided

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

4.2 The Customer and Client 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.

4.3 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.

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

Payment

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

General

6. 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.

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

6.2 Nothing in this notice shall in any way restrict the Customer or Clients statutory or any other rights of access to the information contained in the Report.

Yorkshire Water

Water Quality failure report for Yorkshire Water's water quality supply zone Skipton/Craven 2004 (4805003)

The following samples failed during the calendar year ending 31/12/2006: -

Parameter Tested	No. of Samples Taken	No. of Samples Failed
Coliform Bacteria	144	2
Iron	52	1

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

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

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

Key facts on water quality

Here are some key facts on substances many customers are particularly concerned about.

Lead

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

Hardness

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

Aluminium

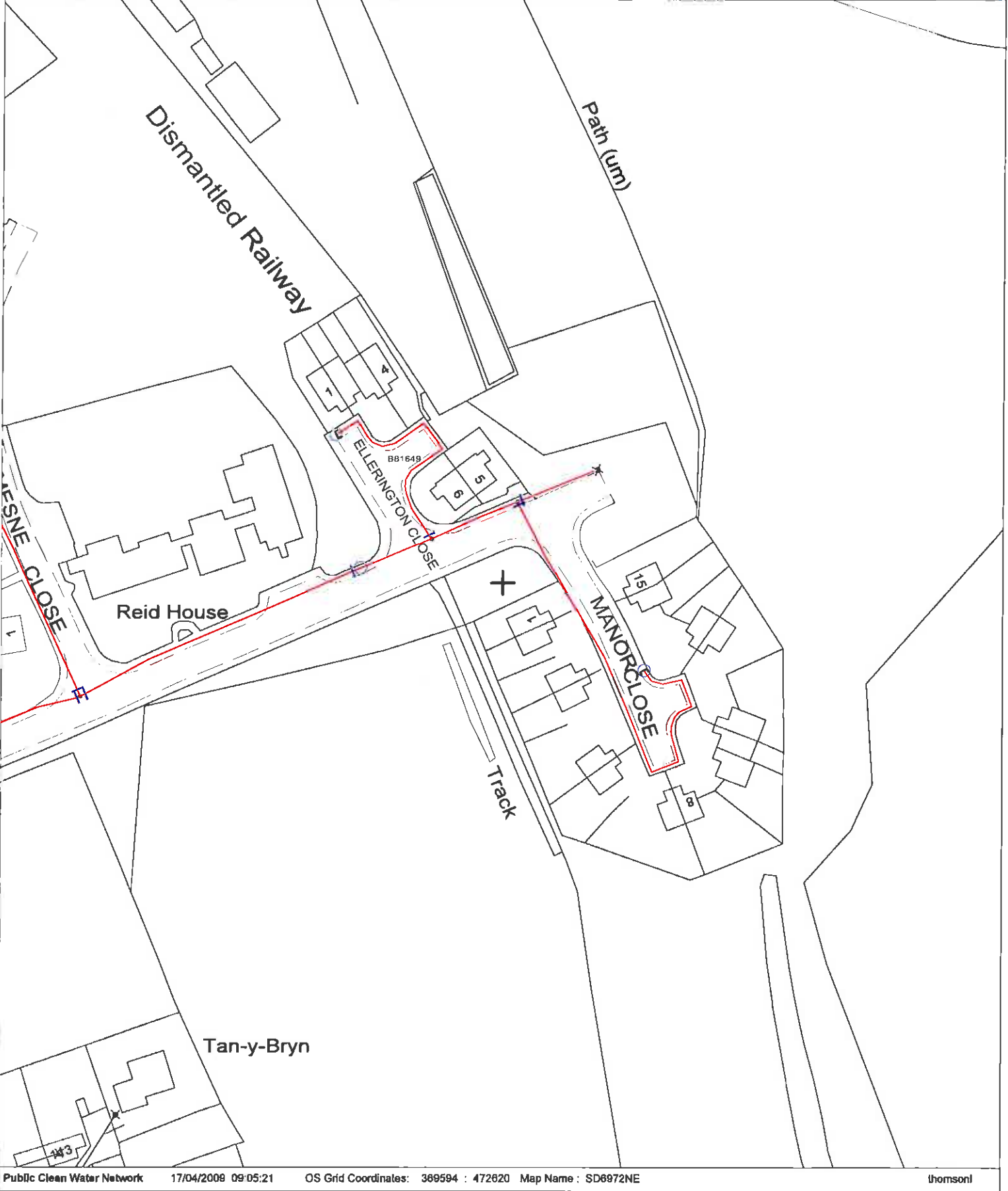
Aluminium is present widely in the environment and exists naturally in lakes, rivers and reservoirs. It is also used at some water treatment works to remove impurities and harmful micro organisms. Any aluminium is removed at a later stage of the treatment process. The 200 µg/l standard for aluminium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

Coliform bacteria

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













Iron and Manganese

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









Public Clean Water Network 17/04/2008 09:05:21 OS Grid Coordinates: 389594 : 472620 Map Name : SD6872NE thomsonl

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