

Auction Pack Index

71-73 Yarmouth Road Norwich NR7 0AA

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## **SPECIAL CONDITIONS OF SALE**

### **GUY WILLIAM BUTTRESS GOWING AND FRANCIS NORMAN DAVEY**

#### **Sale of 71-73 Yarmouth road Norwich NR7 0AA**

1. The Property is known as 71-73 Yarmouth road Norwich NR7 0AA and shown edged red on the plan annexed hereto and registered at the Land Registry under title number NK374842 ("the Property").
2. The Sellers are Guy William Buttress Gowing and Francis Norman Davey and they shall transfer the Property with full title guarantee in accordance with the transfer attached hereto.
3. The Property is sold subject to the following conditions and to the conditions known as the Standard Commercial Property Conditions (3<sup>rd</sup> Edition) so far as the latter conditions are not inconsistent with the following conditions.
4. The Seller's solicitors are Cozens-Hardy LLP of Castle Chambers, Opie Street, Norwich, NR1 3DP. Tel: (01603) 625231. (Reference: JFB)
5. Immediately following the sale of the Property the Buyer shall pay a deposit of 10% of the purchase price to the Seller's solicitors as agents for the Seller and the Buyer shall sign the Memorandum of Sale.
6. The Completion Date shall be 18 December 2019.
7. The Property is sold with all faults and defects whether of condition or otherwise and neither the Seller nor its agents are responsible for any such faults or defects or, for any statements contained in the Particulars of the Property as prepared by the agents.
8. The Buyer hereby acknowledges that he has not entered into the Contract in reliance upon any of the said statements and that he has satisfied himself as to the correctness of each of the said statements by inspection or otherwise and that no warranty or representation has been made by the Seller or its agents in relation to or in connection with the Property.
9. The prescribed rate of interest is 4% above Lloyds Bank plc base rate for the time being in force.
10. The Property is sold subject to all Town Planning Schemes development plans and notices of the local or any other competent authority whatsoever affecting the same and whether registerable as local land charges or not and whether made before or after the date hereof.
11. On completion the Buyer will reimburse the Seller the sum of £288.00 being the cost of a Local Authority Search, Water and Drainage Search and Chancel search.
12. Standard Condition 2 shall be deleted.
13. If any VAT is chargeable on any supply made by the Seller the Buyer will pay the Seller an amount equal to that VAT as additional consideration on completion.

14. The Property is sold together with the benefit of and subject to the incumbrances and the other matters contained or referred to in the title deduced and Standard Conditions 4.1.1 and 4.1.2 are amended accordingly.
15. The title as deduced and all matters contained or referred to therein shall be deemed to have been accepted by the Buyer and Standard Conditions 7.1.1 shall not apply thereto.
16. The Property is further sold subject to:-
17. The lease dated 09 July 2019 and made between **GUY WILLIAM BUTTRESS GOWING** and **FRANCIS NORMAN DAVEY** (1) **SARAH BOYLE** (2) and **LEONARD GEORGE WINGFIELD-OLIVER** (3) and the Lease dated 30 November 2013 and made between **GUY WILLIAM BUTTRESS GOWING** and **FRANCIS NORMAN DAVEY** (1) and **DAVID PETER JEWELL** and **AMADA NOLAN** (2) (“the Leases”) and all rights and obligations arising by virtue of them
  - 17.1 The presence of any third party chattels
  - 17.2 The matters set out in the First Schedule

## **FIRST SCHEDULE**

### **Terms relating to the Leases**

- 1. Recovery of arrears**
  - 1.1 In this paragraph “Arrears” means all arrears of rent licence fees service charges insurance rent and all other sums of whatsoever nature payable to the Seller as landlord under any of the Leases and outstanding at the Completion Date .
  - 1.2 On Completion the Buyer will pay to the Seller an amount equal to the all Arrears

The electronic official copy of the register follows this message.

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





## Official copy of register of title

Title number NK374842

Edition date 21.05.2014

- This official copy shows the entries on the register of title on 23 OCT 2019 at 12:32:16.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 Oct 2019.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Kingston Upon Hull Office.

### A: Property Register

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

NORFOLK : BROADLAND

- 1 (28.05.2008) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 71-73 Yarmouth Road, Norwich (NR7 0AA).
- 2 (28.05.2008) The registered proprietor claims that the land has the benefit of a right of way on foot and with vehicles over and along Chapel Lane at all times and for all purposes. The right claimed is not included in this registration. The claim is supported by statutory declaration(s) dated 28 March 2008 by Carolyn Ann Denham.

*NOTE: Copy statutory declaration(s) filed.*

- 3 (28.05.2008) The land has the benefit of the rights granted by but is subject to the rights reserved by a Conveyance of the land in this title dated 13 August 1982 made between (1) Harold Rout and (2) David Harrison and June Louise Harrison.

*NOTE: Copy filed.*

### 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 (28.05.2008) PROPRIETOR: GUY WILLIAM BUTTRESS GOWING and FRANCIS NORMAN DAVEY of 34-36 Prince Of Wales Road, Norwich, Norfolk NR1 1LH.
- 2 (28.05.2008) The price stated to have been paid on 21 April 2008 was £245,000.
- 3 (28.05.2008) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

Title number NK374842

## B: Proprietorship Register continued

- 4 (28.05.2008) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any future registered charge, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 21 April 2008 in favour of National Westminster Bank Plc referred to in the Charges Register.

## C: Charges Register

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

- 1 (28.05.2008) REGISTERED CHARGE dated 21 April 2008.
- 2 (28.05.2008) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of PO Box 2420, 149 Preston Road, Brighton BN1 6BN.

End of register

**These are the notes referred to on the following official copy**

Title Number NK374842

The electronic official copy of the document follows this message.

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

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



SEQ164

DATED 13th August 1982

H. ROYD ESQ.

- to -

D. HARRISON ESQ. and  
MRS. J. L. HARRISON

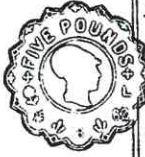
# Donkeyance

- of -

71 and 73 Yarmouth Road, Thorpe  
Saint Andrew, Norwich in the  
County of Norfolk

Woolsey & Woolsey  
61, The Close  
Norwich, Norfolk





# This Conveyance

L. H. Gordon, Management Services, Norwich

INLAND REVENUE  
PROCESSED  
25 AUG. 1982  
FINANCE ACT 1931

is made the Thirtieth day  
of August One

thousand nine hundred and eighty two B E T W E E N HAROLD ROUF of 73 Yarmouth Road Thorpe Saint Andrew Norfolk (hereinafter called "the Vendor") of the one part and DAVID HARRISON of 44 Grove Avenue New Costessey Norfolk and his wife JUNE LOUISE HARRISON of the same address (hereinafter called "the Purchasers") of the other part

### WHEREAS :-

- (1) The Vendor is seized of the property hereinafter described for an estate in fee simple in possession free from incumbrances \_\_\_\_\_
- (2) The Vendor has agreed with the Purchasers for the sale to them of the said property for the said estate at the price of Forty seven thousand pounds and it has been agreed that the same shall be vested in them as joint tenants in manner appearing \_\_\_\_\_

### NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the sum of Forty seven thousand pounds paid by the Purchasers to the Vendor out of monies belonging to them in a joint account (the receipt whereof the Vendor hereby acknowledges) the Vendor as Beneficial Owner hereby conveys to the Purchasers ALL THAT freehold double fronted shop and dwellinghouse known as 71 and 73 Yarmouth Road Thorpe St. Andrew Norfolk TOGETHER WITH the garage outbuildings and gardens belonging thereto (hereinafter called "the Property") as the same is for the purpose of identification only edged red on the plan attached hereto and TOGETHER WITH the right to use the drain or sewer now laid upon the adjoining property retained by the Vendor and edged blue on the said plan the approximate position of the said drain or sewer being marked in green on the said plan and freely to run and pass water and soil through and along the same AND TOGETHER ALSO WITH the right to enter upon the said adjoining property of the Vendor for the purposes of repairing renewing or replacing the said drain or sewer upon making good any damage caused to the said property thereby AND TOGETHER ALSO WITH the right of support and protection for the Property by all parts of the said adjoining property of the Vendor so far as they now support and protect the same AND TOGETHER ALSO WITH AND SUBJECT TO all other rights and easements including rights of way over Chapel Lane to and from Yarmouth Road aforesaid as legally affect or belong to the Property TO HOLD the same unto the Purchasers in fee simple as beneficial joint tenants \_\_\_\_\_

### 2. THE Purchasers agree that:-

- (a) They are joint tenants in equity \_\_\_\_\_
- (b) The trustees for sale of the Property shall have powers to deal with it equal to those of a sole beneficial owner \_\_\_\_\_
- (c) The survivor of the Purchasers shall become the sole legal and beneficial owner of the Property and any person dealing with the survivor may assume this unless a notice to the contrary appears on this deed \_\_\_\_\_



3. IT is hereby agreed and declared:

(a) That the walls separating the Property from the said adjoining property of the Vendor shall be deemed to be party walls and the rights and liabilities of the parties and their successors in title in respect thereof shall be in accordance with Section 38 (1) of the Law of Property Act 1925 The said walls and any gutters and drainpipes which serve the said two properties shall be maintained and repaired at the joint expense of the owners and occupiers for the time being of the said properties

(b) That the said drain and sewer shall be repaired and maintained at the joint and equal expense of the respective owners from time to time of the Property and the said adjoining property of the Vendor

4. THE Vendor hereby acknowledges the right of the Purchasers to production of the documents specified in the schedule hereto and to delivery of copies thereof

I N W I T N E S S whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

THE SCHEDULE

Date	Document	Parties
1963 June 17th	CONVEYANCE	Stanley William Stathan (1) Peter William Dash (2)
1963 June 17th	LEGAL CHARGE	P. W. Dash (1) S. W. Stathan (2)
1967 October 26th 1	CONVEYANCE	P. W. Dash (1) Harold Rout (2)
1967 October 26th	MORTGAGE (with receipt endorsed)	H. Rout & David John Rout (1) H. Rout (2) D. J. Rout (3) Eagle Star Insurance Co Ltd (4)
1970 September 22nd	LEGAL CHARGE (with receipt endorsed)	H. Rout Irene Molly Rout and (1) D. J. Rout (2) H. Rout (3) Barclays Bank Limited (3)

SIGNED SEALED AND DELIVERED by the said HAROLD ROUT in the presence of:-

*David C. Walsby*  
718 SOUTH QUAY,  
GREAT YARMOUTH.

*H. Rout*

SIGNED SEALED AND DELIVERED by the said DAVID HARRISON in the presence of:-

*Robert  
Solicitor  
Norwich*

*David Harrison*

SIGNED SEALED AND DELIVERED by the said JUNE LOUISE HARRISON in the presence of:-

*June L. Harrison*

*June L. Harrison*



**These are the notes referred to on the following official copy**

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

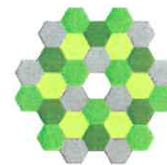
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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

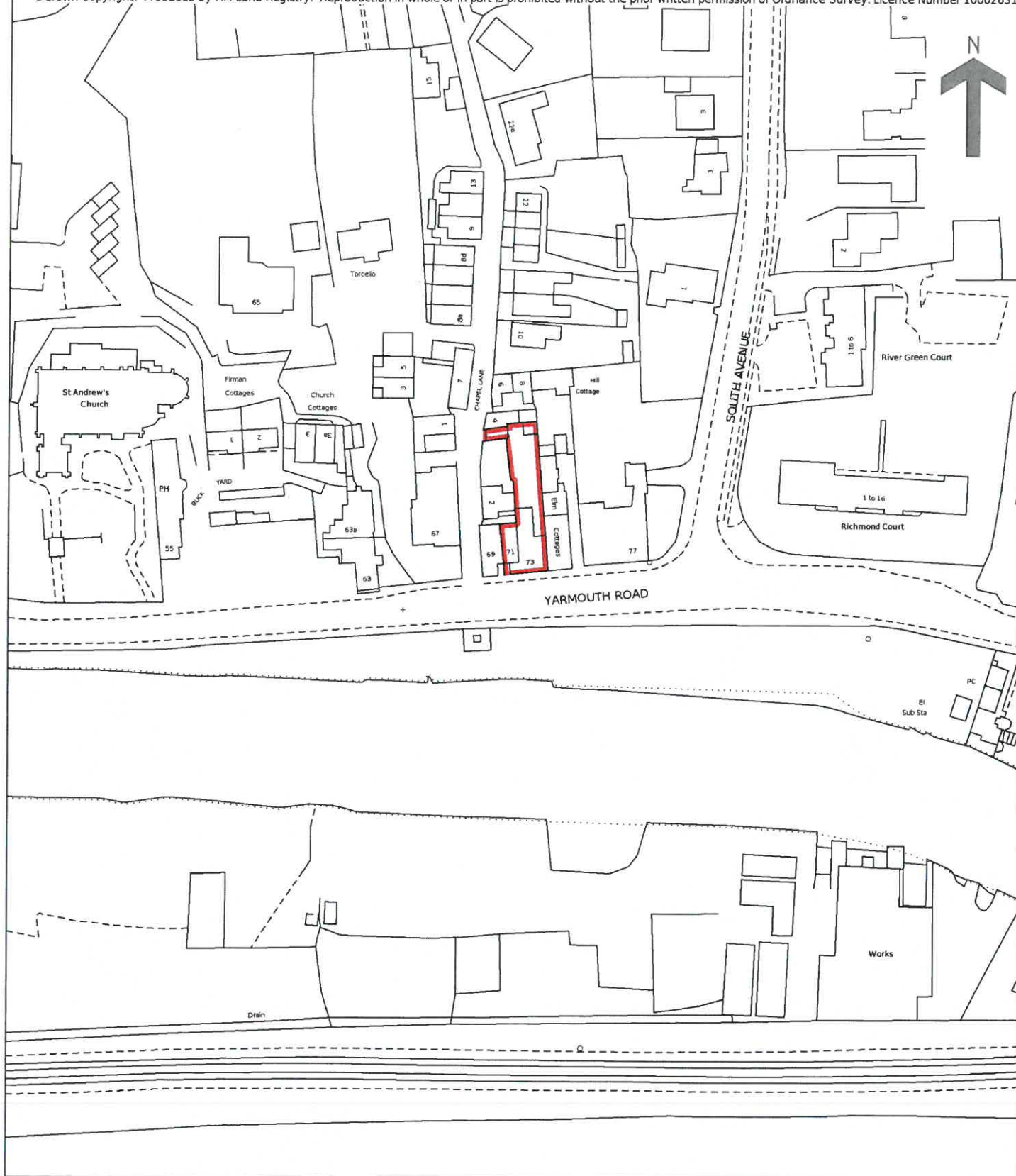
This official copy is issued on 23 October 2019 shows the state of this title plan on 23 October 2019 at 12:32:16. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Kingston Upon Hull Office .





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# Flood map for planning

Your reference  
**GWBG**

Location (easting/northing)  
**626178/308412**

Created  
**21 Oct 2019 17:25**

**Your selected location is in flood zone 1, an area with a low probability of flooding.**

## **This means:**

- you don't need to do a flood risk assessment if your development is smaller than 1 hectare and not affected by other sources of flooding
- you may need to do a flood risk assessment if your development is larger than 1 hectare or affected by other sources of flooding or in an area with critical drainage problems

## **Notes**

The flood map for planning shows river and sea flooding data only. It doesn't include other sources of flooding. It is for use in development planning and flood risk assessments.

This information relates to the selected location and is not specific to any property within it. The map is updated regularly and is correct at the time of printing.

The Open Government Licence sets out the terms and conditions for using government data.  
<https://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/>

## Flood map for planning

Your reference

**GWBG**

Location (easting/northing)

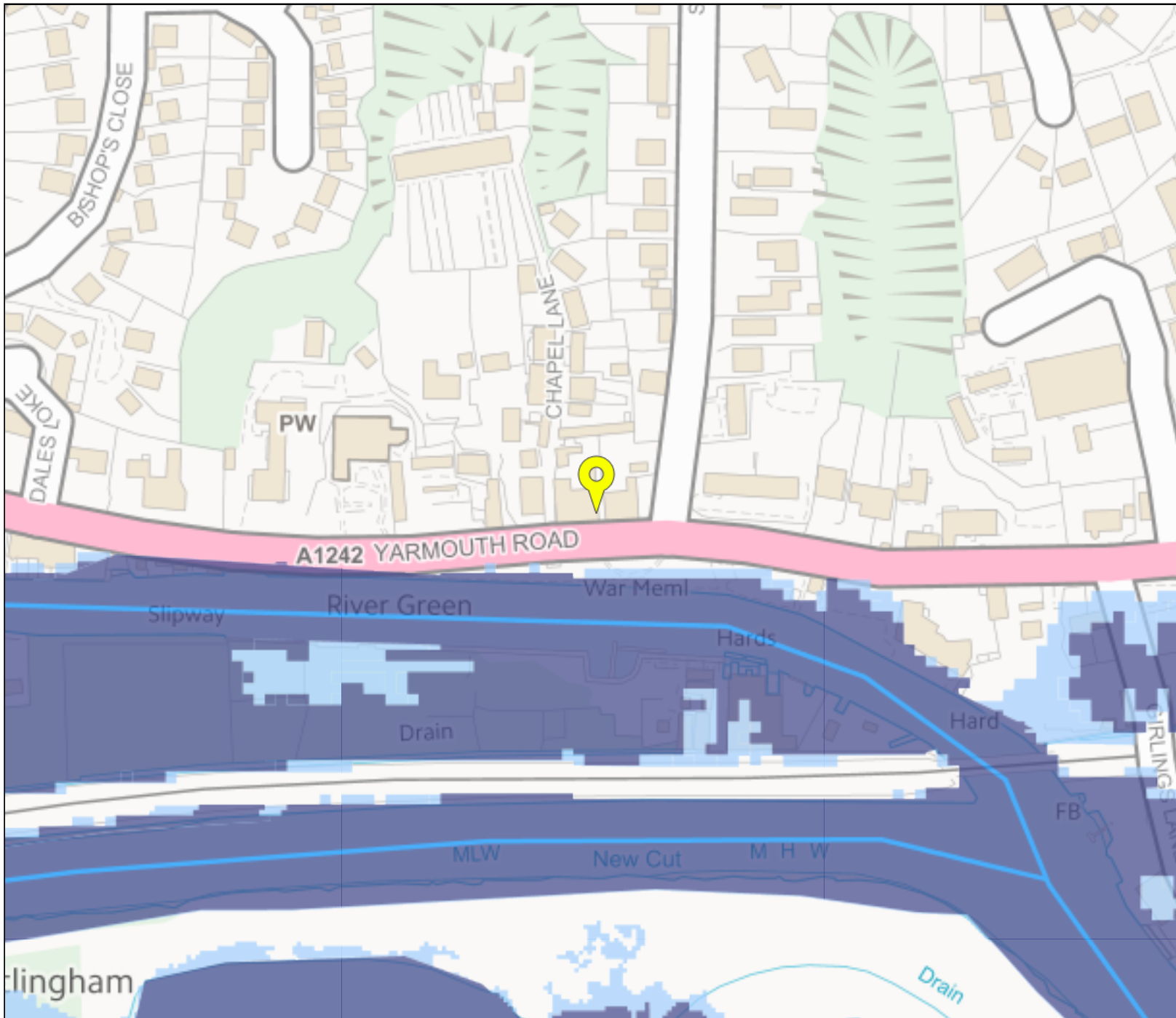
**626178/308412**








Scale

**1:2500**

Created

**21 Oct 2019 17:25**



-  Selected point
-  Flood zone 3
-  Flood zone 3: areas benefiting from flood defences
-  Flood zone 2
-  Flood zone 1
-  Flood defence
-  Main river
-  Flood storage area

0 20 40 60m



Local Land Charges Department  
Broadland District Council  
Thorpe Lodge  
1 Yarmouth Road  
Thorpe St Andrew  
Norwich  
NR7 0DU

Telephone: 01603 430586  
Email: [landcharges@broadland.gov.uk](mailto:landcharges@broadland.gov.uk)  
Website: [www.broadland.gov.uk](http://www.broadland.gov.uk)

Cozens Hardy LLP  
Castle Chambers  
Opie St  
Norwich  
NR1 3DP

#### FEES EFFECTIVE FROM 1 APRIL 2019:-

Full Search (Residential and Commercial) (CON 29 & LLC1)	£132.00
CON 29 (O) Questions (per question)	£20.40*
Additional Enquiries (per question)	£20.40*
Additional Parcels Of Land	£20.20
LLC1 Only	£24.00 (no VAT)
CON29 Only (Residential and Commercial)	£108.00

\* If these questions are requested on their own without a full search request there will be an additional £24.00 administration charge added to the £20.40.

We are unable to cancel/return Local Land Charges Searches once they have been booked onto our system which is the same day we receive them in the post or online (NLIS).

IF YOUR PROPERTY IS WITHIN THE BROADS AUTHORITY EXECUTIVE AREA YOU ARE STRONGLY ADVISED TO ENQUIRE OF THE BROADS AUTHORITY IF THEY ARE AWARE OF ANY MATTERS AFFECTING THE PROPERTY.

#### CONTACT DETAILS & COPYING CHARGES

##### Planning Control:

Copies of Planning Decisions and Legal Agreements are available to download from our website [www.broadland.gov.uk](http://www.broadland.gov.uk). Alternatively email [planning@broadland.gov.uk](mailto:planning@broadland.gov.uk) for copies and the following charges will apply.  
Copy of Planning Notices: Decision Notices/S.52/S.106/Deed of Variation etc £7.00 per document (VAT not payable)  
Historical Data Retrieval: First two hours £59.20 thereafter £29.70 per hour or part thereof.  
Tel No: 01603 430509 or Email: [planning@broadland.gov.uk](mailto:planning@broadland.gov.uk)

##### Conservation:

If you require a copy of a Tree Preservation Order please contact the Conservation department at Broadland District Council.  
Tel No: 01603 430560 or Email: [conservation@broadland.gov.uk](mailto:conservation@broadland.gov.uk)

##### CNC Building Control:

South Norfolk House, Cygnet Court, Long Stratton, NR15 2XE  
For further information please contact; Tel: (01508) 535300 or Email: [enquiries@cncbuildingcontrol.gov.uk](mailto:enquiries@cncbuildingcontrol.gov.uk)

Broads Authority, Yare House, 62-64 Thorpe Road, Norwich, Norfolk, NR1 1RY Tel: (01603) 610734



**REGISTER OF LOCAL LAND CHARGES  
OFFICIAL CERTIFICATE OF SEARCH**

<b>Enquirer:</b>	Cozens Hardy LLP Castle Chambers Opie St Norwich NR1 3DP	<b>Official Number:</b>	2019/01932
		<b>Dated</b>	11/11/2019

**Requisition for Search:** An official search is required in the register of local land charges kept by the below-named registering authority for subsisting registrations against the land described below.

**Registering Authority:** Broadland District Council

**Search Address:** 71 - 73 Yarmouth Road  
Thorpe St Andrew  
NR7 0AA

**Official Certificate of Search**

It is hereby certified that the search requested above reveals the 2 registration(s) described in the Schedule(s) hereto up to and including the date of this Certificate.

Mr P Courtier  
Director of Place

**Date:** 11/11/2019



### Part 3 - Planning Charges

Planning (Listed Buildings & Conservation Areas) Act 1974 - Conservation Area

Conservation Area Name: Thorpe St. Andrew (Part Broadland)

Dated: 01/03/1977

Date Of Registration: 01/03/1977

Reviewed and amended on 17th December 2007

**Originating Authority**

Broadland District Council

**Place where relevant documents may be inspected**

Broadland District Council (Thorpe Lodge,1 Yarmouth Road,Thorpe St Andrew,NR7 0DU)

**Date of Registration**

01 March, 1977

**20071819**

Development Address: 71-73 Yarmouth Road,Thorpe St Andrew

Decision: Full Approval - 15/02/2008

Development Description: Change of Use of Retail Shop (Use Class A1) to Estate Agency (Use Class A2)

**Originating Authority**

Broadland District Council

**Place where relevant documents may be inspected**

Broadland District Council (Thorpe Lodge,1 Yarmouth Road,Thorpe St Andrew,NR7 0DU)

**Date of Registration**

15 February, 2008



## PLANNING HISTORY SCHEDULE.

<b>Application Number</b>	841455
<b>Development Location</b>	73 Yarmouth Road Thorpe St Andrew.
<b>Development Description</b>	Two Advertising Non-retractable Window Blinds
<b>Decision Date</b>	07/08/1984
<b>Decision</b>	Refusal

<b>Application Number</b>	20071819
<b>Development Location</b>	71-73 Yarmouth Road, Thorpe St Andrew
<b>Development Description</b>	Change of Use of Retail Shop (Use Class A1) to Estate Agency (Use Class A2)
<b>Decision Date</b>	15/02/2008
<b>Decision</b>	Full Approval



Law Society CON29 Enquiries of Local Authority (2016)

THE FOLLOWING REPLIES TO THE ENQUIRIES PRINTED ON THE FORM CON29(2016)  
ARE SUBJECT TO THE NOTES AT THE FOOT OF THE FORM

Property Address: 71 - 73 Yarmouth Road, Thorpe St Andrew, NR7 0AA

**1.01(a) Planning permission**

1.01(a) See attached Schedule of Planning Applications and Decisions

For copies of documents, please see addendum for the contact details of relevant departments

**1.01(b) a listed building consent**

1.01(b) None

**1.01(c) a conservation area consent**

1.01(c) None

**1.01(d) a certificate of lawfulness of existing use or development**

1.01(d) None

**1.01(e) a certificate of lawfulness of proposed use or development**

1.01(e) None

**1.01(f) a certificate of lawfulness of proposed works for listed buildings**

1.01(f) None

**1.01(g) a heritage partnership agreement**

1.01(g) None

**1.01(h) a listed building consent order**

1.01(h) None

**1.01(i) a local listed building consent order**

1.01(i) None

**1.01(j) building regulations approval**

1.01(j) 73 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0AA

FP1998/0621/BDC Internal alterations to provide cloakroom. Conditional approval 01/09/1998.

71 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0AA

None

**1.01(k) a building regulation completion certificate and**

1.01(k) 73 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0AA

FP1998/0621/BDC Internal alterations to provide cloakroom. Completion Certificate issued 23/10/1998.

71 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0AA

None

**1.01(l) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?**





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1.01(l) 73 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0AA

NICEIC\_9700585 Install a replacement consumer unit. Completed 19/09/2014  
103883364 Installed a gas boiler. CORGI. Completed 08/06/2008.

71 Yarmouth Road, Thorpe St Andrew, Norwich, Norfolk, NR7 0AA

None

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**1.02 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?**



1.02

The site is within the area of the 'Broadland Local Plan' which includes the: Joint Core Strategy for Broadland, Norwich and South Norfolk' (JCS) (Adopted) (2011) (2014), Development Management DPD (Adopted) (2015), Site Allocations DPD (Adopted) (2016), and Old Catton, Sprowston, Rackheath, Thorpe St Andrew Growth Triangle AAP Adopted (2016). Neighbourhood Plans - Some parishes have adopted (or are in the process of adopting) a Neighbourhood Plan. Once adopted, these form part of the Development Plan for the district. For more information please check the Council's website on [https://www.broadland.gov.uk/info/200164/neighbourhood\\_plans/403/areas\\_with\\_adopted\\_neighbourhood\\_plans](https://www.broadland.gov.uk/info/200164/neighbourhood_plans/403/areas_with_adopted_neighbourhood_plans)

The policies within these documents that apply to the district as a whole should be considered, however the policies most likely to be relevant to this locality are:

Joint Core Strategy (DPD) Relevant Policies:

Area Wide Policies 1-8 within the JCS apply across the plan area. These include the provision for development in the settlement. In addition, Policies 9-17 describe the Settlement Hierarchy for Parishes in the District.

Development Management (DPD) Policies:

GC2 - SITE WITHIN SETTLEMENT LIMIT

TS6 - SITE WITHIN AIRPORT SAFEGUARDING BOUNDARY

SITE WITHIN NORWICH POLICY AREA

Adopted Neighbourhood Plan

NO

Site Allocations (DPD) Relevant Policies:

NONE

EN2 LANDSCAPE - CONSERVATION AREA

RS1 DISTRICT COMMERCIAL AND LOCAL CENTRES

Growth Triangle Area Action Plan AAP (Adopted) (2016) Policies:

NONE

Other policies throughout the Growth Triangle Area Action Plan may also affect the property. Further information (if required) can be obtained from the Spatial Planning Team at Broadland District Council.

(Proposed) Greater Norwich Local Plan (GNLP)

The council has started the review of the Local Plan referred to as the Greater Norwich Local Plan which is being prepared jointly with Norwich City Council, South Norfolk District Council and Norfolk County Council and which will cover up to 2036.

<http://www.greaternorwichlocalplan.org.uk/>

Any enquiries on the Local Plan should be addressed to Broadland District Council.

The District Council has produced a Local Development Scheme which sets out the programme for producing the (emerging) Local Plan. See also replies from Norfolk County Council on the attached sheet. These relate to, Norfolk Minerals & Waste Local Plan, or Transport - Local Transport Plan (LTP). Any enquiries on these plans should be addressed to Norfolk County Council.



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<b>2.01(a)</b>	<b>highways maintainable at public expense</b>
2.01(a)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.01(b)</b>	<b>subject to adoption and supported by a bond or bond waiver</b>
2.01(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.01(c)</b>	<b>to be made up by a local authority who will reclaim the cost from the frontagers</b>
2.01(c)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.01(d)</b>	<b>to be adopted by a local authority without reclaiming the cost from the frontagers</b>
2.01(d)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.02</b>	<b>Is any public right of way which abuts on or crosses the property shown in a definitive map or revised definitive map?</b>
2.02	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.03</b>	<b>Are there any pending applications to record a public right of way that abuts or crosses the property on a definitive map or revised definitive map?</b>
2.03	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.04</b>	<b>Are there any legal orders to stop up after or create a public right of way which abuts or crosses the property not yet implemented or shown on a definitive map?</b>
2.04	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>2.05</b>	<b>If so please attach a plan showing the approximate route.</b>
2.05	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.01</b>	<b>Land required for Public Purposes Is the property included in land required for public purposes?</b>
3.01	Broadland District Council - NONE  See also reply to question 1.2 for any proposals in the development plan.  See also reply from Norfolk County Council on attached sheet.
<b>3.02</b>	<b>Land to be acquired for Road Works Is the property included in land to be acquired for road works?</b>
3.02	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.03(a)</b>	<b>Is the property served by a sustainable urban drainage system (SuDS)?</b>
3.03(a)	The Council does not hold accurate information on SUDS features which may or may not be installed at the property, some information may be available on the relevant planning submissions for the site (if applicable). We recommend that the question is referred back to the property/land owner who may hold further information. Planning Decision Notices and associated documentation are available to view on the Broadland District Council website <a href="http://www.broadland.gov.uk/plans">www.broadland.gov.uk/plans</a> by inserting the planning application number.
<b>3.03(b)</b>	<b>Are there SuDS features within the boundary of the property if yes is the owner responsible for maintenance?</b>

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3.03(b)	Any specific SuDS features located on individual properties may be identified on final construction drawings produced by the developer and transferred to legal property deeds.
<b>3.03(c)</b>	<b>If the property benefits from a SuDS for which there is a charge who bills the property for the surface water drainage charge?</b>
3.03(c)	Long term management and any financial arrangements for maintenance of SuDS is the responsibility of the developer/land owner who may choose to make arrangements for financial contributions towards SuDS maintenance from property owners
<b>3.04(a)</b>	<b>the centre line of a new trunk road or special road specified in any order draft order or scheme</b>
3.04(a)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.04(b)</b>	<b>The centre line of a proposed alteration or improvement to an existing road notified to the Council by the appropriate Secretary of State involving the construction of a subway underpass flyover footbridge elevated road or dual carriageway (whether or not within existing highway limits) ; or</b>
3.04(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.04(c)</b>	<b>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;</b>
3.04(c)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.04(d)</b>	<b>the outer limits of (i) construction of a new road to be built by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway underpass flyover footbridge elevated road or dual carriageway; or (iii) construction a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;</b>
3.04(d)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.04(e)</b>	<b>the centre line of the proposed route of a new road under proposals published for public consultation; or</b>
3.04(e)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.04(f)</b>	<b>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 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?</b>
3.04(f)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.05(a)</b>	<b>Is the property (or will it be) within 200 metres of the centre line of a proposed railway tramway light railway or monorail?</b>
3.05(a)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.05(b)</b>	<b>Are there any proposals for a railway tramway light railway or monorail within the Local Authority's boundary?</b>
3.05(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(a)</b>	<b>Permanent stopping up or diversion</b>
3.06(a)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.



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<b>3.06(b)</b>	<b>Waiting or loading restrictions</b>
3.06(b)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(c)</b>	<b>One-way driving</b>
3.06(c)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(d)</b>	<b>Prohibition of driving</b>
3.06(d)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(e)</b>	<b>Pedestrianisation</b>
3.06(e)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(f)</b>	<b>Vehicle width or weight restriction</b>
3.06(f)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(g)</b>	<b>Traffic calming works e.g. road humps</b>
3.06(g)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(h)</b>	<b>Residents parking controls</b>
3.06(h)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(i)</b>	<b>Minor road widening or improvement</b>
3.06(i)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(j)</b>	<b>Pedestrian crossings</b>
3.06(j)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(k)</b>	<b>Cycle tracks</b>
3.06(k)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.06(l)</b>	<b>Bridge building</b>
3.06(l)	Norfolk County Council is the Highway Authority for the Broadland District Council area.  See replies of Norfolk County Council on attached sheet.
<b>3.07(a)</b>	<b>building works</b>
3.07(a)	None
<b>3.07(b)</b>	<b>environment</b>
3.07(b)	None
<b>3.07(c)</b>	<b>health and safety</b>
3.07(c)	None
<b>3.07(d)</b>	<b>housing</b>

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3.07(d)	None
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<b>3.07(e)</b>	<b>highways</b>
3.07(e)	Norfolk County Council is the Highway Authority for the Broadland District Council area.
	See replies of Norfolk County Council on attached sheet.

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<b>3.07(f)</b>	<b>public health</b>
3.07(f)	None

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<b>3.07(g)</b>	<b>flood and coastal erosion risk management</b>
3.07(g)	Norfolk County Council is the Lead Local Flood Authority.
	See replies of Norfolk County Council on attached sheet.

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<b>3.08</b>	<b>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?</b>
3.08	None

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<b>3.09(a)</b>	<b>an Enforcement Notice</b>
3.09(a)	None

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<b>3.09(b)</b>	<b>a stop notice</b>
3.09(b)	None

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<b>3.09(c)</b>	<b>a listed building enforcement notice</b>
3.09(c)	None

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<b>3.09(d)</b>	<b>a breach of condition notice</b>
3.09(d)	None

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<b>3.09(e)</b>	<b>a planning contravention notice</b>
3.09(e)	None

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<b>3.09(f)</b>	<b>another notice relating to breach of planning control</b>
3.09(f)	None

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<b>3.09(g)</b>	<b>a listed building repairs notice</b>
3.09(g)	None

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<b>3.09(h)</b>	<b>in the case of a listed building deliberately allowed to fall into disrepair a compulsory purchase order with a direction for minimum compensation;</b>
3.09(h)	None

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<b>3.09(i)</b>	<b>a building preservation notice</b>
3.09(i)	None

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<b>3.09(j)</b>	<b>a direction restricting permitted development</b>
3.09(j)	None

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<b>3.09(k)</b>	<b>an order revoking or modifying a planning permission or discontinuing an existing planning use</b>
3.09(k)	None

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<b>3.09(l)</b>	<b>an order requiring discontinuance of use or alterations or removal of building or works;</b>
3.09(l)	None

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<b>3.09(m)</b>	<b>tree preservation order; or</b>
3.09(m)	None

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<b>3.09(n)</b>	<b>proceedings to enforce a planning agreement or planning contribution</b>
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3.09(n)	None
<b>3.10(a)</b>	<b>Is there a CIL charge schedule?</b>
3.10(a)	<p>Yes - Broadland District Council has a CIL charging schedule which came into effect on the 1st July 2013. Any development granted planning permission prior to this date is not affected by the Community Infrastructure Levy - further information if required can be found on our website: <a href="https://www.broadland.gov.uk/info/200153/planning_permission/277/community_infrastructure_levy_cil">https://www.broadland.gov.uk/info/200153/planning_permission/277/community_infrastructure_levy_cil</a>.</p> <p>At present the Broads Authority does not have a CIL charging schedule (This only applies to property/land within the Broads Authority area).</p>
<b>3.10(b)</b>	<b>If yes do any of the following subsist in relation to the property or has a local authority decided to issue serve make or commence any of the following:- i) a liability notice? ii) a notice of chargeable development? iii) a demand notice? iv) a default liability notice? v) an assumption notice? (vi) a commencement notice?</b>
3.10(b)	No
<b>3.10(c)</b>	<b>Has any demand notice been suspended?</b>
3.10(c)	Not Applicable
<b>3.10(d)</b>	<b>Has the local authority received full or part payment of any CIL liability?</b>
3.10(d)	Not Applicable
<b>3.10(e)</b>	<b>Has the local authority received any appeal against any of the above?</b>
3.10(e)	Not Applicable
<b>3.10(f)</b>	<b>Has a decision been taken to apply for a liability order?</b>
3.10(f)	Not Applicable
<b>3.10(g)</b>	<b>Has a liability order been granted?</b>
3.10(g)	Not Applicable
<b>3.10(h)</b>	<b>Have any other enforcement measures been taken?</b>
3.10(h)	Not Applicable
<b>3.11(a)</b>	<b>the making of the area a Conservation Area before 31 August 1974; or</b>
3.11(a)	No
<b>3.11(b)</b>	<b>an unimplemented resolution to designate the area a Conservation Area?</b>
3.11(b)	No
<b>3.12</b>	<b>Compulsory Purchase Has any enforceable order or decision been made to compulsorily purchase or acquire the property?</b>
3.12	<p>No</p> <p>See replies from Norfolk County Council on attached sheet.</p>
<b>3.13(a)</b>	<b>a contaminated land notice;</b>
3.13(a)	No
<b>3.13(b)</b>	<b>in relation to a register maintained under section 78R of the Environmental Protection Act 1990:- (i) a decision to make an entry; or (ii) an entry; or</b>
3.13(b)	No
<b>3.13(c)</b>	<b>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?</b>
3.13(c)	No



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3.14	<b>Radon Gas Do records indicate that the property is in a "Radon Affected Area" as identified by Public Heath England or Public Health Wales?</b>
3.14	Broadland is not in an area identified as experiencing significant emissions of radon gas.  You can view the 'Radon Affected Areas' on the Public Health England website: <a href="http://www.ukradon.org/information/ukmaps">http://www.ukradon.org/information/ukmaps</a>
3.15(a)	<b>Has the property been nominated as an asset of community value? If so:- (i) Is it listed as an asset of community value? (ii) Was it excluded and placed on the 'nominated but not listed' list? (iii) Has the listing expired? (iv) Is the Local Authority reviewing or proposing to review the listing? (v) Are there any subsisting appeals against the listing?</b>
3.15(a)	No
3.15(b)	<b>If the property is listed: (i) Has the local authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property? (ii) Has the Local Authority received a notice of disposal? (iii) Has any community interest group requested to be treated as a bidder?</b>
3.15(b)	Not Applicable

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**Law Society CON290 Enquiries of Local Authority (2016)**

**THE FOLLOWING REPLIES TO THE ENQUIRIES PRINTED ON THE FORM CON29(2016)  
ARE SUBJECT TO THE NOTES AT THE FOOT OF THE FORM**

**Property Address:** 71 - 73 Yarmouth Road, Thorpe St Andrew, NR7 0AA

<b>3.99</b>	<b>Extra Information</b>
3.99	None

**Standard Information/Disclaimer**

**Addendum**



2016 CON29 PART 1 Informatives

Question 1.1(a)-(i)

This reply does not cover other properties in the vicinity of the search property.

The local authority's computerised records of planning applications do not extend back before 1st April 1974 and this reply covers only the period since that date.

If the property is or has been part of a farm, we recommend that you check that there are no 'Agricultural Occupancy' restrictions by way of conditions on the original planning. If the planning is pre April 1974 it would not be shown on this search result.

Question 1.1(j) - 1.1(k)

This reply does not cover other properties in the vicinity of the property.

The results of the Building Regulations records only extend back to 1990 and this reply covers only the period since that that year.

Copies of documents issued by, or held by CNC Building Control, on behalf of Broadland District Council are available on request.

Address: South Norfolk House, Cygnet Court, Long Stratton, NR15 2XE

Tel No: 0808 168 5041

Email: enquiries@cncbuildingcontrol.gov.uk

Question 1.1(l)

This reply does not cover other properties in the vicinity of the property.

The local authority may not always be aware of such works and enquiries should also be made of the seller.

Information relating to the Competent Persons Scheme is only available from 1st January 2005. The information shown is an exact copy of what is supplied to CNC Building Control by the Competent Person Scheme. If you require further information or clarification please contact the appropriate scheme member.

Question 1.2

No informative required.

Question 2.1

No informative required to this question because all of the highways related questions are answered by Norfolk County Council.

Question 2.2

No informative required to this question because all of the highways related questions are answered by Norfolk County Council.

Question 3

With reference to questions 3.7 to 3.15 matters already entered on the Local Land Charges Register will not be revealed to in answer to this enquiry.

Question 3.9

No informative required

Question 3.13

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

Question 3.14

No informative required.

Question 3.15



No informative required.

CON29 PART 2 Informatives

Question 8

You are advised to seek further information from <http://www.linesearchbeforeudig.co.uk>  
LinesearchbeforeUdig (LSBUD) is a free to use internet based enquiry service available 24/7. It provides a single point of contact for all enquiries relating to the apparatus owned and/or operated by the Asset Owners protected by LSBUD, including underground and overhead transmission/distribution electricity networks, transmission/distribution gas networks, oil pipelines, and fibre optic networks.

These replies have been given in accordance with the notes appended to CON29 form.

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.

The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed 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.

This Form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.

References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed.

The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.

Where relevant, the source department for copy documents should be provided.



**Search No**  
5-1932-2019

**Box B**  
71-73 Yarmouth Road  
Thorpe St Andrew  
Norwich, NR7 0AA

**Box C**

These responses should be read in conjunction with the footnotes

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

None

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

See below

**(a) highways maintainable at public expense**

YARMOUTH ROAD is maintainable within the meaning of the Highways Act 1980

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

None

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

None

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

None

**2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?**

Signed:

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



No

**2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?**

No

**2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?**

No

**2.5 If so, please attach a plan showing the approximate route.**

Not applicable

**3.1 Is the property included in land required for public purposes?**

No

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

No

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

See below

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

No

Signed:

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



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

No

**(c)(i-ii) the outer limits of construction works for a proposed alteration or improvement to an existing road involving:- (i) construction of a roundabout (other than a mini roundabout), or (ii) widening by construction of one or more additional traffic lanes**

No

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

No

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

No

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

No

**3.5 Nearby railway schemes**

See below

Signed:

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



LAND CHARGES ENQUIRIES

Date Completed:

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

None

(b) Are there are any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

There is a proposed new railway within Norfolk County Council's local authority area

Scheme description:

Mid Norfolk Railway Extension Scheme from Dereham to County School

For more details please contact:

Mid Norfolk Railway

01362 851723

3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property?

See below

(a) permanent stopping up or diversion

No

(b) waiting or loading restrictions

None

(c) one way driving

None

(d) prohibition of driving

Signed:

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



LAND CHARGES ENQUIRIES

Date Completed:

None

**(e) pedestrianisation**

None

**(f) vehicle width or weight restriction**

None

**(g) traffic calming works including road humps**

None

**(h) residents parking controls**

None by Norfolk County Council

**(i) minor road widening or improvement**

None

**(j) pedestrian crossings**

None

**(k) cycle tracks**

None

**(l) bridge building**

Signed:

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





None

(m)

**- Informatives for question 3.6**

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.

This enquiry is designed to reveal matters that are yet to be implemented and/or could not be ascertained by a visual inspection. Schemes that have, or are currently being implemented will not be referred to in answer to this enquiry.

**3.7 Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this form?**

See below

**(e) highways**

None

**(g) flood and coastal erosion risk management**

A statutory notice has not been served in relation to this property with regards to either section 21, 24 or 25 - Land Drainage Act 1991. No designation, consent or

Signed:

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



enforcement notice to designate or regulate activities on designated structures or features that affect flood risk have been served on this property by Norfolk County Council under Sched. 1 of the Flood and Water Management Act 2010 (FWM Act 2010). Please note: 1) The above information is limited to the data we hold as a Lead Local Flood Authority in pursuance of our duties under the FWM Act 2010 and the Land Drainage Act 1991. 2) This search relates to notices issued by NCC since commencement of this function in April 2012. There may be notices issued by other Risk Management Authorities in relation to this property. These include: 1) Internal Drainage Boards (ordinary watercourses across 20% of Norfolk) 2) District Councils (coastal erosion) 3) Environment Agency (main rivers, coastal flooding and large raised reservoirs)

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

See below

**(g) a listed building repairs notice**

No

**(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation**

No

**(i) a building preservation notice**

No

**3.12 Has any enforceable order or decision been made to compulsorily purchase or acquire the property?**

No

Signed:

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

## Certificate Details

Certificate Number	7981613
Issue Date	28/10/2019
Client Ref	G2481847-1
Address	71-73, Yarmouth Road, Thorpe St Andrews, Norwich, NR7 0AA

**We hereby certify that, based upon historical parish and tithe district boundaries, third party data and the relevant documentation found at The National Archives, the property is within a tithe district or Parish that has no record of risk of chancel repair liability.**

No-one involved in the production of this report has any relationship with any party involved in the sale of the property.

The service is only available for properties in England and Wales. The data used to identify potential risk is derived from an academic study of historical parish boundaries and the relevant documentation pertaining to potential chancel repair liability held at the National Archive.

**“No record of risk” means:**

- a) no record of risk is held by The National Archives within the relevant Inland Revenue Indices for the subject parish;
- b) the property is within a parish with evidence of risk but the property is situated within a tithe district that has no risk per the records described above;
- c) the record held by the National Archive details that the total liability is held by the Church Commissioners, Cathedrals and/or educational establishments.

When purchasing land from any of these parties please enquire with them directly regarding this liability. It should be noted that this service searches against a 25 metre radius from the identified address point of the subject building in order to establish the location in respect of the relevant historical boundary.

**ChancelCheck®** is provided with the benefit of a Search Insurance policy offering cover up to a market value of £2m where pre-existing matter adversely affects the result of the **ChancelCheck®** provided on the property.

## Terms and Conditions

This Certificate is prepared by CLS Property Insight Limited ('CLS') and is subject to the following Terms and Conditions:

Business Clients Visit: <https://www.clsi.co.uk/assets/documents/TermsConditions-B2B.pdf>

## ChancelCheck® Guidance Note

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### Chancel Repair Liability Background

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Chancel repair liability is a medieval anomaly whereby the Church of England and Wales was granted powers to charge those owning “rectorial land” for the upkeep of the chancel of some Parish Churches.

Chancel repair liability affects millions of acres in England and Wales and is still deemed a usual and necessary search by conveyancers.

Chancel repair liability can still be attached to land regardless of whether or not the liability is noted against the title, making the prospective risk unquantifiable.

The Church continues to actively register their interest, to protect their right to charge for chancel repair liability in perpetuity.

### ChancelCheck® Identifies the Problem

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#### ChancelCheck®

**ChancelCheck®** is an online, low cost (£20 + VAT) screening report designed to inform the Homebuyer of any potential chancel repair liability. It is in accordance with the Conveyancing and CML Handbooks.

#### Certificate

If the area of land selected falls within a parish that does not have the ability to claim for chancel repair liability, the search will be returned as a Certificate.

#### Report

If the area of land selected falls within a parish that has the ability to claim for chancel repair liability, a potential liability will be returned and the search will come back as a Report. ***Where an issue has been identified, ChancelSure® is available to cover the potential risk.***

*NB. ChancelCheck® does not publish the relevant parish name to deter contacting the Church. Doing so will put the Church on notice of a potential liability and may lead to negating insurance cover.*

### ChancelSure® Offers a Solution

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#### ChancelSure®

**ChancelSure®** is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. **ChancelSure®** offers a cost effective solution, protecting the owner/occupier, mortgagee, lessees and successors if required. **ChancelSure®** policies have been specifically designed to work in conjunction with **ChancelCheck®** and are fully compliant with lender requirements.

**ChancelSure®** premiums start at £40.00 including IPT, a schedule of online premiums is provided overleaf.

#### Insurer Details

Offers one of the highest and most consistently-rated security, A-, available through AmTrust International Underwriters Designated Activity Company (DAC).

#### Expert Underwriters

The policies are underwritten by AmTrust International Underwriters Designated Activity Company (DAC) and fully compliant with the requirements of Part II of the CML Handbook.

#### Period of Cover

Cover is offered for 25, 35 years or in perpetuity. **ChancelSure®** policies offer full value indemnity insurance against claims and legal costs of up to £3m. All **ChancelSure®** policies include diminution of value cover.

#### Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title. Email [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk) for any enquiries.

#### Samples

To download a sample policy, please visit [www.cls.co.uk/propertyinsight](http://www.cls.co.uk/propertyinsight).

## ChancelSure® Insurance Policy Premiums

ChancelSure® is the market leading chancel repair indemnity product, providing comprehensive protection and security for the homeowner where a potential chancel liability has been identified. CLS Property Insight Limited underwrites ChancelSure® policies on behalf of AmTrust International Underwriters Designated Activity Company (DAC) and therefore offers one of the highest and most consistently-rated security available in the UK Title Indemnity market (A- rated per A.M. Best's Rating).

The figures quoted below are our standard one-off policy premiums (including IPT) which will apply to most properties. However, as chancel repair liability is a fluctuating risk, these figures may alter for some properties. In addition, we periodically review our underwriting data and may carry out further assessment before confirming the availability of cover. For a draft policy, please visit our website [www.clsl.co.uk/propertyinsight](http://www.clsl.co.uk/propertyinsight) or contact our Underwriting Team at [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk).

ChancelSure® offers diminution in value and a 200% escalator clause as standard, with 25 year, 35 year and in perpetuity terms available. For lender compliant insurance policies (no cover notes with invoices payable by BACS or cheque within 14 days) log onto [www.clsl.co.uk/propertyinsight](http://www.clsl.co.uk/propertyinsight).

### Residential Property (25 Years)

Limit of Indemnity	Residential Non Successor < 5 acres	Residential Successor < 5 acres	Residential Non Successor 5 – 10 acres	Residential Successor 5 – 10 acres
£100,000	£40.00	£65.00	£50.00	£90.00
£250,000	£54.00	£95.00	£75.00	£125.00
£500,000	£75.00	£125.00	£110.00	£150.00
£1,000,000	£94.00	£140.00	£130.00	£165.00
£1,500,000	£130.00	£175.00	£150.00	£195.00
£2,000,000	£150.00	£190.00	£175.00	£215.00
£2,500,000	£175.00	£210.00	£225.00	£275.00
£3,000,000	£210.00	£250.00	£275.00	£325.00

### Residential Property (35 Years)

Limit of Indemnity	Residential Successor < 5 acres	Residential Successor 5 - 10 acres
£100,000	£80.00	£105.00
£250,000	£120.00	£145.00
£500,000	£145.00	£165.00
£1,000,000	£160.00	£185.00
£1,500,000	£185.00	£210.00
£2,000,000	£210.00	£240.00
£2,500,000	£225.00	£300.00
£3,000,000	£325.00	£423.00

### Residential Property (In Perpetuity)

Residential Successor < 5 acres	Residential Successor 5 – 10 acres
£90.00	£125.00
£140.00	£165.00
£165.00	£180.00
£180.00	£215.00
£215.00	£240.00
£240.00	£300.00
£265.00	£350.00
£363.00	£472.00

### Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Please contact our underwriting team by email [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk).

## ChancelSure® Insurance Policy Premiums

### Commercial Property (25 Years)

Limit of Indemnity	Commercial Non Successor < 3 acres	Commercial Non Successor 3 – 5 acres	Commercial Non Successor 5 – 10 acres
£250,000	£130.00	£200.00	£250.00
£500,000	£220.00	£400.00	£550.00
£750,000	£450.00	£600.00	£750.00
£1,000,000	£500.00	£800.00	£900.00
£1,500,000	£700.00	£1,000.00	£1,300.00
£2,000,000	£1,250.00	£1,350.00	£1,500.00
£2,500,000	£1,400.00	£1,550.00	£1,700.00
£3,000,000	£1,600.00	£1,750.00	£1,900.00

### Commercial Property (25 Years)

Limit of Indemnity	Commercial Successor < 3 acres	Commercial Successor 3 – 5 acres	Commercial Successor 5 – 10 acres
£250,000	£200.00	£300.00	£375.00
£500,000	£320.00	£600.00	£700.00
£750,000	£625.00	£850.00	£950.00
£1,000,000	£680.00	£1,100.00	£1,150.00
£1,500,000	£950.00	£1,250.00	£1,500.00
£2,000,000	£1,500.00	£1,750.00	£2,000.00
£2,500,000	£1,750.00	£2,000.00	£2,200.00
£3,000,000	£1,900.00	£2,150.00	£2,350.00

### Bespoke Policies

Bespoke policies are available for larger areas, higher limits of indemnity, when there is prior knowledge of a risk, a Unilateral Notice registered or a caution lodged against the title.

Please contact our underwriting team by email [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk).

## PCCB Guidance Note

### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA (Call: 01732 753 910, Email: [info@clspropertyinsight.co.uk](mailto:info@clspropertyinsight.co.uk)).

CLS Property Insight Limited is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code.

#### The Search Code

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

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

#### Core Principles

Search providers which subscribe to the Code will:

- display the Code logo prominently on their search reports
- act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards
- monitor their compliance with the Code

#### Complaints

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

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

#### TPO's Contact Details:

The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk), Website: [www.tpos.co.uk](http://www.tpos.co.uk)).

You can also get more information about the PCCB from [www.propertycodes.org.uk](http://www.propertycodes.org.uk)

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

## CLS Complaint Resolution Procedure

If you have a complaint regarding our services or products, please send the details to:  
CLS Property Insight Limited, 17 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4UA (Call: 01732 753 910 Email: [complaints@clspropertyinsight.co.uk](mailto:complaints@clspropertyinsight.co.uk)).



Your complaint will be acknowledged within 5 working days of receipt and you should receive a written response within 20 working days. Where this is not possible, we will inform you of the reasons why and give an indication of when you should expect a response. If you have not received a response within 40 working days of original receipt of the complaint or you are not happy with the response given you may take one of the following actions:

- If your complaint is in relation to our search products you may refer your complaint to:  
The Property Ombudsman scheme; Milford House, 43-55 Milford Street Salisbury, Wiltshire, SP1 2BP. (Call: 01722 333 306, Fax: 01722 332 296, Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk), Website: [www.tpos.co.uk](http://www.tpos.co.uk)).
- If your complaint is in relation to our insurance products you may refer your complaint to:  
Financial Ombudsman Service; Exchange Tower, Harbour Exchange Square, London, E14 9SR. (Call: 020 7964 1000, Fax: 020 7964 1001, Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)).
- For details of the additional protection and benefits provided by commissioning a code compliant search product from an IPSA registered member please visit [www.search-code.co.uk](http://www.search-code.co.uk).

## Commercial Property Standard Enquiries

### **CPSE.3 (version 3.1) Supplemental pre-contract enquiries for commercial property on the grant of a new lease (with integrated guidance notes)**

#### **Conditions**

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries: Conditions* ([www.practicallaw.com/3-628-1672](http://www.practicallaw.com/3-628-1672)).

#### **Particulars**

**Seller:** Guy William Buttress Gowing & Francis Norman Davey

**Buyer:**

**Transaction:** Auction sale

**Property:** 71 - 73 Yarmouth Road, Norwich, NR7 0AA

**Seller's solicitors:** Cozens Hardy LLP

**Buyer's solicitors:**

**Date:** 04 November 2019

#### **Interpretation**

The section on Interpretation in CPSE.1 is incorporated in this document and the following interpretation also applies:

- **Lease:** means the lease proposed to be granted by the Seller to the Buyer on completion of the Transaction.

#### **Instructions**

Where the Particulars do not specify a Development, please disregard the parts of any enquiries that refer to the Development.



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## ENQUIRIES

### 1. SERVICE CHARGES

1.1 Unless apparent from the Lease, what is the service charge accounting period?

N/A

1.2 What is the estimated amount due for the first period under the Lease and how is this amount calculated?

For the shop, repairs are carried out on an as and when basis, with no formal accounting period.

1.3 What proportion of the service charge will be attributable to the Property under the Lease?

33% for the shop

1.4 How is that proportion calculated and can it be varied?

It is set out in the lease

1.5 Please give details of planned maintenance programmes and projected expenditure.

None so far as aware

1.6 Will the service charge accounts be:

- (a) certified;
- (b) audited; or
- (c) covered by an independent accountant's report?

In each case, please state by whom.

Not so far as aware

- 1.7 Is each tenant of the Development under an obligation to contribute to the service charge costs of the Development? Are there any capping or weighting provisions agreed with any tenant?

The tenant of 71 should contribute, but the tenant of 73 does not as it is residential

- 1.8 Will there be a reserve or sinking fund? If so, please give details including:
- (a) the amount to be paid into it;
  - (b) the name and type of account in which it will be held;
  - (c) what arrangements are to be made to deal with any interest accruing on money in the fund;
  - (d) the expenditure which it is intended to cover; and
  - (e) the arrangements for apportioning any money in the fund on assignment or termination of the Lease.

Not so far as aware

*Enquiries 1.9-1.12 apply only where the service charge is already in operation.*

- 1.9 Please supply details of the annual service charge for the Development for the last three years (or longer if available) including copies of all certified or audited service charge accounts.

Not available

- 1.10 Except as already disclosed, has there been any dispute relating to the service charge costs for the Development and the proportions payable?

Not so far as aware

- 1.11 Please give details of any expenditure that has been incurred but which has not yet been included in the service charge for the Development.

None so far as aware

- 1.12 Are you aware of any circumstances arising since the preparation of the service charge estimates provided which might result in a departure from those estimates?

None so far as aware

**2. MANAGEMENT**

2.1 Please supply the name and address of any managing agents employed for the management of the Property or of the Development. Please give details of their responsibilities and charges.

Arnolds Keys, 2 Prince of Wales Road, Norwich. All management contracts will be terminated on completion

2.2 What regulations have been made or are proposed for the use and management of the Property that are not set out in the Lease?

None so far as aware

2.3 Please give details of any management company and/or tenants' association and what our participation in it will be.

N/A

2.4 If no managing agents are to be employed, do you intend to charge any management fee yourself?

N/A

2.5 Are you resident in the United Kingdom for taxation purposes?

Yes

**3. INSURANCE**

3.1 If you are to insure the Property then, to the extent that the following information has not already been given in response to CPSE.1, please state:

- (a) the insurer's name and address;
- (b) the policy number;
- (c) details of all the premises to which the insurance relates, the risks covered and the exclusions and the excesses payable;
- (d) the sums insured (showing separately, where applicable, the sums for buildings, plant and machinery, professionals' fees, loss of rent and public liability);

- (e) the name(s) of the insured(s) and of all other persons whose interests are, or on completion of the Transaction will be, noted on the policy;
- (f) the current premium, what proportion will be attributed to the Property and how this is calculated;
- (g) the next renewal date;
- (h) the name and address of the brokers; and
- (i) details of any separate terrorism insurance arrangements.

- a) Aviva Insurance Ltd
- b) PM509272CHC
- c) All risks
- d) £530,514 + business interruption £57,000
- e) Guy Gowing and Frank Davey
- f) £724.03 (4/4/2019 – 3/4/2020)
- g) 4/4/20
- h) Alan Boswell Insurance Brokers Ltd
- i) None

3.2 Have you arranged for any subrogation rights that the insurers may have against any tenant to be waived?

Not so far as aware

3.3 Will our interest be noted on the policy?

N/A

#### 4. DISPUTES, COMPLAINTS AND ENFORCEMENT

4.1 Except as already disclosed in replies to CPSE.1, please give details of:

- (a) any disputes or complaints relating to the Property or to the Development;
- (b) any breaches of covenants in any tenancies of any part of the Development that might affect our use of the Property; and

- (c) any dispute or breach of covenant alleged in respect of any superior lease or the freehold.

None, as far as we are aware

- 4.2 Has any previous lease of the Property been forfeited during the last three years?

Not so far as aware

## **Commercial Property Standard Enquiries**

### **CPSE.7 (version 1.3) General short form pre-contract enquiries for all property transactions**

#### **Conditions**

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

#### **Particulars**

**Seller: Guy William Buttress Gowing & Francis Norman Davey**

**Buyer:**

**Property: 71 - 73 Yarmouth Road, Norwich, NR7 0AA**

**Transaction: Auction sale**

**Seller's solicitors: Cozens Hardy LLP**

**Buyer's solicitors:**

**Date: 04 November 2019**

#### **Interpretation**

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

- **Rights:** means any covenants, agreements, rights, restrictions, or informal arrangements of any kind (including any which are in the course of being acquired).
  - **SDLT:** includes Land Transaction Tax where the Property is in Wales, and references to HMRC include the Welsh Revenue Authority where relevant.
  - **Seller:** includes landlord and prospective landlord.
2. The replies to the enquiries will be given by the Seller and addressed to the Buyer. Unless otherwise agreed in writing, only the Buyer and those acting for it may rely on them.
- References in these enquiries to "**you**" mean the Seller and to "**we**" and "**us**" mean the Buyer.
  - In replies to the enquiries, references to "**you**" will be taken to mean the Buyer and to "**we**" and "**us**" will be taken to mean the Seller.
3. The replies are given without liability on the part of the Seller's solicitors, its members, partners, employees, consultants or other staff.
4. The Buyer acknowledges that even though the Seller will be giving replies to the enquiries, the Buyer should still inspect the Property, have the Property surveyed, investigate title and make all appropriate searches and enquiries of third parties.
- 5. In replying to each of these enquiries and any supplemental enquiries, the Seller acknowledges that it is required to provide the Buyer with copies of all documents and correspondence and to supply all details relevant to the replies, whether or not specifically requested to do so.**
6. The Seller confirms that pending exchange of contracts or, where there is no prior contract, pending completion of the Transaction, it will notify the Buyer on becoming aware of anything which may cause any reply that it has given to these or any supplemental enquiries to be incorrect.



# Practical Law

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## ENQUIRIES

### 1. BOUNDARIES AND EXTENT

In this enquiry, "**Boundary Features**" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

Not so far as aware

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

No, but the adjacent owner re-roofed their property with an overhanging gutter, to which the vendors consented

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

South, owned

East – front party wall; rear adjacent owner

North – party wall

West – front party wall; mid-section adjacent owner; rear owned.

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

Not as far as we are aware

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

Not so far as aware

**2. RIGHTS BENEFITING THE PROPERTY**

2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

Right to access the rear of the property via Chapel Lane but rely on own inspection and searches

2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

So far as aware

2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

Not so far as aware

2.4 What are the pedestrian and vehicular access routes to and from the Property?

To the front straight from Yarmouth road, to the rear via Chapel Lane

2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

No, as far as we are aware

**3. ADVERSE RIGHTS AFFECTING THE PROPERTY**

3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

None, as far as we are aware

3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

So far as aware

3.3 Are there any overriding interests to which the Property is subject?

Not as far as we are aware

3.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

Chapel Lane

3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

Not so far as aware

#### 4. PHYSICAL CONDITION

4.1 Is the Property now, or has it ever been, affected by any of the following:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

Not so far as we are aware but rely on own inspection and survey

4.2 Is there any Green Deal Plan affecting the Property?

Not so far as aware

4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

Not so far as aware but rely on own survey

- 4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

None available

- 4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

There are none.

- 4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

None so far as aware

## 5. CONTENTS

- 5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

No items to be removed

- 5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

Confirmed so far as aware

## 6. UTILITIES AND SERVICES

- 6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

Electricity, mains water, drainage and gas

- 6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

The buyer must rely on their own investigations

- 6.3 Does the Property have a communal heating, cooling or hot water system?

Not so far as aware

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

All utilities are the responsibility of the tenants

## 7. FIRE SAFETY AND MEANS OF ESCAPE

7.1 What are the current means of escape from the Property in case of emergency?

Existing doors

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

Not so far as aware

7.3 Has there been any fire risk recommendation that has not been implemented?

Not as far as we are aware

## 8. PLANNING AND BUILDING REGULATIONS

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

Not so far as aware

8.2 Is any building or structure on the Property listed under planning law?

Not so far as aware

8.3 What works have been carried out at the Property during the last 4 years?

Not so far as aware

8.4 What changes of use have taken place at the Property during the last 10 years?

Apartment was refurbished in 2008 and the shop re-fitted as a beauty salon in 2014 by the previous tenant

8.5 What is the existing use of the Property and how is it authorised under planning legislation?

A1 retail and residential apartment

8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

Latest planning consent was granted 15 February 2008 for change of use to A2, which was not implemented

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

Not so far as aware

8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

None so far as aware

8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

Not so far as aware

## 9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

Not so far as aware

9.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

Not so far as aware

9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

Not so far as aware

## 10. STATUTORY AND OTHER REQUIREMENTS

10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

Not so far as aware

10.2 Do you have a health and safety file for the Property?

Not so far as aware

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

N/A

10.4 Please supply a valid Energy Performance Certificate (EPC) for the Property.

Attached

10.5 Where the Property has an EPC rating of F or G, please supply a copy of any information or evidence used to support any registration in the Exemptions Register established under the Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015.

N/A

10.6 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.



Any air-conditioning is a tenant's fitting

10.7 Please supply details of any grant made or claimed in respect of the Property including circumstances in which it may have to be repaid.

N/A

## 11. ENVIRONMENTAL

11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

None obtained, a flood risk plan is attached. Rely on own searches

11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

N/A

11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

None , as far as we are aware

11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

None so far as aware

11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

None so far as aware

## 12. OCCUPIERS

12.1 Does anyone apart from you have any right to use or occupy the Property?

Yes, see leases

12.2 If the Property is vacant, when and why did it become vacant?

It is not vacant

**13. INSURANCE**

13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

Not so far as aware

13.2 Please give details of any outstanding insurance claims in relation to the Property.

None so far as aware

13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

Attached

13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

None so far as aware

13.5 Please provide details of any breaches of any insurance policies relating to the Property.

None so far as aware

**14. RATES AND OTHER OUTGOINGS**

14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

Not so far as aware

14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

Not as far as we are aware

14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

Not so far as aware

14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property.

These are the responsibility of the tenant

14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

Not so far as aware

## 15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

None so far as aware

## 16. DISPUTES

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

None, as far as we are aware

## 17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification.

N/A

17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

Not as far as we are aware

17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

Not as far as we are aware

## 18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

N/A

## 19. VAT

19.1 If you are registered for VAT, please supply your VAT registration number.

Not registered

19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('TOGC') and therefore outside the scope of VAT.

N/A

19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

N/A

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

N/A

19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

N/A

## 20. CAPITAL ALLOWANCES

20.1 Is there anything in the Property upon which a capital allowances claim can be based?

Not so far as aware

20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

N/A

For letting a dwelling on an Assured Shorthold Tenancy under Part 1 of the Housing Act 1988 as amended by the Housing Act 1996. **Please note this tenancy agreement is an important document. It may commit you to certain actions for the period of any fixed term and beyond. Please ensure that if you do not understand your legal rights you consult a housing advice centre, solicitor or Citizens' Advice Bureau.**

This agreement is made the 30<sup>th</sup> day of November 2013

### 1 Particulars

#### 1.1 Parties

##### 1.1.1 The Landlord

Mr Guy William Buttress	C/O Arnolds Keys 2 Prince Of Wales Road Norwich Norfolk NR1 1LB	
Tel	Fax	Email
Mr Francis Norman Davey	7 Hillside Road Norwich Norfolk NR7 0QG	
Tel	Fax	Email

The "Landlord" shall include the Landlord's successors in title and assigns. This is the person who would be entitled to possession of the Property if the Tenant was not in possession and could be the current Landlord or someone purchasing or inheriting the Property or otherwise is the person or persons entitled to receive the rent. The address for all communications including the serving notices is:  
**Arnolds Keys LLP, 2 Prince of Wales Road, Norwich NR1 1LB**

##### 1.1.2 The Tenant

###### Current

Mr David Peter Jewell	41 Rosemary Road Sprowston Norwich NR7 8ER	
Tel	Fax	Email
Miss Amanda Nolan	41 Rosemary Road Sprowston Norwich NR7 8ER	
Tel	Fax	Email

###### Post Tenancy

Contact Address: Mr P Nolan 41 Rosemary Road Sprowston NR7 8ER

Contact Tel Number:

Contact Fax Number:

Contact Email Address:

The Tenant agrees that the Landlord's Agent may provide the Tenant's name, address and other contact details to third parties including, but not limited to, referencing companies, utility providers, the local authority and the appropriate tenancy deposit protection scheme provider.

##### 1.1.3 Relevant Person

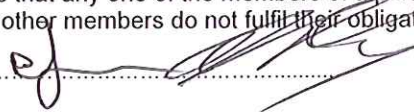
Under the Housing Act 2004 any person or body that provides the tenancy deposit for an assured shorthold tenancy is called a Relevant Person.

For this tenancy there is no Relevant Person as the Deposit is provided by the Tenant.

##### 1.1.4 The Guarantor

Tel	Fax	Email
Tel	Fax	Email

Where the party consists of more than one person the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations.





## 1.2 The Landlord's Agent

The "Landlord's Agent" shall mean Arnolds Keys LLP 2 Prince Of Wales Road Norwich Norfolk NR1 1LB, Phone: 01603 216812, Fax: 01603 216810, EMail: lettings@arnoldskkeys.com , or such other agents as the Landlord may from time to time appoint.

1.3 The Landlord lets and the Tenant takes the Property for the Term at the Rent payable upon the terms and conditions of this agreement.

1.4 This agreement is intended to create an Assured Shorthold Tenancy as defined in Part 1 of the Housing Act 1988 (including any subsequent amendments). These tenancies do not guarantee the Tenant any right to remain in possession after the fixed term (subject to a minimum occupancy of six months).

## 1.5 Property

1.5.1 The property situated at and being 73 Yarmouth Road Norwich NR7 0AA, together with the fixtures, fittings, furniture and effects therein and more particularly specified in the Inventory signed by the Tenant and all grounds. It shall include the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives.

1.5.2 The Property is not let as a House in Multiple Occupation within the meaning of the Housing Act 2004. The Property does not require the Landlord to hold a licence to be able to lawfully let it.

## 1.6 Term

1.6.1 The Term shall be from and including 30/11/2013 to and including 29/05/2014. Please see paragraph 2.5 as it contains important information about what you must do to end the tenancy.

1.6.2 The "Term" is to include a statutory periodic tenancy or any contractual periodic tenancy that is defined in clause 1.6.1 as following the fixed term.

1.6.3 If on the coming to the end of the fixed term agreed above, the Landlord does not seek possession and the Tenant remains in the Property, they will be considered, by virtue of section 5 of the Housing Act 1988, to have a statutory periodic tenancy. This will continue till ended by either party.

## 1.7 Rent

1.7.1 In the case of a property which is managed by Arnolds Keys LLP, the Rent shall be £850.00 per calendar month payable in advance by banker's standing order from ONE bank account on behalf of the Tenant(s) to Arnolds Keys LLP in their client account Arnolds Keys number 13452948 at Barclays, 5-7 Red Lion Street Norwich NR1 3QH. In the event that the property is NOT Managed by Arnolds Keys LLP the Landlord will specify to whom the rent should be paid.

1.7.2 The Rent shall be paid clear of unreasonable or unlawful deductions or set off to the Landlord's Agent by banker's standing order.

1.7.3 The first payment of £ 850.00 being due on 30/11/2013 or prior to the date of taking possession.

1.7.4 Thereafter the 'Rent Due Date' will be the 30th of each month during the Term of this agreement.

1.7.5 Overdue rental payments will be subject to interest at the rate of 6% per annum calculated from the date the payment was due up until the date payment is received.

1.7.6 Any person paying the Rent, or any part of it, for the Property during the Term shall be deemed to have paid it as agent, for and on behalf of the Tenant which the Landlord shall be entitled to assume without enquiry.

1.7.7 It is agreed that if the Landlord or the Landlord's Agent accepts money after one of the conditions which may lead to a claim for possession by the Landlord (these are the conditions listed in clause 3 below), acceptance of the money will not create a new agreement and the Landlord will still, within the restrictions of the law, be able to pursue the claim for possession.

### 1.7.8 Rent Increase

1.7.8.1 If for any reason the Tenant remains in possession of the Property, or the lawful tenant of the Property, for more than 12 months, then the Rent will increase once each year.

1.7.8.2 The first increase will be the first Rent Due Date more than 365 days after the commencement date.

1.7.8.3 Subsequent increases will be on the first Rent Due Date more than 365 days since the last rent increase.

1.7.8.4. In clauses 1.7.8.2 and 1.7.8.3 the Rent will increase by the amount stated for the annual increase in the Index of Retail Prices (All Items) as quoted for the month two months prior to the month of the increase, or such other sum as the Landlord determines.

1.7.8.5 Not applying the rent increase at the first Rent Due Date more than 365 days after the commencement date or last rent increase date will not then prevent the Landlord applying an increase on any future Rent Due Date.

1.7.8.6. In clause 1.7.8.5 the Rent will increase by the amount of the increase in the Index of Retail Prices (All Items) from two months before the last increase to the month two months prior to the month of the increase, or such other sum as the Landlord determines.

1.7.8.7 The reviewed Rent in clauses 1.7.8.2, 1.7.8.3 or 1.7.8.5 will not be reduced below the figure payable immediately before that review.

## 1.8 Deposit

### The tenancy deposit

1.8.1 The Deposit of £2500.00 Is paid by the Tenant to the Landlord//Agent





- 1.8.2 The deposit is held by Arnolds Keys LLP as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme. The deposit will be kept in the Agent's bonded client account at Arnolds Keys LLP Lettings Client Account number 13452948 at Barclays, 5-7 Red Lion Street Norwich NR1 3QH, sort code 20-62-53.
  - 1.8.2.1 The Agent as Stakeholder. The Agent is a member of the Tenancy Deposit Scheme.
  - 1.8.2.2 ~~The Landlord. The Landlord is a member of the Tenancy Deposit Scheme.~~
- 1.8.3 Any interest earned will belong to the Agent.
- 1.8.4 The Deposit has been taken for the following purposes:
  - 1.8.4.1 Any damage, or compensation for damage, to the Property its fixtures and fittings or for missing items for which the Tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the Landlord.
  - 1.8.4.2 The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by the Tenant of the Tenant's obligations under the tenancy agreement, including those relating to the cleaning of the Property, its fixtures and fittings.
  - 1.8.4.3 Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the Property for which the Tenant is liable.
  - 1.8.4.4 Any Rent or other money due or payable by the Tenant under the tenancy agreement of which the Tenant has been made aware and which remains unpaid after the end of the tenancy.
  - 1.8.4.5 The Deposit is held as security for the performance of the Tenant's obligations under this agreement and to compensate the Landlord for any breach of those obligations.
- 1.8.5 Subject to the Tenancy Deposit Protection scheme rules, the Deposit will be refunded to the Tenant, less any deductions, within 10 days once the following have been completed:
  - 1.8.5.1 possession of the Property has been returned to the Landlord and
  - 1.8.5.2 all keys have been returned to the Landlord and
  - 1.8.5.3 both parties have confirmed their acceptance of any Deposit deductions and
  - 1.8.5.4 confirmation has been received from the Local Authority that no claw back of Housing Benefit is due.
- 1.8.6 The Deposit is not transferable by the Tenant in any way.
- 1.8.7 The Deposit will be protected by The Dispute Service Limited (TDS) in accordance with the Terms and Conditions of TDS. The Terms and Conditions and ADR Rules governing the protection of the Deposit, including the repayment process, can be found at [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk).
- 1.8.8 In the event that the total amount lawfully due at the end of the tenancy exceeds the amount of the Deposit the Tenant shall reimburse the Landlord's Agent the further amount, within 14 days of the request being made.
- 1.8.9 The Deposit will be refunded to any one of the parties forming the Tenant and this will be considered a full refund. It will then be up to the parties forming the Tenant to decide how it will be divided amongst themselves.

## 1.9 Rights of Third Parties

The parties intend that no clause of this agreement may be enforced by any third party, other than the Landlord's Agent, pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 1.10 Independent Case Examiner

The Independent Case Examiner (ICE) for this agreement will be The Dispute Service Limited (TDS) whose contact details are at clause 6.1.

## 1.11 Stakeholder

Stakeholder shall mean the party holding the Deposit during the tenancy as defined in 1.8.2. They will not refund the Deposit at the end of the tenancy without the agreement of both parties, a decision by the alternative dispute resolution service or an order of the court.

## 1.12 Member

The Member will mean The Agent being a paid up member of The Dispute Service Tenancy Deposit Scheme.

## 2 Legal Notices

### 2.1 Section 47

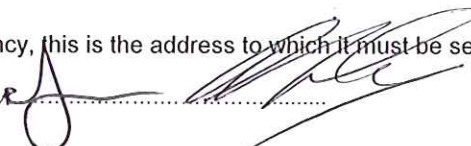
Under section 47 of the Landlord and Tenant Act 1987 the address of the Landlord is stated to be as on the first page of this agreement. The address for service of Notices is as in clause 2.2.

### 2.2 Section 48

Until you are informed in writing to the contrary Notice is given pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for the service of Notices (including Notices in proceedings) is as follows:

C/o Arnolds Keys 2 Prince Of Wales Road Norwich Norfolk NR1 1LB

If the tenant wishes to serve notice to end the tenancy, this is the address to which it must be sent.





### 2.3 Notice service

- 2.3.1 Any Notice given by or on behalf of the Landlord or any other document to be served on the Tenant shall be deemed to have been served on the Tenant if it is:
  - 2.3.1.1 left at the Property during the Term or the last known address of the Tenant at any time or
  - 2.3.1.2 sent by ordinary post in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time or
  - 2.3.1.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property during the Term or the last known address of the Tenant at any time.
- 2.3.2 Any Notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
  - 2.3.2.1 Delivered by hand to an employee at the offices of the Landlord's Agent during the Term only or the last known address of the Landlord's Agent at any time or
  - 2.3.2.2 sent by ordinary post in a pre-paid letter, properly addressed to the Landlord or the Landlord's Agent at the address in clause 2.2 or
  - 2.3.2.3 sent by Recorded Delivery in a pre-paid letter, properly addressed to the Landlord or the Landlord's Agent at the address in clause 2.2.
- 2.3.3 If any Notice or other document is left unreceipted at the Property or Landlord's Agent's office, service shall be deemed to have been on the day it was left.
- 2.3.4 If any Notice or other document is sent by post it shall be deemed to have been served 48 hours after it was posted.

### 2.4 Notices

- 2.4.1 If a relevant Local Authority gives Notice or makes an order in respect of the Property which the Tenant receives at the Property, the Tenant shall provide full particulars to the Landlord's Agent promptly and as soon as reasonably practicable. Where appropriate, the Tenant should take all reasonable steps to comply with it, having first consulted with the Landlord (or Landlord's Agent) as is appropriate to the situation.
- 2.4.2 Take notice that the Landlord has at some time before the beginning of the proposed Tenancy occupied the dwelling house as his only or principal residence OR may in due course require the Property as his or his spouse's principal home AND THAT IN EITHER EVENT possession of the Property may be recovered on Ground 1 Schedule 2 of the Housing Act 1988.
- 2.4.3 Take notice that the Property is subject to a mortgage granted before the beginning of the Tenancy. If the mortgagee is entitled to exercise a power of sale order conferred by section 101 of the Law of Property Act 1925 then possession may be sought from the Tenant, to enable the Property to be sold with vacant possession, as permitted by Ground 2 Schedule 2 of the Housing Act 1988

### 2.5 Ending the Tenancy

- 2.5.1 If the Tenant intends to vacate at the end of the fixed term, or at any later date, he agrees to give the Landlord at least one month's prior Notice in writing.
- 2.5.2 While the tenancy is periodic the one month's written Notice must expire the day before a Rent Due Date.

### 2.6 Distance Selling Regulations

- 2.6.1 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Tenant, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this tenancy once you take on the Property.

## 3 Possession

- 3.1 Without limiting the other rights and remedies of the Landlord, the Landlord may seek to lawfully terminate the tenancy by obtaining a court order if:
  - 3.1.1 the Rent or any part of it is in arrears whether formally demanded or not, or
  - 3.1.2 the Tenant is in breach of any of the obligations under this agreement, or
  - 3.1.3 any of the Grounds of Schedule 2 of the Housing Act 1988 apply (these grounds allow the Landlord to seek possession of the Property in specified circumstances, including rent arrears, damage to the Property, nuisance and breach of a condition of the tenancy agreement), or
  - 3.1.4 a Notice is served under section 21 of the Housing Act 1988 (section 21 gives the Landlord a right to end an assured shorthold tenancy without any specific reason, though only after any fixed term has ended, or in operation of a break clause),

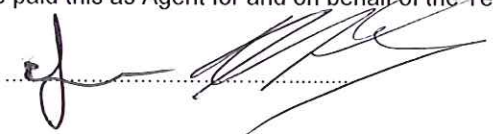
Tenants who are unsure of their rights should seek advice.

## 4 Tenant's Obligations

The Tenant agrees to:

### 4.1 Payments

- 4.1.1 Pay the Rent on the day and in the manner specified. Any person other than the Tenant who pays all or part of the rent to the Landlord shall be deemed to have paid this as Agent for and on behalf of the Tenant, which the Landlord will be entitled to assume without enquiry.





- 4.1.2 Pay all utilities charges, based on the length of the Tenancy, including water and sewerage charges, rates and assessments (of an annual or recurring nature) and for all gas, electricity, oil or solid fuel consumed on the Property (including all fixed and standing charges) and all charges for the telephone during the Term of this agreement. Where cooking and/or heating is supplied to the Property powered by Domestic Central Heating Oil or Calor Gas, the Tenant undertakes to keep the tank(s) filled at all times to such a level as to prevent the malfunctioning of the boiler or burner. At the end of the Tenancy the Tenant undertakes to replenish domestic central heating oil or Calor gas used to the level measured at the beginning of the Tenancy and recorded in the Schedule of Condition which forms part of this Tenancy Agreement, without any obligation on the Landlord to reimburse any excess. The sums covered by this clause include standing charges or other similar charges and VAT as well as charges for actual consumption. In signing this Agreement the Tenant consents to the Landlord giving his forwarding address to the utilities companies at the end of the Tenancy. If the Landlord is held responsible by law for the payment of any of these bills the Tenant agrees to refund to the Landlord the amount covering the Term of this Tenancy.
- 4.1.3 Pay for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the Tenant or the Tenant's agents.
- 4.1.4 Pay the Council Tax, or any replacement taxation (even of a novel nature), in respect of the Property for the Term of this agreement, unless the tenancy is lawfully terminated. This includes refunding the Landlord any charge levied against the Landlord in respect of the Property.
- 4.1.5 Pay if requested a 50% share of the costs and disbursements in relation to the preparation of any specific additional paperwork requested by the Tenant. The other 50% to be paid by the Landlord.
- 4.1.6 Pay a fee of £25 including VAT being the reasonable costs of the Landlord's Agent for each letter the Landlord's Agent, acting reasonably, has to send to the Tenant concerning breaches of the tenancy agreement.
- 4.1.7 Pay a charge of £25 to the Landlord's Agent for any payment presented to the Landlord's Agent's bank but returned, refused or re-presented by the bank for any reason. This fee will be payable for each presentation which fails and pay the reasonable costs of the Landlord's Agent for each letter or visit the Agent, acting reasonably, has to make or send to the Tenant concerning breaches of the Tenancy agreement.
- 4.1.8 Notify the relevant authorities and arrange and pay final accounts at the end of the Tenancy, and present evidence of this to the Landlord or Agent if required.
- 4.1.9 Pay for the entire invoices and costs of any contractors that the Tenant arranges without having previously obtained the Landlord's authority, unless acting reasonably to effect emergency repairs for which the Landlord is liable.
- 4.1.10 Pay the Landlord for the reasonable cost of replacing the locks and cutting new keys or providing garage door opening devices, electronic/magnetic swipe cards/fobs, electronic alarm disablers etc if any such items are not returned to the Landlord or the Landlord's Agent when the Tenant moves out.
- 4.1.11 Pay any excess on the Landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by the Tenant or any of his visitors or friends.
- 4.1.12 Pay and arrange for the removal of all vermin, pests and insects, if infestation begins during the Term, woodworm and wood-boring insects excepted, unless such infestation occurs as a failure of the Landlord to fulfil his repairing obligations.
- 4.1.13 Pay any costs incurred by the Landlord if, contrary to the terms of this agreement, the Tenant permits the Property to be occupied as a House in Multiple Occupation under the Housing Act 2004 or, contrary to the terms of this agreement, uses the property in such a way as to require it to be licensed. This will usually happen if the Tenant permits additional people, of any age, to live in the property. Those allowed to live in the property are specified in clause 4.4.3.
- 4.1.14 Pay the costs of any court action taken for possession of the property or breach of tenancy, as provided for in the court's judgement.
- 4.1.15 Where the Tenant requests a repair and on inspection the problem has been caused by a failure on the part of the tenant (for example drains blocked by the Tenant's waste or boiler repair claims caused by not having any credit on a utility meter), the Tenant agrees to be responsible for the reasonable costs of repairing any damaged caused by the Tenant's action or inaction and for the cost of the contractor's visit.
- 4.1.16 Undertake to organise and pay for the cost of the cess pit or septic tank (where applicable) to be emptied as often as necessary by a professional waste disposal company and in any event, immediately prior to the end of the Tenancy, and undertake to provide a receipt(s) as proof that this has been done

## 4.2 Repairs

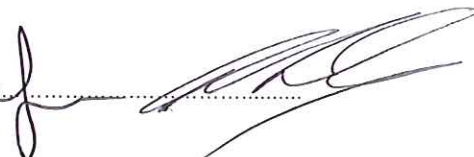
- 4.2.1 Keep the Property including all of the Landlord's machinery and equipment clean and tidy and in good and tenable condition, repair and decorative order, (reasonable wear and tear, items which the Landlord is responsible to maintain, and damage for which the Landlord has agreed to insure, excepted).
- 4.2.2 Not permit any waste, injury or damage to the Property, or make any alteration or addition to the Property or the style or colour of the decorations.
- 4.2.3 Notify the Landlord promptly of any wet rot, dry rot or infestation by wood boring insects.
- 4.2.4 Promptly replace any broken glass where the Tenant, his friends or visitors are responsible for the damage.
- 4.2.5 Undertake promptly any repairs for which the Tenant is liable following any Notice being served by the Landlord or the Landlord's Agent and if the Tenant does not carry out the repairs the Landlord may, after correct written notice, enter the Property, with or without others, to effect those repairs and the Tenant will pay on demand the reasonable costs involved.
- 4.2.6 Where the Property has a chimney that is used by a solid fuel appliance or open fire and the Tenant uses the solid fuel appliance or open fire, the Tenant agrees to get the chimney swept as often as needed, and at least once a year, and agrees to provide evidence of same if requested.



### 4.3 The Property

The Tenant agrees to:

- 4.3.1 Promptly notify the Landlord in writing when the Tenant becomes aware of:
  - 4.3.1.1 any defect, damage or want of repair in the Property, other than such as the Tenant is liable to repair in 4.2.1 above,
  - 4.3.1.2 any Notices, proceedings or letters relating to the Landlord, the Property or the use of the Property, and forward copies of them without unreasonable delay.
  - 4.3.1.3 any loss, damage or occurrence which may give rise to a claim under the Landlord's insurance.
- 4.3.2 Where reasonable to do so, co-operate in the making of any claim under the Landlord's insurance.
- 4.3.3 Use the Property in the manner a responsible and conscientious tenant would.
- 4.3.4 Clean the windows of the Property as often as necessary and in the last two weeks of the tenancy.
- 4.3.5 Not remove any of the Landlord's possessions from the Property.
- 4.3.6 Not exhibit any promotional poster or Notice so as to be visible from outside the Property.
- 4.3.7 Not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the Property. Common causes of blockages for which the Tenant would be responsible would include, but not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies or sanitary towels) down the toilet.
- 4.3.8 Not assign, underlet or part with or share possession of the whole or any part of the Property without the permission of the Landlord, such permission not to be unreasonably withheld.
- 4.3.9 Not permit any visitor to stay in the Property for a period of more than three weeks within any three month period.
- 4.3.10 Permit the Landlord and or the Landlord's Agent or others, after giving 24 hours written Notice and at reasonable hours of the daytime, to enter the Property:
  - 4.3.10.1 to view the state and condition and to execute repairs and other works upon the Property or other properties, or
  - 4.3.10.2 to show prospective purchasers the Property at all times during the Term and to erect a board to indicate that the Property is for sale, or
  - 4.3.10.3 to show prospective tenants the Property, during the last month of the Term and to erect a board to indicate that the Property is to let.
- 4.3.11 Where the Landlord or the Landlord's Agent have served a valid written Notice of the need to enter to view the state and condition or to effect repairs, the Tenant agrees to them using their keys to gain access within two days of such a request being made, (except in case of emergency when access shall be immediate), if the Tenant is unable to grant access to the Landlord or the Landlord's Agent.
- 4.3.12 Not add any aerial, cable, antenna or satellite dish to the inside or the outside of the building without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.13 Not change the locks (or install additional locks) to any doors in the property, nor make additional keys garage door opening devices, electronic/magnetic swipe cards/fobs, electronic alarm disablers etc for the locks without the Landlord's consent, which will not be unreasonably withheld. In the event that locks are changed for any reason a working set of any replacement keys, garage door opening devices, electronic/magnetic swipe cards/fobs, electronic alarm disablers etc should be supplied to the Landlord or the Landlord's Agent's office within 2 days of the locks being changed. All keys garage door opening devices, electronic/magnetic swipe cards/fobs, electronic alarm disablers etc. are to be returned to the Landlord or the Landlord's Agent at the end of the Tenancy.
- 4.3.14 Ensure that the Property is kept secure at all times, locking doors and windows and activating burglar alarms as appropriate.
- 4.3.15 Keep the Property, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from frost.
- 4.3.16 Not block ventilators provided in the Property.
- 4.3.17 Report to the Landlord's Agent any brown or sooty build up around gas appliances or any suspected faults with the appliances.
- 4.3.18 Not use any gas appliance that has been declared unsafe by a GAS SAFE registered engineer, or disconnected from the supply.
- 4.3.19 Not keep, use or permit to be used any oil stove, paraffin heater or other portable fuel burning appliance, or other appliance against the terms of the insurance of the Property, except as provided by the Landlord.
- 4.3.20 Be responsible for ensuring that any television used is correctly and continually licensed.
- 4.3.21 Not keep motorcycles, cycles or other similar machinery inside the Property except in any defined outside area or garage.
- 4.3.22 Pay for any sterilisation and cleansing of the Property made necessary under the Public Health (Control of Diseases) Act 1984 as a result of a person with a Notifiable Disease having been in the Property during the Term.
- 4.3.23 Pay for any reasonable costs, fair wear and tear excepted, of redecoration or replacement required as a result of the work carried out under clause 4.3.22.
- 4.3.24 Perform and observe all valid obligations, a copy of which has been provided to the Tenant, of any Head Lease or covenant on the Property save for those relating to the payment of rent or service charges and to refund to the Landlord all reasonable costs resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations.
- 4.3.25 Not keep any vehicle without a valid Road Fund Licence, commercial vehicle, boat, caravan, trailer, hut or shed on the Property.
- 4.3.26 Not affix any notice, sign, poster or other thing to the internal or external surfaces of the Property in such a way as to cause any damage.





- 4.3.27 Not prop open any fire doors in the Property except by any built in system that closes them in the event of a fire and not disable or interfere with any self closing mechanism.
- 4.3.28 Not keep any cats or dogs on the property or any other pet, animal, bird, reptile, fish, insects or the like on the Property, without the Landlord's written consent, which will not be unreasonably withheld. In the event that the Tenant is given written consent to keep a pet(s), the Tenant will be responsible for having the property, its contents fixtures and fittings deep cleaned at the end of the tenancy including carpets deep cleaned and deodorised to a standard where all evidence of the presence of the pet(s) pet i.e. hair, fluff, feathers etc is completely removed. The Tenant agrees to pay for all damages and any redecoration necessitated at the discretion of the Landlord. Even if given, consent for the keeping of pet(s) may be withdrawn by the Landlord giving 7 days written Notice to the Tenant for the removal of the animal(s) if the Landlord at any time considers the keeping of the pet(s) to be causing damage or deterioration to the property, its fixtures or fittings, on nuisance or disturbance.
- 4.3.29 Not allow children to live in the Property, without the Landlord's consent, which will not be unreasonably withheld.
- 4.3.30 Keep the garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned but not alter the character or layout of the garden or grounds. In signing this Agreement, accepts that the gardens, lawns, pathways and driveways have been delivered to the Tenant in a tidy condition and to the Tenant's complete satisfaction at the commencement of the Tenancy, unless written communication to the contrary is delivered to the Landlord's Agent within seven days of the commencement of this tenancy.
- 4.3.31 Not cause obstruction in any common areas of any building of which the Property forms a part. The Landlord reserves the right to remove or have removed any such obstruction and at his discretion to charge the reasonable costs, payable on demand, to the Tenant for so doing.

#### 4.4 General

- 4.4.1 Not permit or suffer to be done on the Property anything which may be, or may be likely to cause, a nuisance or annoyance to a person residing, visiting or otherwise engaged in a lawful activity in the locality. This responsibility includes the actions and behaviour of visitors and friends of the Tenant.
- 4.4.2 Not make or permit any noise or play any radio, television or other equipment in or about the Property so as to be an audible nuisance outside the Property.
- 4.4.3 Not carry on any trade or profession upon the Property nor receive paying guests but use the Property only as a private residence for the occupancy of the tenants named on this agreement.
- 4.4.4 Not permit or suffer to be done on the Property anything which may render the Landlord's insurance of the Property void or voidable (i.e. no longer providing cover) or increase the rate of premium for such insurance.
- 4.4.5 Not use or suffer the Property to be used for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause).
- 4.4.6 Promptly notify the Landlord or Landlord's Agent if the Property becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the Landlord on demand.
- 4.4.7 Have the use of all appliances provided in the Property, as listed in the inventory save those which are noted as not working. However, should any items require repair, or be beyond repair, the Landlord does not undertake to pay for any costs of repair or to replace the appliance, except those which the Landlord is required by law to maintain.
- 4.4.8 Forward any correspondence addressed to the Landlord and other notices, orders and directions affecting the Landlord to the Landlord's Agent without delay.
- 4.4.9 Reside in the Property as his only or principal residence. Any change in residence status must be notified to the Landlord's Agent and a new tenancy agreement drawn up if necessary.
- 4.4.10 Not leave the Property vacant for more than 28 days without providing the Landlord or the Landlord's Agent with reasonable notice.
- 4.4.11 Check the inventory/Schedule of Condition and report any errors/deficiencies to the Landlord's Agent, returning a copy with any annotations/corrections as necessary within 7 days, otherwise the original copy supplied by the Landlord's Agent at the commencement of the tenancy shall be by default the definitive document and record for the condition of the property at the beginning of the tenancy.
- 4.4.12 Not change the supplier of utility services without approval from the Landlord or Landlord's Agent. The Landlord will not unreasonably withhold giving approval. Such a request must be made by the Tenant in writing, to The Landlord, stating the name and address of the proposed new supplier. If approval is given, the Tenant will provide the Landlord's Agent with the new supplier's details including the Property reference number within 7 days of the supply being transferred to the new provider.
- 4.4.13 Not change the telephone number of the Property without the written permission of the Landlord. The Landlord will not unreasonably withhold permission.
- 4.4.14 Not alter the operation of, or disable, the smoke alarms.
- 4.4.15 Not disable or alter the operation or code of the burglar alarm.
- 4.4.16 Be responsible for maintenance of the burglar alarm and the smoke alarms including checking the smoke alarms every week and replacing non rechargeable batteries every year or more frequently as needed.
- 4.4.17 Replace fuses, bulbs, fluorescent tubes as needed, and ensure all are working at the end of the Tenancy.
- 4.4.18 Not use nails, drawing pins, blue tac or similar, adhesive tape or any other similar products or substances on the walls, doors, floors or ceilings on the inside or the outside of the Property. With the prior written consent of the Landlord proper commercially produced picture hooks professionally applied may be used and at the end of the Tenancy the Tenant shall pay for the Landlord to redecorate where necessary to the condition at the commencement of the Tenancy.





- 4.4.19 Not use any form of heating other than the heating system provided and not to light any open fires within, on or outside the Property unless with the prior written consent of the Landlord (see clause 4.2.6).
- 4.4.20 Not to bring onto or keep within or without the Property or any outbuildings or garages any paraffin or liquid propane gas or equipment which is fuelled by such substances.
- 4.4.21 Forward any post delivered to the Property to Arnolds Keys LLP that is not addressed to the Tenant
- 4.4.22 The Tenant agrees not to smoke within any buildings on the Property and not to permit their friends, permitted occupiers or visitors to smoke within any buildings on the Property.
- 4.4.23 The tenant may not have access to or use the loft space for storage without the written permission of the Landlord.

#### 4.5 Insurance

- 4.5.1 Be responsible for effecting any insurance the Tenant requires for their own possessions.
- 4.5.2 The Landlord is not providing any insurance cover for the Tenant's possessions.

#### 4.6 End of tenancy


The Tenant will:

- 4.6.1 Return possession of the Property at the end of the Tenancy in the same good clean state and condition as it was at the beginning of the Tenancy and make good, pay for the repair or cleaning of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, left unclean, damaged or destroyed during the Tenancy, including condensation mould resulting from inadequate ventilation (reasonable wear and tear and damage for which the Landlord has agreed to excepted).
- 4.6.2 Return all keys, garage door opening devices, electronic/magnetic swipe cards/fobs, electronic alarm disablers etc or similar to the Property to the Landlord or his Agent, as directed, by 12 noon on the last day of the Tenancy (or sooner by mutual arrangement).
- 4.6.3 Pay for the washing (including ironing or pressing) of all the linen and the cleaning (including ironing and pressing where appropriate) of all blankets, bedding, carpets and curtains which have been soiled during the tenancy (reasonable use thereof nevertheless excepted) or arrange the washing and cleaning themselves all at their own expense.
- 4.6.4 Pay for the professional cleaning of all appliances including oven, hob, extractor, microwave, fridge/freezer etc, and replace any stained mattresses, and clean the interior and outside of all windows (except the exterior windows of purpose built flats) and the steam cleaning of all carpets and upholstery.
- 4.6.5 Leave the fixtures fittings, furniture and effects at the end of the tenancy in the rooms and places in which they were at the beginning of the tenancy.
- 4.6.6 Remove all rubbish from the Property before returning the Property to the Landlord and undertake to organise and pay for the cost of the cess pit or septic tank (where applicable) to be emptied and to provide a receipt(s) as proof that this has been done.
- 4.6.7 Provide the Landlord or Landlord's Agent with a forwarding address on or before the Tenancy comes to an end, and arrange with the Post Office for redirection of the Tenants' mail at the end of the Tenancy. The Landlord will not be responsible for collecting or forwarding the Tenants mail that is delivered after the Tenancy has ended.
- 4.6.8 The Member must tell the Tenant within 20 working days of the end of the tenancy if they propose to make any deductions from the Deposit.
- 4.6.9 If there is no dispute the Member will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.
- 4.6.10 The Tenant should try to inform the Member in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Landlord's Agent as due from the Deposit within 20 working days after the termination or earlier ending of the tenancy and the Tenant vacating the Property. The Independent Case Examiner (ICE) may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.
- 4.6.11 If, after 10 working days following notification of a dispute to the Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will (subject to 4.6.12 below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.
- 4.6.12 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses 4.6.8 to 4.6.11 above.

#### 5 Landlord's obligations

Subject to any additional special conditions which apply specifically to this rental property which will be printed on a separate sheet and attached to this agreement, the Landlord agrees with the Tenant as follows:

- 5.1 To pay all assessments and outgoings in respect of the Property (except those for which responsibility is assumed by the Tenant under this agreement).
- 5.2 To allow the Tenant quiet enjoyment of the Property during the tenancy without any unlawful interruption from the Landlord or any person lawfully claiming under or in trust for the Landlord.
- 5.3 To return to the Tenant any Rent paid for any period while the Property is rendered uninhabitable by fire or other risk for which the Landlord has agreed to insure.





- 5.4 That he is the sole owner of the leasehold or freehold interest in the Property and that all necessary consents to allow him to enter into this agreement (superior Lessors, mortgage lenders or others) have been obtained in writing.
- 5.5 To maintain a comprehensive insurance policy with a reputable company to cover the Property, and the Landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the Tenant's belongings or liabilities for damage. This obligation will not override the responsibility of the Tenant to pay for damage they cause to the Property as claiming on insurance will increase the Landlord's premiums.
- 5.6 That the Landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the Property, supplied by a third party, where such failure is not caused by an act or omission on the part of the Landlord.
- 5.7 The Landlord agrees to provide on demand a copy of the insurance and any freehold or Head Lease conditions affecting the behaviour of the Tenant.
- 5.8 Pay the Tenant's reasonable costs, reasonably incurred and which cannot be mitigated, if the Landlord or the Landlord's Agent fail to keep the appointment to check the inventory at the end of the tenancy and another has to be scheduled.
- 5.9 The Landlord agrees to fulfil his repairing obligations contained within Section 11 of the Landlord and Tenant Act 1985. These are quoted below;
- 11 (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes);  
 (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity); and  
 (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

## 6 Tenancy Deposit Protection Prescribed Information

6.1 The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

The Dispute Service Ltd  
 PO Box 1255  
 Hemel Hempstead  
 Herts  
 HP1 9GN

Telephone 0845 226 7837

Fax 01442 253193

e-mail [deposits@tds.gb.com](mailto:deposits@tds.gb.com)

- 6.2 Please see [www.thedisputeservice.co.uk](http://www.thedisputeservice.co.uk) for information provided by the scheme.
- 6.3 The Deposit will only be repaid at the end of the tenancy when the conditions in clause 1.8.5 have been completed and the Landlord and Tenant have agreed, or a dispute has been adjudicated by the ICE, or on the order of a court.
- 6.4 If either party is not contactable at the end of the tenancy then the other should contact the scheme provider for advice.
- 6.5 If the Landlord and Tenant do not agree with each other about the amount of the Deposit refund at the end of the tenancy they may either apply to The Dispute Service Limited for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.
- 6.6 The Dispute Service Limited offer free dispute resolution for deposits covered by them. Applications should be made to The Dispute Service Limited.
- 6.7 The Deposit value is as per clause 1.8.1.
- 6.8 The address of the Property is as per clause 1.5.
- 6.9 The contact details of the Landlord are as per clause 1.1.1.
- 6.10 The contact details of the Tenant are as per clause 1.1.2.
- 6.11 Information about any Relevant Person is in clause 1.1.3.
- 6.12 The reasons for possible deductions from the Deposit are listed in clause 1.8.4 and sub clauses.
- 6.12 The Lead Tenant for this tenancy will be Mr David Peter Jewell. The parties forming the Tenant, declare that the Lead Tenant should represent all of them in any decisions regarding the Deposit and that the decision of the Lead Tenant will be binding on all the parties forming the Tenant in this tenancy agreement, subject to the terms of the appropriate tenancy deposit scheme.

## 7 Housing Benefit (where applicable)

- 7.1 The Tenant authorises the Local Authority or The Rent Service to discuss with the Landlord and the Landlord's Agent the details of any Housing Benefit or Council Tax claims made at any time in relation to the renting of the Property.
- 7.2 If the Landlord so requires and the Housing Benefit rules allow it, the Tenant consents to any Housing Benefit being paid direct by the Local Authority to the Landlord or the Landlord's Agent.
- 7.3 The Tenant agrees to refund to the Landlord any Housing Benefit overpayment recovery which the Local Authority seeks from the Landlord in respect of this tenancy, either before or after the Tenant has vacated the Property where this creates a shortfall in the money owed to the Landlord.



**8 Guarantor**

- 8.1 In consideration for the Landlord granting the Tenant a tenancy of the Property, the Guarantor agrees to pay the Landlord and the Landlord's Agent for any reasonable losses suffered as a result of the Tenant failing to fulfil any of his obligations under this agreement or failing to pay Rents or other monies lawfully due.
- 8.2 The Guarantor agrees to pay, on demand and in full, any overdue Rent or other monies lawfully due under this agreement for the full Term and until vacant possession is given to the Landlord.
- 8.3 The Guarantor agrees to make payments lawfully due under clause 8.1 or 8.2 even after the Tenant has returned possession of the Property to the Landlord.
- 8.4 If this contract is a "distance contract" as defined in the Consumer Protection (Distance Selling) Regulations 2000, then, subject to the required information having been provided to the Guarantor, the 7 day "right to cancel" will cease immediately the provision of the service commences, in accordance with regulation 13(1)(a) of the above regulations. This means that you will be committed to this guarantor agreement once the Tenant takes on the Property.
- 8.5 Both the Landlord and the Tenant acknowledge and agree that although Arnolds Keys LLP are authorised to sign on behalf of the Landlord, Arnolds Keys LLP is not the Landlord of the Property and further that in the event of any breach of the Gas Safety (Installations and Use) Regulations 1998; the Furniture and Furnishings (Fire) (Safety) (Amendments) Regulations 1993; the Electricity at Work Regulations 1989 and the Health and Safety at Work 1974 Regulations, such claims be pursued against the Landlord of the Property and not Arnolds Keys LLP.

The Landlord or the Landlord's Agent signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii), the Landlord confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief; and that the Tenant has had the opportunity to sign this document containing the information provided by the Landlord by way of confirmation that the information is accurate to the best of his knowledge and belief.

**Signed as a Deed by The Landlord:**

Signature: The Landlord(s)		Date:			
Print Name:					
<b>In the presence of Witness:</b>					
Signature: Witness		Date:			
Witness Print Name:					
Witness Address					

Signature: The Landlord(s)		Date:			
Print Name:					
<b>In the presence of Witness:</b>					
Signature: Witness		Date:			
Witness Print Name:					
Witness Address					


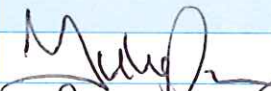



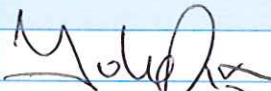


**and by The Tenant:**

The Tenant signs this agreement to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2007 No. 797 Regulation 2(1)(g)(vii)(bb), the Tenant confirms that the information provided about the Tenancy Deposit Protection prescribed information is accurate to the best of his knowledge and belief;

The Tenant is advised to ensure they have read and understood this agreement before signing it.

Signature: Tenant 1		Date:	30	11	13
Print Name:	DAVID SEWELL				
In the presence of Witness: ↓					
Signature: Witness		Date:	30	11	13
Witness Print Name:	2 Prince of Wales St, Nch				
Witness Address	JULIE DIXON				

Signature: Tenant 2		Date:	30	11	13
Print Name:	A. NOLAN				
In the presence of Witness: ↓					
Signature: Witness		Date:	30	11	13
Witness Print Name:	JULIE DIXON				
Witness Address	2 Prince of Wales St, Nch				

**Special Conditions:**

None.



**DATED**

09 July 2019  
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**RENEWAL LEASE BY REFERENCE TO AN EXISTING LEASE**

between

**GUY WILLIAM BUTTRESS GOWING and FRANCIS NORMAN DAVEY (1)**

and

**SARAH BOYLE (2)**

and

**LEONARD GEORGE WINGFIELD-OLIVER (3)**

**Counterpart**

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THIS LEASE is dated 09 July 2019

**PARTIES**

- (1) **GUY WILLIAM BUTTRESS GOWING** and **FRANCIS NORMAN DAVEY** both c/o 2 Prince of Wales Road Norwich NR1 1LB (**Landlord**).
- (2) **SARAH BOYLE** of 27 Nelson Drive Little Plumstead NR13 5LF (**Tenant**).
- (3) **LEONARD GEORGE WINGFIELD-OLIVER** of 31 Barton Road Badersfield Norwich NR10 5JR (**Guarantor**).

**BACKGROUND**

- (A) The Landlord is the freehold owner of the Property.
- (B) The residue of the term of the Existing Lease is vested in the Tenant.
- (C) The Landlord has agreed to grant a new lease of the Property to the Tenant on the terms set out in this lease.
- (D) The Guarantor has agreed to guarantee the Tenant's obligations under this lease.

**AGREED TERMS**

**1. INTERPRETATION**

The following definitions and rules of interpretation apply in this lease.

**1.1 Definitions:**

**Annual Rent:** rent at a rate of £9,000.00 per annum (exclusive of VAT) and then as revised pursuant to this lease

**Contractual Term:** a term of years beginning on, and including 14 April 2019 and ending on, and including 13 April 2024

**Existing Lease:** the lease by virtue of which the Tenant holds the Property, which is dated 1 May 2014 and made between the Landlord (1) and John Brunton and Danny Brunton (2)

**Guarantor's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Guarantor.

**Incorporated Terms:** all of the terms, requirements, covenants and conditions contained in the Existing Lease except to the extent that they are inconsistent with the clauses written in this lease and with such modifications as are necessary to make them applicable to this lease and the parties to this lease and as specifically varied by clause 3:

- (a) including:
  - (i) the definitions and rules of interpretation in the Existing Lease;
  - (ii) the agreements and declarations contained in the Existing Lease;
  - (iii) the rights granted and reserved by the Existing Lease (including the right of re-entry and forfeiture); and
  - (iv) the third party rights, restrictions and covenants affecting the Property; and
  - (v) the provisions for rent review contained in the Third Schedule of the Existing Lease.
- (b) but excluding any terms of the Existing Lease which are specifically excluded by the terms of this lease or substituted by the terms of this lease.

**Landlord's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Landlord.

**LTA 1954:** Landlord and Tenant Act 1954.

**Property:** the property known as Ground Floor 71-73 Yarmouth Road Thorpe St Andrew Norwich NR7 0AA as described in the Existing Lease.

**Rent Payment Dates:** [ 23 ] day of every month

**Review Date:** The third anniversary of the commencement of the Contractual Term

**Tenant's Covenants:** the obligations in this lease, which include the obligations contained in the Incorporated Terms, to be observed by the Tenant.

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement and any similar additional tax.

1.2 References to the landlord and tenant in the Existing Lease shall be read as references to the Landlord and Tenant in this lease.

## 2. GRANT

2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term at the rents reserved.

2.2 This grant is made on the terms of this lease which include the Incorporated Terms as if they were set out in full in this lease.

2.3 The Tenant covenants with the Landlord that it will comply with the Tenant's Covenants.

2.4 The Landlord covenants with the Tenant that it will comply with the Landlord's Covenants.

2.5 The Guarantor covenants with the Landlord that it will comply with the Guarantor's Covenants.

2.6 The grant is made with the Tenant paying the following as rent to the Landlord:

- (a) the Annual Rent and all VAT in respect of it; and
- (b) any other sums due under this lease.

**3. THE EXISTING LEASE**

For the purposes of this lease only, the terms of the Existing Lease shall be varied as set out in the Schedule and this lease shall be read and construed accordingly.

**4. THE ANNUAL RENT**

4.1 The Tenant shall pay the Annual Rent and any VAT in respect of it by equal instalments by standing order in advance on or before the Rent Payment Dates.

4.2 The first instalment of the Annual Rent shall be made on the first day of the Contractual Term and shall be the proportion, calculated on a daily basis, in respect of the period beginning on the first day of the Contractual Term and ending on the day before the next Rent Payment Date

**5. REVIEW OF THE ANNUAL RENT**

On each Review Date the Annual Rent shall be reviewed in accordance with the Incorporated Terms.

**6. EXCLUSION OF SECTIONS 24-28 OF THE LTA 1954**

6.1 The parties confirm that:

- (a) the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy created by this lease, before this lease was entered into;
- (b) the Tenant made a statutory declaration dated [ 16 April 2014 ] in accordance with the requirements of section 38A(3)(b) of the LTA 1954; and
- (c) there is no agreement for lease to which this lease gives effect.

6.2 The parties agree that the provisions of sections 24 to 28 of the LTA 1954 are excluded in relation to the tenancy created by this lease.

6.3 The parties confirm that:

- (a) the Landlord served a notice on the Guarantor, as required by section 38A(3)(a) of the LTA 1954, applying to the tenancy to be entered into by the Guarantor pursuant to clause 2.5 of this lease and clause [ ] of the Existing Lease before this lease was entered into; and
- (b) the Guarantor made a statutory declaration dated [ 16/04/2019 ] in accordance with the requirements of section 38A(3)(b) of the LTA 1954.

**7. SECTION 62 OF THE LAW OF PROPERTY ACT 1925**

Neither the grant of this lease nor anything in it confers any right over neighbouring property nor is to be taken to show that the Tenant may have any right over neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this lease.

**8. ENTIRE AGREEMENT**

- 8.1 This lease and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.
- 8.2 Each party acknowledges that in entering into this lease it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently).
- 8.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.
- 8.4 Nothing in this clause shall limit or exclude any liability for fraud.

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

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease.

**10. GOVERNING LAW**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**11. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule      Variations to the Existing Lease**

### **1.      DELETION OF CLAUSES**

1.1      Clause 12 of the Existing Lease shall be deleted.

### **2.      REPLACEMENT OF CLAUSES**

2.1      Clause 1.5 of the Existing Lease shall be deleted and replaced by the following clause:

‘1.5 “Initial Rent” means rent at a rate of £9,000.00 per annum (exclusive of VAT) and then as revised pursuant to this lease’

2.2      Clause 1.6 of the Existing Lease shall be deleted and replaced by the following clause:

‘1.6 “Rent Commencement Date” means the date of the commencement of the Contractual Term’

2.3      Clause 1.7 of the Existing Lease shall be deleted and replaced by the following clause:

‘1.7 “Insurance Commencement Date” means the date of the commencement of the Contractual Term

2.4      Clause 1.9 of the Existing Lease shall be deleted and replaced by the following clause:

‘1.9 “Decorating Years” means every third anniversary of the commencement of the Contractual Term’

### **3.      ADDITION OF NEW CLAUSES**

For the purposes of this Lease the following clause shall be added to the Existing Lease as new clause 15:


‘15.1      If either party wishes to determine this Lease (and in the case of the Tenant, subject to clause 15.2) on the third anniversary of the commencement of the Contractual Term they shall give to the other not less than six months’ notice in writing.



15.2 The Tenant in the case of such determination shall pay the rent reserved by and perform and observe the covenants contained in this Lease then upon expiry of such notice the Contractual Term shall immediately cease and determine but without prejudice to any rights the Landlord may have against the Tenant'

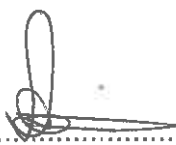
SIGNED as a deed  
by **Sarah Boyle**  
in the presence of:-


)  
) 

Witness Signature   
Witness Name SOLJET FARRINGTON-BREEZE  
Witness Address .....  
.....  
Witness Occupation Trainee Solicitor

COZENS-HARDY LLP  
CASTLE CHAMBERS  
OPIE STREET  
NORWICH NR1 3DP

SIGNED as a deed  
by **Leonard George**  
**Wingfield-Oliver** in the presence of:-

)  
) 

Witness Signature   
Witness Name SOLJET FARRINGTON-BREEZE  
Witness Address .....  
.....  
Witness Occupation Trainee Solicitor

COZENS-HARDY LLP  
CASTLE CHAMBERS  
OPIE STREET  
NORWICH NR1 3DP

# Property Schedule for Your Property Owners policy

Produced on 12 March 2019

RENEWAL NOTICE

## Property Details

<b>Property Schedule Number</b>	00001
<b>The Premises</b>	71-73 Yarmouth Road NORWICH Norfolk
<b>Postcode</b>	NR7 0AA
<b>Risk Occupation</b>	Hairdressers

## Policy Details

<b>Policy Number</b>	PM509272CHC
<b>Renewal Date</b>	04 April 2019
<b>Insurance End Date</b>	03 April 2020
<b>Reason for Issue</b>	Renewal

## Contact Details

<b>The Policyholder</b>	Guy Gowing and Frank Davey
-------------------------	----------------------------

## Insurance Adviser Details

<b>Insurance Adviser</b>	ALAN BOSWELL INSURANCE BROKERS LIMITED (POET) (BORDEREAUX)
<b>Agency Number</b>	33/0034980

## Contingencies

### Contingencies Applicable

Accidental loss or destruction of or damage to the Property Insured as detailed in the Policy wording including Additional Contingency - Subsidence  
Glass section is operative

## Excess

<b>Excess - Property Damage and Glass</b>	<b>Amount</b>
Fire, Lightning, Explosion, Aircraft, Riot, Civil Commotion, Earthquake	£350
Subsidence	£1,000
Unless otherwise stated, all other Contingencies	£350
All other insured Damage to any Long Term Unoccupied Property	£1,000
Flood	£750
Accidental breakage of glass	£350

## Sum Insured for Selected Covers

<b>Selected Covers</b>	<b>Sum Insured</b> (*the figure in brackets represents the current Declared Value)
Property Damage - Buildings	£530,514 (£461,317)*
Business Interruption(36 Months)	£57,000

## Limit of Liability for Selected Covers

<b>Selected Covers</b>	<b>Limit of Liability</b>
Property Owners Liability	£5,000,000 for any one event
Property Owners Legal Protection	Refer to Property Owners Legal Protection Appendix

## Policy number PM509272CHC

Summary of Cover	Cover Insured	Renewal Premium	Annual Premium
	Business Interruption	£49.96	£49.96
	Property Damage - Buildings	£426.68	£426.68
	Legal Expenses Liability	£44.80	£44.80
	Property Owner's Liability	£202.59	£202.59
	<b>Total Amount Payable (Inclusive of Insurance Premium Tax)</b>	£724.03	£724.03
	<b>Total Amount Payable Includes Insurance Premium Tax of</b>	£77.58	£77.58
	<b>Total Amount Payable Includes VAT on Inspection of</b>	£0.00	£0.00

**Policy number PM509272CHC**

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**Endorsements**

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**Roof Inspection Condition****Policy No. : PM509272CHC**

If in relation to any claim for Damage to the Property caused by or resulting from Storm or Flood You have failed to fulfil the following condition, You will lose Your right to indemnity or payment for that claim

(1) any flat felt roof must be inspected every two years by a qualified builder or property surveyor and any defects found rectified immediately

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**Increased Flood Excess (All Risks)****Policy No. : PM509272CHC**

The Excess amount in respect of Damage to the Property Insured caused by or resulting from Storm or Flood is increased to £750

For the purpose of this Endorsement Storm is specifically defined as water entering the Premises from, at or below ground level

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# Energy Performance Certificate

Non-Domestic Building



71 Yarmouth Road  
NORWICH  
NR7 0AA

**Certificate Reference Number:**  
0628-3099-0111-0900-4695

This certificate shows the energy rating of this building. It indicates the energy efficiency of the building fabric and the heating, ventilation, cooling and lighting systems. The rating is compared to two benchmarks for this type of building: one appropriate for new buildings and one appropriate for existing buildings. There is more advice on how to interpret this information on the Government's website [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd).

## Energy Performance Asset Rating

More energy efficient

**A+**

Net zero CO<sub>2</sub> emissions

**A** 0-25

**B** 26-50

**C** 51-75

**70**

This is how energy efficient the building is.

**D** 76-100

**E** 101-125

**F** 126-150

**G** Over 150

Less energy efficient

### Technical information

**Main heating fuel:** Grid Supplied Electricity  
**Building environment:** Heating and Natural Ventilation  
**Total useful floor area (m<sup>2</sup>):** 62  
**Building complexity (NOS level):** 3

### Benchmarks

Buildings similar to this one could have ratings as follows:

**35** If newly built

**44** If typical of the existing stock

## Administrative information

This is an Energy Performance Certificate as defined in SI2007:991 as amended

**Assessment Software:** iSBEM v3.2.b using calculation engine SBEM v3.2.b  
**Property Reference:** 681169920000  
**Assessor Name:** Ram Hargun  
**Assessor Number:** STRO000372  
**Accreditation Scheme:** Stroma Accreditation Ltd  
**Employer/Trading Name:** MMBL Energy  
**Employer/Trading Address:** Norwich  
**Issue Date:** 19 Jan 2009  
**Valid Until:** 18 Jan 2019 (unless superseded by a later certificate)  
**Related Party Disclosure:** n/a

Recommendations for improving the property are contained in Report Reference Number: 0460-0941-2110-8999-6006

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

Details of the assessor and the relevant accreditation scheme are on the certificate. You can get contact details of the accreditation scheme from the Government's website at [www.communities.gov.uk/epbd](http://www.communities.gov.uk/epbd), together with details of the procedures for confirming authenticity of a certificate and for making a complaint.



For advice on how to take action and to find out about technical and financial assistance schemes to help make buildings more energy efficient visit [www.carbontrust.co.uk](http://www.carbontrust.co.uk) or call us on 0800 085 2005



# Energy Performance Certificate

73, Yarmouth Road, NORWICH, NR7 0AA

**Dwelling type:** Mid-terrace house  
**Date of assessment:** 28 October 2013  
**Date of certificate:** 28 October 2013

**Reference number:** 2388-8956-7230-1957-6900  
**Type of assessment:** RdSAP, existing dwelling  
**Total floor area:** 146 m<sup>2</sup>

## Use this document to:

- Compare current ratings of properties to see which properties are more energy efficient
- Find out how you can save energy and money by installing improvement measures

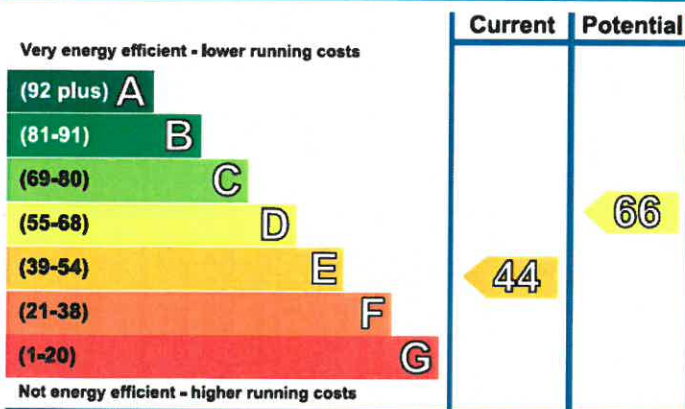
<b>Estimated energy costs of dwelling for 3 years:</b>	<b>£ 5,721</b>
<b>Over 3 years you could save</b>	<b>£ 1,578</b>

## Estimated energy costs of this home

	Current costs	Potential costs	Potential future savings
Lighting	£ 414 over 3 years	£ 228 over 3 years	
Heating	£ 5,022 over 3 years	£ 3,630 over 3 years	
Hot Water	£ 285 over 3 years	£ 285 over 3 years	
<b>Totals</b>	<b>£ 5,721</b>	<b>£ 4,143</b>	

These figures show how much the average household would spend in this property for heating, lighting and hot water and is not based on energy used by individual households. This excludes energy use for running appliances like TVs, computers and cookers, and electricity generated by microgeneration.

## Energy Efficiency Rating



The graph shows the current energy efficiency of your home.

The higher the rating the lower your fuel bills are likely to be.

The potential rating shows the effect of undertaking the recommendations on page 3.

The average energy efficiency rating for a dwelling in England and Wales is band D (rating 60).

The EPC rating shown here is based on standard assumptions about occupancy and energy use and may not reflect how energy is consumed by individual occupants.

## Top actions you can take to save money and make your home more efficient

Recommended measures	Indicative cost	Typical savings over 3 years
1 Internal or external wall insulation	£4,000 - £14,000	£ 690
2 Floor Insulation	£800 - £1,200	£ 119
3 Draught proofing	£80 - £120	£ 96

See page 3 for a full list of recommendations for this property.

To find out more about the recommended measures and other actions you could take today to save money, visit [www.gov.uk/energy-grants-calculator](http://www.gov.uk/energy-grants-calculator) or call 0300 123 1234 (standard national rate). The Green Deal may enable you to make your home warmer and cheaper to run.



### Summary of this home's energy performance related features

Element	Description	Energy Efficiency
Walls	Solid brick, as built, no insulation (assumed)	★☆☆☆☆
	Cavity wall, as built, no insulation (assumed)	★★☆☆☆
Roof	Pitched, 50 mm loft insulation	★★☆☆☆
	Pitched, no insulation (assumed)	★☆☆☆☆
	Roof room(s), no insulation (assumed)	★☆☆☆☆
Floor	Solid, no insulation (assumed)	—
	(other premises below)	—
Windows	Single glazed	★☆☆☆☆
Main heating	Boiler and radiators, mains gas	★★★★☆
Main heating controls	Programmer and room thermostat	★★★★☆
Secondary heating	Room heaters, electric	—
Hot water	From main system	★★★★☆
Lighting	Low energy lighting in 16% of fixed outlets	★★☆☆☆

Current primary energy use per square metre of floor area: 303 kWh/m<sup>2</sup> per year

The assessment does not take into consideration the physical condition of any element. 'Assumed' means that the insulation could not be inspected and an assumption has been made in the methodology based on age and type of construction.

### Low and zero carbon energy sources

Low and zero carbon energy sources are sources of energy that release either very little or no carbon dioxide into the atmosphere when they are used. Installing these sources may help reduce energy bills as well as cutting carbon. There are none provided for this home.

### Your home's heat demand

For most homes, the vast majority of energy costs derive from heating the home. Where applicable, this table shows the energy that could be saved in this property by insulating the loft and walls, based on typical energy use (shown within brackets as it is a reduction in energy use).

Heat demand	Existing dwelling	Impact of loft insulation	Impact of cavity wall insulation	Impact of solid wall insulation
Space heating (kWh per year)	29,188	(1,747)	(412)	(4,668)
Water heating (kWh per year)	2,320			

You could receive Renewable Heat Incentive (RHI) payments and help reduce carbon emissions by replacing your existing heating system with one that generates renewable heat, subject to meeting minimum energy efficiency requirements. The estimated energy required for space and water heating will form the basis of the payments. For more information, search for the domestic RHI on the [www.gov.uk](http://www.gov.uk) website.



## Recommendations

The measures below will improve the energy performance of your dwelling. The performance ratings after improvements listed below are cumulative; that is, they assume the improvements have been installed in the order that they appear in the table. Further information about the recommended measures and other simple actions you could take today to save money is available at [www.gov.uk/energy-grants-calculator](http://www.gov.uk/energy-grants-calculator). Before installing measures, you should make sure you have secured the appropriate permissions, where necessary. Such permissions might include permission from your landlord (if you are a tenant) or approval under Building Regulations for certain types of work.

Recommended measures	Indicative cost	Typical savings per year	Rating after improvement
Internal or external wall insulation	£4,000 - £14,000	£ 230	E50
Floor Insulation	£800 - £1,200	£ 40	E52
Draught proofing	£80 - £120	£ 32	E53
Low energy lighting for all fixed outlets	£80	£ 53	E54
Heating controls (thermostatic radiator valves)	£350 - £450	£ 69	D56
Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£ 101	D59
Solar photovoltaic panels, 2.5 kWp	£9,000 - £14,000	£ 256	D66

## Opportunity to benefit from a Green Deal on this property

Green Deal Finance allows you to pay for some of the cost of your improvements in instalments under a Green Deal Plan (note that this is a credit agreement, but with instalments being added to the electricity bill for the property). The availability of a Green Deal Plan will depend upon your financial circumstances. There is a limit to how much Green Deal Finance can be used, which is determined by how much energy the improvements are estimated to save for a 'typical household'.

You may be able to obtain support towards repairs or replacements of heating systems and/or basic insulation measures, if you are in receipt of qualifying benefits or tax credits. To learn more about this scheme and the rules about eligibility, call the Energy Saving Advice Service on **0300 123 1234** for England and Wales.



## About this document and the data in it

This document has been produced following an energy assessment undertaken by a qualified Energy Assessor, accredited by Stroma Certification. You can obtain contact details of the Accreditation Scheme at [www.stroma.com](http://www.stroma.com).

A copy of this certificate has been lodged on a national register as a requirement under the Energy Performance of Buildings Regulations 2012 as amended. It will be made available via the online search function at [www.epcregister.com](http://www.epcregister.com). The certificate (including the building address) and other data about the building collected during the energy assessment but not shown on the certificate, for instance heating system data, will be made publicly available at [www.opendatacommunities.org](http://www.opendatacommunities.org).

This certificate and other data about the building may be shared with other bodies (including government departments and enforcement agencies) for research, statistical and enforcement purposes. Any personal data it contains will be processed in accordance with the General Data Protection Regulation and all applicable laws and regulations relating to the processing of personal data and privacy. For further information about this and how data about the property are used, please visit [www.epcregister.com](http://www.epcregister.com). To opt out of having information about your building made publicly available, please visit [www.epcregister.com/optout](http://www.epcregister.com/optout).

**Assessor's accreditation number:** STRO002358  
**Assessor's name:** Mr Stuart Wyer DipDEA  
**Phone number:** 07841 879 219  
**E-mail address:** [greengauge@fsmail.net](mailto:greengauge@fsmail.net)  
**Related party disclosure:** No related party

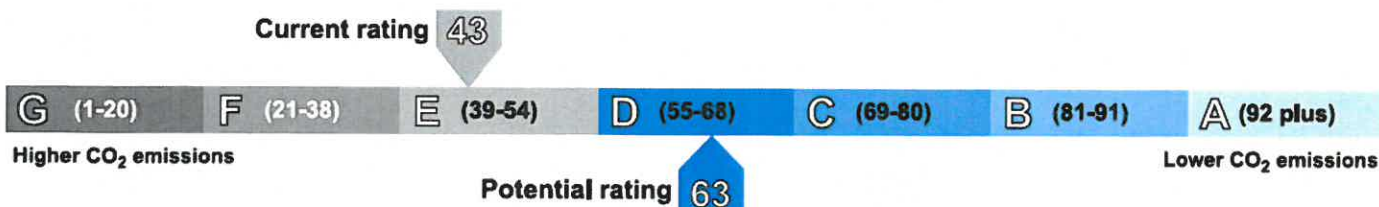
There is more information in the guidance document *Energy Performance Certificates for the marketing, sale and let of dwellings* available on the Government website at: [www.gov.uk/government/collections/energy-performance-certificates](http://www.gov.uk/government/collections/energy-performance-certificates). It explains the content and use of this document, advises on how to identify the authenticity of a certificate and how to make a complaint.

## About the impact of buildings on the environment

One of the biggest contributors to global warming is carbon dioxide. The energy we use for heating, lighting and power in homes produces over a quarter of the UK's carbon dioxide emissions.

The average household causes about 6 tonnes of carbon dioxide every year. Based on this assessment, your home currently produces approximately 8.4 tonnes of carbon dioxide every year. Adopting the recommendations in this report can reduce emissions and protect the environment. If you were to install these recommendations you could reduce this amount by 3.4 tonnes per year. You could reduce emissions even more by switching to renewable energy sources.

The environmental impact rating is a measure of a home's impact on the environment in terms of carbon dioxide (CO<sub>2</sub>) emissions based on standardised assumptions about occupancy and energy use. The higher the rating the less impact it has on the environment.



**Any parts of the form that are not typed should be completed in black ink and in block capitals.**

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of **all** the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of **all** the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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.

1	Title number(s) of the property: NK374842
2	Property: 71-73 Yarmouth Road Norwich NR7 0AA
3	Date:
4	Transferor: GUY WILLIAM BUTTRESS GOWING and FRANCIS NORMAN DAVEY  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register:  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register:
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance. These are both available on the GOV.UK website.

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

<b>8</b>	<b>Consideration</b> <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):  <input type="checkbox"/> The transfer is not for money or anything that has a monetary value  <input type="checkbox"/> Insert other receipt as appropriate:
<b>9</b>	<b>The transferor transfers with</b>  <input checked="" type="checkbox"/> full title guarantee  <input type="checkbox"/> limited title guarantee
<b>10</b>	<b>Declaration of trust. The transferee is more than one person and</b>  <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants  <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares  <input type="checkbox"/> they are to hold the property on trust:
<b>11</b>	<b>Additional provisions</b> 1.1 Definitions:  "Leases" means The lease dated 09 July 2019 and made between <b>GUY WILLIAM BUTTRESS GOWING</b> and <b>FRANCIS NORMAN DAVEY</b> (1) <b>SARAH BOYLE</b> (2) and <b>LEONARD GEORGE WINGFIELD-OLIVER</b> (3) and the Lease dated 30 November 2013 and made between <b>GUY WILLIAM BUTTRESS GOWING</b> and <b>FRANCIS NORMAN DAVEY</b> (1) and <b>DAVID PETER JEWELL</b> and <b>AMANDA NOLAN</b> (2)  11.2 With the object of affording to the Transferor a full and sufficient indemnity the Transferee covenants with the Transferor that until such time (if ever) that the Transferor is fully released from the landlord covenants of the Leases the Transferee and its successors in title will observe and perform

all the landlord covenants contained in or referred to in the Leases and indemnify the Transferor against all costs claims demands and proceedings in connection with any breach non-observance or non-performance of such covenants

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.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24: private trusts of land for further guidance.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

## 12 Execution

Signed as a deed by **GUY WILLIAM BUTTRESS GOWING** in the presence of:

Signature

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address .....

Signed as a deed by **FRANCIS NORMAN DAVEY** in the presence of:

Signature

Signature of witness .....

Name (in BLOCK CAPITALS) .....

Address .....

### 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.