

## **SCHEDULE 9**

### **Title Warranties**

The Authority warrants to the Contractor that (save as previously disclosed to the Contractor or as may have been apparent from an inspection):-

#### **1. BOUNDARIES**

1.1 The Boundary Features belong to the Authority and have been maintained by the Authority.

#### **2. PARTY WALLS**

In respect of any party structures which form part of the Existing Sites and also in respect of any works of the kind which require notice to be served under the Party Wall etc. Act 1996 the Authority have not been notified of nor is otherwise aware there have been any breaches of that Act, nor of any of the terms of any party wall notices, counter notices, awards or agreements.

#### **3. RIGHTS**

3.1 There are no:

3.1.1 covenants, agreements, rights or informal arrangements of any kind which benefit the Existing Sites;

3.1.2 covenants, restrictions, agreements, rights or informal arrangements of any kind to which the Existing Sites are subject; and

3.1.3 overriding interests, public footpaths, bridleways or other public rights of way across any of the Existing Sites.

3.2 No owner or occupier of any neighbouring premises or any third party uses the Existing Sites with or without the permission of the Authority.

#### **4. TITLE POLICIES**

There are no title policies in respect of any defect in title to the Existing Sites, including any restrictive covenant or any lost title deed.

#### **5. ACCESS TO NEIGHBOURING LAND**

No owner or occupier of any neighbouring premises have requested or been allowed or been refused access to any of the Existing Sites to carry out repairs, alterations or other works to any neighbouring premises or the conduits serving them.

#### **6. ACCESS TO AND FROM THE PROPERTY**

6.1 Where access to and from the Existing Sites is over land neither within the Authority's legal and beneficial title nor adopted by the local authority:-

6.1.1 The Authority have a free and unrestricted right of way (for all uses whether vehicular, pedestrian or otherwise) over the access way in question and have the right to grant the Contractor the same free and unrestricted right of way.

6.1.2 The access way in question immediately adjoins the boundary to the Existing Site and a highway maintainable at public expense.

6.2 The Authority has the benefit of an obligation from a third party to have the access kept in a good state of repair and properly maintained which the Authority agrees to enforce as necessary.

## 7. **FIRE REGULATIONS**

The Authority has not been notified of nor is the Authority otherwise aware of any breach of the current fire regulations in relation to the Existing Sites.

## 8. **PLANNING AND BUILDING REGULATIONS**

8.1 The Authority has not been notified of nor is the Authority otherwise aware of any breach of the conditions and limitations in any planning permissions, approval of reserved matters, building regulations approval and building regulations completion certificates in relation to the Existing Sites.

## 9. **STATUTORY AGREEMENTS AND INFRASTRUCTURE**

9.1 No agreements have been entered into with any planning, highway or other public authority or utilities provider in relation to the Existing Sites.

9.2 There is nothing affecting the Existing Sites which is capable of being registered on the local land charges register but that is not registered.

9.3 The Existing Sites are not subject to any charge or notice remaining to be complied with.

9.4 No grant has been made or claimed in respect of any of the Existing Sites.

## 10. **STATUTORY AND OTHER REQUIREMENTS**

The Authority is not aware of any breach, alleged breach of or any claim under any statutory requirements or byelaws affecting the Existing Sites, its current use, the storage of any substance in it or the use of any fixtures, machinery or chattels in it.

## 11. **ENVIRONMENTAL**

11.1 The Authority is not aware of any hazardous substances or contaminative or potentially contaminative material in, on or under the Existing Sites.

11.2 The Authority has not received any notices and there have been no legal proceedings, disputes or complaints under environmental law or otherwise relating to real or perceived environmental problems at the Existing Sites.

## 12. **NOTICES**

No notices have been given or received by the Authority that affect the Existing Sites.

## 13. **DISPUTES**

No disputes, claims, actions, demands or complaints are currently outstanding, likely or have arisen in the past that relate to any of the Existing Sites or to any rights enjoyed with any of the Existing Sites or to which any of the Existing Sites is subject.

## 14. **UTILITIES**

The Authority enjoys full and unrestricted rights to use such pipes, wires and cables and other apparatus as serve the Existing Sites.

and for the purposes of this warranty a matter will be taken as previously disclosed to the Contractor if it is included in the data room made available to the Contractor at the Council's Offices at Centenary House, 1 Wilford Lane, West Bridgford, Nottingham, NG2 7QZ on 10th January 2006 or was otherwise disclosed in writing by the Authority's solicitors to the Contractor's solicitors (either by way of a hard copy or electronically).