



**Auction Pack**  
**Flat 29 Hoyle Court**  
**BD17 6JR**



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of 29 Hoyle Court Bradford BD17 6JR

In line with the Consumer Protection Regulations 2008, the information enclosed supports our details in providing the purchaser with as much relevant information as possible that may affect their buying decision. This enforces commitment to providing the most complete and professional service for all our clients, whether buying or selling the property.

Although the information in this pack is designed to help, the information provided is from the seller of the property and cannot guarantee the accuracy. Where the information has been sourced via the risk assessment database it is done so based on the property postcode and again this cannot be guaranteed by for accuracy. Although this pre sale pack provides an overview for a potential purchasers it does not and must not replace the usual checks that would be carried out on both parties' behalf by their acting Solicitors

## CONDITIONAL AUCTION TERMS AND CONDITIONS

Introduction These Conditional Auction Terms and Conditions govern the conduct of conditional auctions conducted by Advanced Property Auctions. Any property sold by Advanced Property Auctions either Online or in person which is expressed to be Conditional is governed by these conditions.

There are three sections:

**Glossary** The glossary gives special meanings to certain words used in the conditions.

**Auction Conduct Conditions** The Auction Conduct Conditions govern the relationship between the auctioneer and anyone who participates in the auction. They apply wherever the property is located and cannot be changed without the auctioneer's agreement.

**Reservation Conditions** If you are the successful bidder in a conditional auction for a property then you must enter into a reservation agreement and will be bound by the reservation conditions relevant to that Property.

### Important Notice

Before bidding for a property, a prudent Buyer should carry out their own due diligence, including but not limited to:

- Read these Conditional Auction Terms and Conditions and the Buying section of the Auctioneer's Website
- Check the Buyer Information Pack including the Special Conditions for the Property
- Take advice from professionals such as a conveyancer, a financial advisor, or a surveyor where appropriate.
- Have finance available for the Purchase Price, the Reservation Fee, and any additional fees stated in the Special Conditions These Conditions assume that a Buyer has acted as a prudent Buyer, and bidding without doing so is at your own risk.

## **Glossary**

This glossary applies to the AUCTION CONDUCT CONDITIONS and the RESERVATION CONDITIONS.

The laws of England and Wales apply to the CONDITIONS and YOU, WE, the SELLER and the BUYER all submit to the jurisdiction of the Courts of England and Wales.

Wherever it makes sense:

- singular words can be read as plurals, and plurals as singular words;
- a “person” includes a corporate body;
- words of one gender include the other genders;
- references to legislation are to that legislation as it may have been modified or reenacted by the date of the AUCTION or the CONTRACT DATE (as applicable);
- where the following words appear in small capitals they have the specified meanings.

**ACTUAL COMPLETION DATE** The date when COMPLETION takes place or is treated as taking place for the purposes of apportionment and calculating interest.

**ADDENDUM** An amendment or addition to the CONDITIONS or to the PARTICULARS or to both whether contained in a supplement to the CATALOGUE, a written notice from the AUCTIONEERS or an oral announcement at the AUCTION.

**Approved Financial Institution** Any bank or building society that is regulated by a competent UK regulatory authority or is otherwise acceptable to the AUCTIONEERS.

**ARREARS** ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE. ARREARS Schedule The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

### **AUCTION**

The AUCTION advertised in the CATALOGUE.

## **AUCTION CONDUCT CONDITIONS**

The conditions so headed, including any extra AUCTION CONDUCT CONDITIONS.

### **Auctioneers**

The Auctioneers at the AUCTION.

### **BUSINESS DAY**

Any day except (a) Saturday or Sunday or (b) a bank or public holiday in England and Wales.

### **BUYER**

The person who agrees to buy the LOT or, if applicable, that person's personal representatives: if two or more are jointly the BUYER their obligations can be enforced against them jointly or against each of them separately.

### **BUYER INFORMATION PACK T**

The pack of documents relating to the Property.

### **CATALOGUE**

The catalogue for the AUCTION as it exists at the date of the AUCTION (or, if the catalogue is then different, the date of the CONTRACT) including any ADDENDUM and whether printed or made available electronically.

### **COMPLETION**

Unless the SELLER and the BUYER otherwise agree, the occasion when they have both complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION has been unconditionally received in the SELLER'S conveyancer's client account (or as otherwise required by the terms of the CONTRACT).

### **Condition**

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

## **CONTRACT**

The CONTRACT by which the SELLER agrees to sell and the BUYER agrees to buy the LOT.

## **CONTRACT DATE T**

The CONTRACT DATE is the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

## **DOCUMENTS**

DOCUMENTS of title including, if title is registered, the entries on the register and the title plan and other DOCUMENTS listed or referred to in the SPECIAL CONDITIONS relating to the LOT (apart from FINANCIAL CHARGES).

## **EXTRA GENERAL CONDITIONS**

Any CONDITIONS added or varied by the AUCTIONEERS starting at CONDITION G30.

## **FINANCIAL CHARGE**

A charge to secure a loan or other financial indebtedness (but not including a rent charge or local land charge).

## **GENERAL CONDITIONS**

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', including any EXTRA GENERAL CONDITIONS.

**INTEREST RATE** As specified in the CONTRACT.

**LOT** Each separate property described in the CATALOGUE or (as the case may be) the property that the SELLER has agreed to sell and the BUYER to buy (including chattels, if any).

**Old ARREARS** ARREARS due under any of the TENANCIES that are not "new TENANCIES" as defined by the Landlord and Tenant (Covenants) Act 1995

**ONLINE** On our website.

## **PARTICULARS**

The section of the CATALOGUE that contains descriptions of each LOT (as varied by any ADDENDUM).

## **PRACTITIONER**

An insolvency PRACTITIONER for the purposes of the Insolvency Act 1986 (or, in relation to jurisdictions outside the United Kingdom, a person undertaking a similar role).

## **PRICE**

The PRICE (exclusive of VAT) that the BUYER agrees to pay for the LOT.

## **READY TO COMPLETE**

Ready, willing and able to complete: if COMPLETION would enable the SELLER to discharge all FINANCIAL CHARGES secured on the LOT that have to be discharged by COMPLETION, then those outstanding financial charges do not prevent the SELLER from being READY TO COMPLETE.

## **RESERVATION AGREEMENT**

The agreement which is to be signed by the Buyer and the Seller or by the AUCTIONEER as agent on behalf of either the Seller or Buyer or both, reserving the Property for sale by the SELLER to the BUYER as per the RESERVATION CONDITIONS.

## **RESERVATION FEE**

A non-refundable fee paid by the Buyer to us to reserve the Property.

## **SALE CONDITIONS**

The GENERAL CONDITIONS as varied by any SPECIAL CONDITIONS or ADDENDUM.

## **SELLER**

The person selling the LOT. If two or more are jointly the SELLER their obligations can be enforced against them jointly or against each of them separately.

## **SPECIAL CONDITIONS**

Those of the RESERVATION CONDITIONS so headed that relate to the LOT.

## **TENANCIES**

TENANCIES, leases, licences to occupy, and agreements for lease, and any DOCUMENTS varying or supplemental to them.

### **TENANCY Schedule**

The schedule of TENANCIES (if any) forming part of the SPECIAL CONDITIONS.

## **TRANSFER**

**TRANSFER** includes a conveyance or assignment (and “to TRANSFER” includes “to convey” or “to assign”).

### **We (and Us and Our)**

The AUCTIONEERS.

**You (and Your)** Someone who has seen the CATALOGUE or who attends or bids at or otherwise anticipates in the AUCTION, whether or not a BUYER.

### **Auction Conduct Conditions**

Words in small capitals have the special meanings defined in the Glossary.

#### **A1 Introduction**

**A1.1** The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.

**A1.2** If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

#### **A2 OUR role**

**A2.1** As agents for each SELLER we have authority to

**(a)** prepare the CATALOGUE from information supplied by or on behalf of each SELLER;

**(b)** offer each LOT for sale by conditional AUCTION;

**(c)** receive and hold deposits (if applicable);

**(d)** sign each RESERVATION AGREEMENT; and

**(e)** treat a RESERVATION AGREEMENT as repudiated if the BUYER fails to sign the RESERVATION AGREEMENT or pay a RESERVATION FEE as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

## **Payment of Reservation Fee**

1. On the date of the RESERVATION AGREEMENT the BUYER must pay the RESERVATION FEE to the Auctioneer in the amount detailed in the “Property Details and Reservation Fee” of the RESERVATION AGREEMENT.
2. The RESERVATION FEE is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.
3. The RESERVATION FEE is not refundable to the BUYER unless the SELLER withdraws from the sale during the reservation period. In all other circumstances the BUYER agrees that the RESERVATION FEE shall not be repaid to the Buyer

## **Grant of exclusivity for Reservation Period and Seller’s obligations**

1. Conditional upon payment of the RESERVATION FEE and due execution of the RESERVATION AGREEMENT, the Property shall be reserved to the BUYER for the Reservation Period in which time the BUYER must exchange contracts.
2. In consideration of the payment of the RESERVATION FEE, the SELLER agrees:
  - a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period:
    - b. During the Reservation period:
      - i. Not to encumber or deal with the title to the Property.
      - ii. Not to send, instruct, or allow anyone else to send any contract for sale of the Property to anyone other than the BUYER’s Solicitors
      - iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the BUYER or the BUYER’s mortgagee for the purpose of surveying and/or valuing the Property
      - iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the BUYER any terms for the sale of the Property
    - c. To use all reasonable endeavors to proceed to a formal exchange of contracts within the Reservation Period
    - d. To supply to the SELLER’s Solicitors all documentation, information and authority to enable the SELLER’s Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;

e. To immediately instruct the SELLER's Solicitors to issue a contract for the sale of the property to the BUYER's Solicitors and to answer promptly all enquiries raised by the BUYER's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the BUYER's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the BUYER complies with the terms of this Agreement.

3. The SELLER may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

### **Buyer's Obligations**

1. In consideration of the undertakings given by the SELLER in the RESERVATION AGREEMENT, the BUYER agrees:

a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;

b. To immediately instruct the BUYER's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the SELLER and 14 any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;

c. within five working days after the auction or acceptance of the offer:

i. If the BUYER intends to use a loan in connection with the purchase of the Property, the BUYER shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the BUYER's application as soon as possible including the payment of any application fees;

ii. If the BUYER or the BUYER's mortgagee or lender requires that the Property is surveyed and/or valued, the BUYER will use all reasonable endeavors to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;

iii. Keep the AUCTIONEER and the SELLER's solicitor advised of progress with the application for the loan.

d. Within 5 working days of receiving draft contracts from the SELLER's solicitor, the BUYER must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the SELLER's solicitor. If this has not been undertaken the SELLER reserves the absolute right to re-offer the Property for sale free of any obligation to the BUYER in this event the RESERVATION FEE is deemed nonrefundable.

e. The date of COMPLETION shall be specified in the contract exchanged for the purchase of the Property, but such date shall be no later than the date being 28 days after the date of exchange of contracts and the BUYER shall use all reasonable endeavours to purchase the Property by such date

### **Termination**

1. The RESERVATION AGREEMENT shall not be capable of termination by either the BUYER or the SELLER during the Reservation Period.
2. On the expiry of the Reservation Period (or the expiry of any extension granted by the Seller in writing) if the BUYER has not exchanged contracts to purchase the Property, the RESERVATION AGREEMENT shall automatically terminate
3. The SELLER may terminate the RESERVATION AGREEMENT with immediate effect by written notice to the BUYER if the BUYER is in breach of the BUYER's obligations under the RESERVATION AGREEMENT.
4. Any provision of the RESERVATION AGREEMENT that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the RESERVATION AGREEMENT shall remain in full force and effect.
5. The BUYER agrees that if the CONTRACT for the purchase of the Property has not been legally and unconditionally exchanged within the Reservation Period the SELLER has the absolute right to re-offer the Property for sale free of any obligation to the BUYER. In this event the RESERVATION FEE is deemed non-refundable

### **Incorporation of Conditional Auction Terms and Conditions**

1. The BUYER confirms that they have read and agree with the terms and conditions of the RESERVATION AGREEMENT, the SPECIAL CONDITIONS and these Conditional Auction Terms and Conditions

### **Auctioneer's Position**

1. The SELLER and BUYER acknowledge and agree that the Auctioneer's capacity in relation to the RESERVATION AGREEMENT is solely to act as an agent of the SELLER and not its own capacity.
2. Save in the event of fraud or death or personal injury resulting from the Auctioneer's negligence, neither the Auctioneer nor any of its parent companies, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to the RESERVATION AGREEMENT

## **Waiver**

No failure or delay by a party to exercise any right or remedy provided under the RESERVATION AGREEMENT or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## **Assignment and other dealings prohibited.**

The RESERVATION AGREEMENT is personal to the BUYER and SELLER and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the RESERVATION AGREEMENT.

## **Costs**

1. The BUYER and SELLER shall pay its own costs incurred in connection with this Agreement and any documents referred to in it, except as varied by the SPECIAL CONDITIONS.

2. Fees paid to the Auctioneer may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty liability. Further clarification on this must be sought from your legal representative.

## **General**

1 The RESERVATION AGREEMENT constitutes the entire agreement between the BUYER and SELLER and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

2. Neither the BUYER nor the SELLER shall make, or permit any person to make, any public announcement concerning the RESERVATION AGREEMENT without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## **Notices**

1 Any notice or other communication required to be given to either the BUYER or SELLER under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the

other Party's address as noted on page 1 of the RESERVATION AGREEMENT (or such other address as may be notified in writing by one Party to the other from time to time).

3. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

### **Third Party Rights**

3.1 Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6 of the RESERVATION AGREEMENT, which the Auctioneer is entitled to rely upon and enforce against the BUYER, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the RESERVATION AGREEMENT.

3.2 **R14 Counterparts** The RESERVATION AGREEMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

### **3.3 Governing Law**

1. The RESERVATION AGREEMENT 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.

#### **Jurisdiction .**

The BUYER and SELLER 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 the RESERVATION AGREEMENT or its subject matter or formation (including non-contractual disputes or claims)

Thank you for your agreement to purchase a property through Advanced Property Auction. This Agreement is made between Advanced Property Auction as agent for and on behalf of "the Seller" ("the Auctioneer") and the Buyer(s) as detailed below ("the Buyer(s)"). The Buyer(s) and the Seller will be referred to as "the Parties". This Agreement incorporates the conditional auction terms and conditions set out on the Auctioneer's website at the date of Reservation ("Conditional Auction Terms and Conditions"). The "Buyer Information Pack" is deemed to be complete when the Auctioneer is in receipt of a valid local authority search, official water and drainage search, evidence of title and signed property information questionnaire and fixtures and fittings form.

## Summary of Key terms and Details of the Parties

### Property Details and the Reservation Fee

Date of Reservation \_\_\_\_\_

Property Address ("the Property") \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Purchase Price \_\_\_\_\_

Reservation Fee (payable to Auctioneer) \_\_\_\_\_

**Reservation Period** The period starting on the date of this Agreement and ending 28 days after receipt by the Buyer's solicitors of a draft contract for the sale and purchase of the Property from the Seller's Solicitors,

**Seller (the legal owner of the Property)** \_\_\_\_\_

### Buyer(s) Details

Name(s) of the Buyer(s) \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Telephone Number \_\_\_\_\_

Mobile Telephone Number \_\_\_\_\_

E-mail \_\_\_\_\_

Date of Birth \_\_\_\_\_

**Buyer's Solicitors Details** Solicitor Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

### On Behalf of the Buyer(s):

*Buyer 1 - please sign:*

*Buyer 2 - please sign:*

\_\_\_\_\_

**Seller's Solicitors Details:** Solicitor Name \_\_\_\_\_

Contact Name \_\_\_\_\_ Telephone \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

**IMPORTANT: This Agreement should be read carefully. If you are unsure of any part, phrasing or implication of this Agreement, please ask the Auctioneer to clarify / or seek independent legal advice.**

**Signed by the Parties (or on their behalf). Please sign and date all pages of this agreement.**

**IT IS AGREED**

**1. Payment of Reservation Fee**

- 1. On the date of this Agreement the Buyer(s) shall pay the Reservation Fee to the Auctioneer in the amount detailed in the "Property Details and Reservation Fee" section on page 1 of this Agreement.
- 2. The Parties acknowledge and agree that this fee is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.
- 3. The Reservation Fee is **not** refundable to the Buyer(s) **unless** the Seller withdraws from the sale during the reservation period. In **all** other circumstances the Buyer agrees that the Reservation Fee shall not be repaid to the Buyer.

**2. Grant of exclusivity for Reservation Period and Seller's obligations**

- 1. Conditional upon payment of the Reservation Fee and due execution of this Agreement, the Property shall be reserved to the Buyer(s) for the Reservation Period in which time the Buyer(s) must exchange contracts.
- 2. In consideration of the payment of the Reservation Fee, the Seller agrees:
  - a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period;
  - b. During the Reservation period:
    - i. Not to encumber or deal with the title to the Property.
    - ii. Not to send, instruct or allow anyone else to send any contract for sale of the Property to anyone other than the Buyer's Solicitors;
    - iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the Buyer or the Buyer's mortgagee for the purpose of surveying and/or valuing the Property;
    - iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the Buyer(s) any terms for the sale of the Property;

**On Behalf of the Buyer(s):**

I/we, the Buyer(s), agree with the information set out on page 1 and 2 of this Agreement. I understand that the Reservation Fee is paid in addition to the sale price as detailed on page one of this Agreement. I understand the Reservation Fee is paid on a non-refundable basis as fees to the Auctioneer.

Buyer 1 - please sign: \_\_\_\_\_ Buyer 2 - please sign: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT: \_\_\_\_\_ PRINT: \_\_\_\_\_

**On Behalf of the Seller (signed by the Auctioneer as agent for the Seller):**

Signed: \_\_\_\_\_ PRINT: \_\_\_\_\_ Date: \_\_\_\_\_

- c. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
  - d. To supply to the Seller's Solicitors all documentation, information and authority to enable the Seller's Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;
  - e. To immediately instruct the Seller's Solicitors to issue a contract for the sale of the property to the Buyer's Solicitors and to answer promptly all enquiries raised by the Buyer's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the Buyer's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the Buyer(s) complies with the terms of this Agreement.
3. The Seller may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

### 3. Buyer's Obligations

1. In consideration of the undertakings given by the Seller in this Agreement, the Buyer(s) agrees:

- a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
- b. To immediately instruct the Buyer's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the Seller and any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;
- c. within five working days after the auction or acceptance of the offer:
  - i. If the Buyer(s) intends to use a loan in connection with the purchase of the Property, the Buyer(s) shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the Buyer's application as soon as possible including the payment of any application fees;
  - ii. If the Buyer(s) or the Buyer's mortgagee or lender requires that the Property is surveyed and/or valued, the Buyer(s) will use all reasonable endeavours to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;
  - iii. Keep the Auctioneer and the Seller's Solicitors advised of progress with the application for the loan.
- d. Within 5 working days of receiving draft contracts from the sellers solicitor, the Buyer(s) must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the sellers solicitor. If this has not been undertaken the Seller reserves the absolute right to re-offer the Property for sale free of any obligation to the Buyer(s). In this event the Reservation Fee is deemed non-refundable.
- e. The date of completion shall be specified in the contract exchanged for the purchase of the Property but such date shall be no later than the date being 28 days after the date of exchange of contracts and the Buyer(s) shall use all reasonable endeavours to complete the purchase of the Property by such date.

### 4. Termination

- 1. Subject to clauses 4.2 and 4.3, this Agreement shall not be capable of termination by either party during the Reservation Period.
- 2. On the expiry of the Reservation Period (or the expiry of any extension granted by the Seller in writing) if the Buyer(s) has not exchanged contracts to purchase the Property, this Agreement shall automatically terminate.
- 3. The Seller may terminate this Agreement with immediate effect by written notice to the Buyer(s) if the Buyer(s) is in breach of the Buyer's obligations under this Agreement.
- 4. Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.
- 5. The Buyer(s) agrees that if contracts for the purchase of the Property have not been legally and unconditionally exchanged within the Reservation Period the Seller has the absolute right to re-offer the Property for sale free of any obligation to the Buyer. In this event the Reservation Fee is deemed non-refundable as detailed above.

### On Behalf of the Buyer(s):

*Buyer 1 - please sign:*

*Buyer 2 - please sign:*

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## 5. Incorporation of Conditional Auction Terms and Conditions

The Buyer(s) confirm that they have read and agree with the terms and conditions of this Agreement and the Conditional Auction Terms and Conditions attached to this Agreement.

## 6. Auctioneer's Position

1. The Seller and Buyer acknowledge and agree that the Auctioneer's capacity in relation to this Agreement is solely to act as an agent of the Seller and not its own capacity.
2. Save in the event of fraud or death or personal injury resulting from the Auctioneer's negligence, neither the Auctioneer nor any of its parent companies, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to this Agreement.

## 7. Waiver

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 8. Assignment and other dealings prohibited

This Agreement is personal to the parties and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement.

## 9. Costs

1. Each Party shall pay its own costs incurred in connection with this Agreement and any documents referred to in it.
2. Fees paid to the Auctioneer may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty liability. Further clarification on this must be sought from your legal representative.

## 10. General

1. This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
2. No party shall make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of the other parties (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

## 11. Notices

1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 (or such other address as may be notified in writing by one Party to the other from time to time).
2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

## On Behalf of the Buyer(s):

## 12. Third Party Rights

Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6, which the Auctioneer is entitled to rely upon and enforce against the Buyer, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

## 13. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

## On Behalf of the Buyer(s):

*Buyer 1 - please sign:*

*Buyer 2 - please sign:*

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**11. Notices**

1. Any notice or other communication required to be given to a party under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 (or such other address as may be notified in writing by one Party to the other from time to time).  
2. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

**On Behalf of the Buyer(s):**

**12. Third Party Rights**

Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6, which the Auctioneer is entitled to rely upon and enforce against the Buyer, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

**13. Counterparts**

This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**14. Governing Law**

This Agreement 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.

**15. 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 Agreement or its subject matter or formation (including non-contractual disputes or claims).

**Signed by the Parties (or on their behalf). Please sign and date all pages of this Agreement.  
On Behalf of the Buyer:**

I/we, the Buyer(s), agree with the terms and conditions set out in this Agreement I understand that the Reservation Fee is paid in addition to the sale price as detailed on page one of this Agreement. I understand the Reservation Fee is paid on a non-refundable basis as fees to the Auctioneer.

*Buyer 1 - please sign:* \_\_\_\_\_ *Buyer 2 - please sign:* \_\_\_\_\_ *Date:* \_\_\_\_\_

*PRINT:* \_\_\_\_\_ *PRINT:* \_\_\_\_\_

**On Behalf of the Seller (signed by the Auctioneer as agent for the Seller):**

*Signed:* \_\_\_\_\_ *PRINT:* \_\_\_\_\_ *Date:* \_\_\_\_\_

**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 28 April 2026 shows the state of this title plan on 28 April 2026 at 13:49:31. 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, Nottingham Office .



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 WYK703894

Edition date 30.06.2025

- This official copy shows the entries on the register of title on 28 APR 2026 at 13:49:33.
- 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 28 Apr 2026.
- 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, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : BRADFORD

- 1 (12.11.2001) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1-87(odd) and 2-16(even) Hoyle Court Road, 1-83(odd), Hoyle Court Drive and 53-111(odd) Hoyle Court Avenue, Bradford.
- 2 (28.04.2003) By Conveyances and Transfers of adjacent or neighbouring land pursuant to Chapter 1 of Part I of the Housing Act 1980 or Part V of the Housing Act 1985 the land has the benefit of and is subject to the easements and other rights prescribed by paragraph 2 of Schedule 2 to the Housing Act 1980 or Schedule 6 to the Housing Act 1985.
- 3 (28.04.2003) The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 24 February 2003 referred to in the Charges Register:-

"The Property is transferred TOGETHER WITH the rights and easements set out in Clause 11.1 and the benefit of and subject to any rights reserved or granted and any covenants contained in any conveyances transfers or leases of property adjacent or contiguous thereto previously sold by the Transferor and which benefit or encumber the Property but excluding the benefit of (a) any covenants relating exclusively to the Retained Land and (b) all covenants as to the repayment of all or any part of any sum by which a purchase price to an RTB Tenant was discounted EXCEPTING AND RESERVING for the benefit of the Transferor and its successors in title the rights set out in Clause 11.2 AND SUBJECT TO the Restrictions the Leases and the matters set out in Clause 11.3 (insofar as they affect the Property and are still subsisting and capable of being enforced).

11.1 RIGHTS GRANTED The following rights and easements are granted to the Transferee over the Retained Land and each and every part thereof:

11.1.1 SUPPORT The right of subjacent and lateral support from the Retained Land and each and every part thereof for the benefit of the Property and each and every part of it.

11.1.2 RIGHTS OF WAY The right for the Transferee and the owner or owners and occupier or occupiers for the time being of the Property or any part thereof and all persons authorised by it or them at all times

## A: Property Register continued

in common with the Transferor and all other persons to whom a like right has been or may hereafter be granted for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof to pass and repass (with or without vehicles in the case of roads and accessways) over and along the amenity areas, footpaths, roads and accessways forming part of the Retained Land which provide access to and egress from the Property subject to Transferee paying a fair and reasonable proportion of the Transferor's costs in maintaining, repairing, replacing or renewing them PROVIDED THAT the Transferor may upon giving not less than 28 days' written notice to the Transferee or its successors in title (except in the case of emergency) from time to time alter the route of any roads and accessways through the Retained Land and if it does so shall provide suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any alternative route provided over the Retained Land to the Property shall be adequate for the present use and occupation of the Property.

11.1.3 REPAIRS AND MAINTENANCE The right subject to not less than 7 days' prior written notice to the Transferor (except in case of emergency) to enter upon the Retained Land with or without workmen and others, materials and appliances for the purposes of repairing replacing maintaining and/or decorating the buildings now erected on the Property or the open space and amenity areas or the roads paths and accessways (the Transferee making good forthwith at its own expenses all damage and loss caused thereby) or for the purposes of carrying out works in default of the Transferor pursuant to clause 11.5 hereof.

11.1.4 SERVICES The free and uninterrupted right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property and along all Service Conduits as may during the Perpetuity Period be constructed on over through or under the Retained Land which serve the Property such right to be in common with the Transferor and all other persons who are or may hereafter be entitled to connect with or use the same or any of them subject to Transferee paying a fair and reasonable proportion of the Transferor's costs in maintaining repairing replacing or renewing them TOGETHER WITH the right and subject to not less than 7 days' prior notice to the Transferor (except in case of emergency) to enter on to the Retained Land with or without workmen and others materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferee causing as little inconvenience and damage as possible and making good forthwith at its own expense all damage and loss caused thereby) PROVIDED ALWAYS that this right includes the right during the Perpetuity Period to make further connections and laying in under through or over the roads footpaths and accessways from time to time forming part of the Retained Land such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED ALWAYS that any such right to lay new Service Conduits or to make connections to or alter or adjust the Service Conduits are by routes approved by the Transferor (such approval not to be unreasonably withheld) PROVIDED FURTHER that the Transferor may for the purpose of developing the Retained Land upon reasonable prior notice at its sole cost divert the course of any of the Service Conduits subject to (a) providing suitable alternative Service Conduits adequate for the present use and occupation of the Property (b) such diversion causing no material interruption in the services to the Property and (c) making good forthwith all damage and loss thereby caused.

11.1.5 RIGHTS OF LIGHT AND AIR The right to the unimpeded access and enjoyment of light and air to all the windows in the buildings now upon the Property from or over the Retained Land.

11.1.6 QUASI-EASEMENTS All easements quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of the severance hereby effected over any land (including the Retained Land) owned and retained by the Transferor SUBJECT TO the Transferee paying a fair proportion according to use of the cost of repairing and maintaining any such easement, quasi-easement, liberty, privilege, right or advantage the use of which is appurtenant to the Property.

## A: Property Register continued

11.2. EXCEPTIONS AND RESERVATIONS The following rights are excepted and reserved to the Transferor for the benefit of the Retained Land and each and every part thereof:

11.2.1 SUPPORT The right of subjacent and lateral support from the Property and each and every part thereof for the benefit of the Retained Land and each and every part of it.

11.2.2 RIGHTS OF WAY The right for the Transferor and the owner or owners and occupier or occupiers for the time being of the Retained Land or any part thereof and all persons authorised by it or them at all times for all reasonable purposes connected with the use and enjoyment of the Retained Land or any part thereof in common with the Transferee and all other persons to whom a like right has been or may hereafter be granted to pass and repass (with or without vehicles in the case of roads, forecourts and accessways) over the amenity areas, footpaths roads and accessways forming part of the Property which provide access to and egress from the Retained Land subject to the Transferor paying a fair and reasonable proportion of the Transferee's costs in maintaining, repairing replacing or renewing them PROVIDED THAT the Transferee may upon giving not less than 28 days' written notice to the Transferor or its successors in title (except in case of emergency) from time to time to alter the route of any roads or accessways through the Property and if it does so shall provide suitable alternative routes at its own expense causing minimum inconvenience and making good as soon as practicable any damage so caused AND PROVIDED FURTHER THAT any alternative route provided over the Property to the Retained Land shall be adequate for the present use and occupation of the Retained Land.

11.2.3 REPAIRS AND MAINTENANCE The right subject to not less than 7 days' prior written notice to the Transferee (except in case of emergency) to enter upon the Property with or without workmen and others materials and appliances for the purpose of repairing replacing maintaining and or decorating the buildings now or within the Perpetuity Period erected on the Retained Land or the open space and amenity areas or the roads, paths or accessways (the Transferor making good forthwith at its expense all damage and loss caused thereby) or for the purposes of carrying out works in default of the Transferee pursuant to clause 11.4 hereof.

11.2.4 SERVICES The free and uninterrupted right to the passage and running of water soil gas electricity or other fuels telephone television and other services to and from the Retained Land through and along all Service Conduits as are now existing or through and along any replacement or new Service Conduits as may during the Perpetuity Period be constructed on over through in or under the Property and which serve the Retained Land such right to be in common with the Transferee and all other persons who are now or may hereafter be entitled to connect with or use the same or any of them subject to the Transferor paying a fair and reasonable proportion of Transferee's costs in maintaining repairing replacing or renewing them TOGETHER WITH the right and subject to not less than 7 days' prior written notice to the Transferee (except in case of emergency) to enter on to the Property with or without workmen and other materials and appliances for the purpose of connecting to laying inspecting repairing maintaining renewing altering adjusting and cleansing such Service Conduits (the Transferor causing as little inconvenience and damage as possible and making good forthwith at its own expense all damage and loss caused thereby) PROVIDED ALWAYS that this right includes the right during the Perpetuity Period to make further connections and laying in under through or over the roads footways and accessways from time to time forming part of the Property such further Service Conduits as are reasonably necessary for any increased flow from time to time PROVIDED ALWAYS that any such right to lay new Service Conduits or to make connections to or to alter or adjust Service Conduits are by routes approved by the Transferee (such approval not to be unreasonably withheld) PROVIDED FURTHER that the Transferee may for the purpose of developing the Property upon reasonable prior notice at its sole cost divert the course of any of the Service Conduits subject to (1) providing suitable alternative Service Conduits adequate for the present use and occupation of the Retained Land (b) such diversion

## A: Property Register continued

causing no material interruption in the services to the Retained Land and (c) making good forthwith all damage and loss thereby caused.

11.2.5 RIGHTS OF LIGHT AND AIR The right to the unimpeded access and enjoyment of the light and air to all the windows in the buildings now upon the Retained Land from or over the Property.

11.2.6 QUASI-EASEMENTS All easements and quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of the severance hereby effected over the Property had the Property been the Retained Land and the Land the Property SUBJECT TO the Transferor paying a fair proportion according to user of the cost of repairing and maintaining any such easement, quasi-easement, liberty, right or advantage the use of which is appurtenant to the Retained Land.

11.3 The Property is transferred subject to and with the benefit of:

11.3.1 Any right or easement granted or reserved by transfers or conveyances of any adjoining or neighbouring property previously sold by the Transferor or its predecessors in title pursuant to Part V of the Housing Act 1957 Chapter I or Part I of the Housing Act 1980 or Part V of the Housing Act 1985.

11.3.2 Any right reserved by the transfers or conveyances of any adjoining or neighbouring land previously sold by the Transferor or its predecessors in title so far as the same are still subsisting and capable of taking legal effect."

NOTE 1: The Transfer contains the following definitions:-

"11. Additional Provisions

"Certificate" means the certificate of title in Land Registry form PSD 17 of even date herewith signed by the Transferor in respect of those parts of the Property which are not registered at Land Registry

"Community Benefit" means the provision of sports recreational facilities, places of worship or community centres, workshops and/or community services and/or community regeneration initiatives or other non profit distributing enterprises, for the benefit of all or some of the residents of City of Bradford Metropolitan District

"Disposal" means the transfer of or grant or creation

"Exempt Disposal" means:

(i) a mortgage or a charge or any other Disposal by way of security pursuant to any loan agreement under which monies advanced are secured on the Property or any part thereof;

(ii) a Disposal to a statutory undertaker, utility company or other similar body acquiring land for the provision of an electricity sub-station, gas governor pumping station, service media or other similar facility;

(iii) a Disposal to a highways authority in respect of highways work;

(iv) A Disposal to the Transferor or other local body where land is to be used as a public open space, woodland, play area, tree belt, recreation area or other amenity or landscaped area or facility or where it is to be used for any Community Benefit;

(v) A Disposal for a consideration of less than £750 or of such greater amount as shall reflect any increase in RPI from the date hereof to the date of such Disposal;

(vi) A Disposal to an owner of a residential property where:

(i) the land comprised in the Disposal adjoins the property of the residential owner; (ii) the land is for the ancillary to the residential use of such residential owner's property; and (iii) the consideration for the Disposal does not exceed £2,000 or such greater

## A: Property Register continued

amount than £2,000 as shall reflect any increase in RPI from the date hereof to the date of such Disposal;

(vii) A Disposal which is exempt disposal within the categories specified in Section 81(8) of the Housing Act 1988 but excluding Section 81(8)(c);

(viii) a Disposal which is effected at the express direction of any mortgagee or chargee of the Transferee (including any receiver appointed by such mortgagee or chargee) or the Housing Corporation which is (in either case) for the sole purpose of enabling the Transferee to trade out of financial difficulty and the Transferee has obtained consent from the Secretary of State under Section 133 of the Housing Act 1988 to such disposal; (ix) a Disposal where the Transferor and the Transferee shall agree in writing is an Exempt Disposal;

(x) a Disposal where the land disposed of will be used for Community Benefit and/or Social Housing;

(xi) A Disposal pursuant to a compulsory purchase order or a voluntary disposal following the commencement of a compulsory purchaser procedure.

(xii) a Disposal of any shop by way of a lease to a tenant;

(xiii) a Disposal in exercise of a power of sale by any mortgagee or chargee of the Transferee (including any receiver appointed by such mortgagee or chargee).

"Highways" means the adopted highways and public footpaths within the Property

"Leases" means all leases and tenancies to which the Property or any part thereof is subject and subject to which the Property is transferred to the Transferee including any leases referred to on the registers of the Title Numbers listed in Schedule 1 and those referred to in the Certificate of Title

"Local Trusts" means North Bradford Community Housing Trust Limited (Company No:4290347);

East Bradford Community Housing Trust Limited (Company No:4280346);

South Bradford Community Housing Trust Limited (Company No:4280348);

Bradford West City Community Housing Trust Limited (Company No:4290351);

Aire-Wharfe Community Housing Trust Limited (Company No:4290356);

Shipley Community Housing Trust Limited (Company No:4290349);

and "Local Trust" shall mean any one of them as the context requires;

"Option" means the option granted by Clause 11.11

"Option Land" means the property specified in any Option Notice

"Option Notice" means the notice specified in Clause 11.11.2

"Perpetuity Period" means a period of eighty years from the date hereof which period shall be the Perpetuity Period applicable to this Transfer under the rule against perpetuities

"Property" means the property as described in Panel 2 of this Transfer

"Restrictions" means the covenants conditions restrictions and stipulations (insofar as the same affect the Property and are capable of being enforced or of giving rise to any liability on the part of the Transferor) contained or referred to in the title deeds and documents relating to the Property, brief particulars of which are set out in the

## A: Property Register continued

Certificate and in the registers of title at H M Land Registry of the Title Numbers listed in Schedule 1 (except for the avoidance of doubt, any charges to secure financial obligations) and any covenants conditions restrictions and stipulations contained or referred to in any leases on the part of the lessor to which the Property is subject or in any lease on the part of the lessee under which any leasehold part of the Property is held

"Retained Land" means all land owned and retained by the City of Bradford Metropolitan District Council at the date of this Transfer which is capable of being subject to and benefiting from the easements and covenants contained in this Transfer

"RTB Tenant" means a tenant who has purchased his/her home pursuant to the provisions of the Housing Act 1985 or applicable statutory provisions preceding that Act

"Secretary of State" means the Deputy Prime Minister (in his capacity as First Secretary of State) at the Office of the Deputy Prime Minister

"Service Conduits" means all sewage plants or works, mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are or shall become vested in the statutory undertakings

"Social Housing" means the provision of houses and flats for letting at affordable or below market rents to persons in housing need by registered social landlords and includes but is not limited to the sale of dwellings on shared ownership leases, or other equity sharing arrangements, approved by the Housing Corporation from time to time and includes the provision of accommodation for wardens and other support staff in hostels or sheltered schemes

"Unregistered Land Plans" means the plans annexed to this Transfer;

The expression "Transferor" and "Transferee" shall, where the context so admits, include successors in title.

For the avoidance of doubt, any rights granted or excepted and reserved over the Retained Land or the Property as the case may be, in this Transfer shall be deemed not to confer rights over any such part of the Retained land or the Property as the case may be, in this Transfer shall be deemed not to confer rights over any such part of the Retained Land or the Property as is a roadway, footpath or accessway which is adopted and maintainable at public expense."

NOTE 2: The option referred to does not affect the land in this title.

## 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 (28.04.2003) PROPRIETOR: INCOMMUNITIES LIMITED (Industrial and Provident Society No. IP30178R) of The Quays, Victoria Street, Shipley BD17 7BN.
- 2 (28.04.2003) RESTRICTION: No disposition by the proprietor of the registered estate or in exercise of the power of sale or leasing in any registered charge (except an exempt disposal as defined by section 81(8) of the Housing Act 1988) is to be registered without the consent of -
  - (a) in relation to a disposal of land in England, the Secretary of State, and
  - (b) in relation to a disposal of land in Wales, the Welsh Ministers, where consent to that disposition is required by s.133 Housing Act 1988.

## B: Proprietorship Register continued

- 3 (28.04.2003) RESTRICTION: Except under an order of the registrar no disposition by the proprietor of the land is to be registered unless there is furnished to the Chief Land Registrar a certificate by the solicitor for the said proprietor confirming either that it is an exempt disposal as defined in clause 11 of the Transfer dated 24 February 2003 referred to in the Charges Register or that the provisions of Clause 11.4.4 of the said transfer have been complied with.
- 4 (28.04.2003) The Transfer dated 24 February 2003 referred to in the Charges Register contains Transferors personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 5 (28.04.2003) RESTRICTION: Except under an order of the registrar no disposition or dealing by the proprietor of the land or made in exercise of the power of sale in any Charge subsequent to that dated 24 February 2003 contained in the Debenture in favour of M&G Trustee Company Limited referred to in the Charges Register is to be registered or noted without the consent of the proprietor for the time being of the said Charge.
- 6 (28.04.2003) RESTRICTION: Except under an order of the registrar no disposition or dealing by the proprietor of the land or made in exercise of the power of sale in any Charge subsequent to that dated 24 February 2003 in favour of M&G Trustee Company Limited referred to in the Charges Register is to be registered or noted without the consent of the proprietor for the time being of the said Charge.
- 7 (28.04.2003) The Transfer to the proprietor contains a covenant to observe and perform the covenants in the Transfer dated 24 February 2003 referred to in the Charges Register and of indemnity in respect thereof.
- 8 (29.08.2013) The proprietor's address for service has been changed.

## Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 24 February 2003 referred to in the Proprietorship Register:-

### "11.5 TRANSFEROR'S COVENANTS

The Transferor covenants with the Transferee:-

11.5.1 To maintain and keep in repair all private roads, parking places, footpaths and accessways forming part of the Retained Land and which serve the Property and the kerbs, pavements, street lighting, signposting and notices thereon.

11.5.2 To maintain and keep in repair all private Service Conduits forming part of the Retained Land and which serve the Property

### 11.6. ASSIGNMENT

The Transferor (insofar as it is within the Transferor's power to assign the same) HEREBY ASSIGNS unto the Transferee the benefit of all positive covenants and other matters (if any) contained in any transfers conveyances or leases of all land adjacent to or adjoining the Property and formerly in the ownership of the Transferor but sold to purchasers entitled to purchase the same under the provisions of the Housing Acts

1980

and 1985 as well as other statutes so enabling and all other voluntary disposals (in this clause known as "the Sold Land") and which relate to the Property and in particular (but

without

limitation) all covenants to bear a proportion of the cost of repairing maintaining cleansing or operating any parking areas accessways paths roads and ditches and also all mains pipes draining sewers cables conduits and all other conducting media and apparatus relating thereto located in over through or

under

## Schedule of personal covenants continued

the Property and used by the owners of the Sold Land in common with the Transferor and the occupiers of the Property and the Transferee hereby accepts the assignment PROVIDED THAT this assignment shall not include the benefit of any covenants as to the repayment of all or any part of any sum by which a purchase price was discounted imposed on the sale of any of the Sold Land before the date hereof."

## C: Charges Register

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

- 1 (12.11.2001) A Indenture dated 2 August 1888 made between unspecified parties contains reservations covenants restrictions and stipulations but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 (12.11.2001) A Indenture dated 21 November 1889 made between unspecified parties contains reservations covenants restrictions and stipulations but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (12.11.2001) A Indenture dated 28 November 1889 made between Unspecified parties contains reservations covenants restrictions and stipulations but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (12.11.2001) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.

NOTE: The leases are referenced by numbering in blue on the filed plan.

- 5 (12.11.2001) The leases specified in the Schedule of Leases hereto which are shared ownership leases made pursuant to either Part 1 of the Housing and Building Control Act 1984 or sections 143-153 of the Housing Act 1985 took effect with the benefit of and subject to the easements and other rights prescribed in paragraph 2 of Schedule 6 of the Housing Act 1985, respectively.
- 6 (12.11.2001) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land numbered 114 in blue on the filed plan dated 13 January 1966 referred to in the schedule of leases hereto:-

"Together with a full free and unrestricted right of way at all times and for all purposes (in common with the Lessors and all others entitled to a right of way thereover) over and along the land shown coloured brown on the said plan and key plan"

NOTE: Copy plan filed.

- 7 (12.11.2001) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land numbered 115 in blue on the filed plan dated 22 July 1964 referred to in the schedule of leases hereto:-

"TOGETHER with a right of way at all times (in common with the Lessors and all others entitled to like right) over and along the land shown coloured blue on the said plan and key plan for the purpose only of gaining access to and egress from the said plot of land and any building or structure for the time being erected thereon AND TOGETHER ALSO with a right to lay place use inspect repair maintain renew and remove electric lines in and under the said land shown coloured blue on the said plan and key plan"

NOTE: The land coloured blue referred to above has been tinted blue on the filed plan.

- 8 (28.04.2003) A Transfer dated 24 February 2003 made between (1) City of

## C: Charges Register continued

Bradford Metropolitan District Council and (2) Bradford Community Housing Trust Limited contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 9 (28.04.2003) Those dwelling houses in this title other than those listed in Schedule 2 to the Transfer dated 24 February 2003 referred to above are the subject of a preserved right to buy in favour of qualifying persons within the meaning of Part V of the Housing Act 1985 as it applies by virtue of regulations under Section 171C of that Act.

*NOTE: Copy Schedule 2 filed under WYK707691.*

- 10 (28.04.2003) REGISTERED CHARGE contained in a Debenture dated 24 February 2003 affecting also other titles to secure the moneys including the further advances therein mentioned.

*NOTE: Charge reference WYK707691.*

- 11 (28.04.2003) Proprietor: M&G TRUSTEE COMPANY LIMITED (Co. Regn. No. 1863305) of 10 Fenchurch Avenue, London EC3M 5AG and of trustees.admin@mandg.co.uk.

- 12 The Charge Certificate relating to the charge dated 24 February 2003 in favour of M&G Trustee Company Limited is retained in Land Registry (Section 63 of the Land Registration Act 1925)

- 13 (28.04.2003) RESTRICTION: Except under an order of the registrar no disposition (including an exercise of the power of sale but excluding an exempt disposal as defined by section 81(8) of the Housing Act 1988) by the proprietor of the Charge dated 24 February 2003 in favour of M&G Trustee Company Limited is to be registered without the consent of the Secretary of State to that disposition under the provisions of section 133 of that Act.

- 14 (28.04.2003) REGISTERED CHARGE dated 24 February 2003 affecting also other titles to secure the moneys including the further advances therein mentioned.

*NOTE 1: The proprietor of this charge is obliged to make further advances in accordance with the mortgage terms and conditions*

*NOTE 2: Charge reference WYK707691.*

- 15 (28.04.2003) Proprietor: M&G TRUSTEE COMPANY LIMITED (Co. Regn. No. 1863305) of 10 Fenchurch Avenue, London EC3M 5AG and of trustees.admin@mandg.co.uk.

- 16 The Charge Certificate relating to the charge dated 24 February 2003 in favour of M&G Trustee Company Limited is retained in Land Registry (Section 63 of the Land Registration Act 1925)

- 17 (28.04.2003) RESTRICTION: Except under an order of the registrar no disposition (including an exercise of the power of sale but excluding an exempt disposal as defined by section 81(8) of the Housing Act 1988) by the proprietor of the Charge dated 24 February 2003 in favour of M&G Trustee Company Limited is to be registered without the consent of the Secretary of State to that disposition under the provisions of section 133 of that Act.

- 18 (21.10.2004) By a Deed dated 29 July 2004 made between (1) Shipley Community Housing Trust Limited and (2) Nicholas James Wilson the terms of the Lease dated 1 July 2004 of WYK292478 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under WYK292478.*

- 19 (28.12.2006) By a Deed dated 18 December 2006 made between (1) Shipley Community Housing Trust Limited and (2) Francesca Jane Rastrick the terms of the Lease dated 10 June 1989 of WYK446516 referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under WYK446516.*

- 20 (12.10.2016) A Deed dated 13 July 2016 made between (1) Incommunities Limited and (2) Michelle Louise Clough rectified the terms of the lease

## C: Charges Register continued

dated 21 May 2007 of 8 Hoyle Court referred to in the schedule of leases hereto.

*NOTE:- Copy Deed filed under WYK852423.*

### Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 24 February 2003 referred to in the Charges Register:-

"11.4 The Transferee covenants with the Transferor as follows:

11.4.1 With the object and intent of affording the Transferor a full and sufficient indemnity but not further or otherwise that the Transferee will hereafter observe and perform the Restrictions insofar as they affect the Property and are capable of being enforced and also the covenants and obligations on the part of the landlord contained in the Leases and keep the Transferor fully and effectually indemnified against all actions proceedings costs charges claims demands and liabilities whatsoever in respect of any future breach or non-observance

or

non-performance of them.

11.4.2 That upon any sale of the freehold or leasehold interest by the

Transferee of any part of the Property to a tenant of that part

of the Property pursuant to the Preserved Right to Buy as set out in Sections 171A to 171H Housing Act 1985 or to any voluntary right to buy scheme similar thereto operated by the Transferee or the Right to Acquire scheme as set out in

Section

16 of the Housing Act 1996, the Transferee will obtain from that tenant and to the intent and so as to bind that part of

the

Property into whosoever hands the same may come a covenant to observe and perform the covenants set out below PROVIDED THAT It is hereby agreed and declared that the Transferee, Local Trusts and all other persons deriving title under them

including

(inter alia) any mortgagee chargee or receiver of the

Transferee

or Local Trust or persons deriving title through any of them (other than tenants acquiring pursuant to Voluntary sales of

or

the Right to Buy or Right to Acquire parts of the Property) shall not themselves be bound by any of the said covenants.

The

covenants are:

(a) To maintain in a good state of repair and condition all buildings comprised in the Property (including greenhouses)

and the fences walls or other boundary structures or hedges

erected or growing along the boundaries of the Property marked on the inside with a "T" on the Plan annexed hereto and in particular the paintwork of the exterior of all buildings

(b) Not to place any notice or advertisement of any description

on the Property (other than a business notice in case the Property is used for the purposes of a doctor or dentist

and

notices or advertisements in the usual form for the sale

or

letting of the Property) and no hoardings or structures shall be erected for use as a bill posting or advertising

## Schedule of restrictive covenants continued

station

- (c) Not to alter demolish or make any additions whatsoever to the Property or to any buildings or structures for the time being erected thereon or forming part thereof nor to erect any further buildings or boundary walls or fences thereon without previously submitting plans showing such alterations additions or erections and obtaining the consent of the Transferor in writing thereto (the requirement for such consent to be in addition to and not in substitution for any planning permission or other similar statutory consents)
- (d) Not to sell or suffer to be sold any wines spirits beer or intoxicating liquors of any kind on the Property or any part thereof
- (e) Not to do or keep or suffer to be done or kept upon the Property any act or thing which may be or become a nuisance or annoyance or cause inconvenience to the Transferor or to the owners or occupiers of the adjoining or neighbouring land or premises
- (f) Not to commit or incite any other person or persons to commit to allow members of his/her household or invited visitors to commit any form of harassment on the grounds of race colour religion sex disability or any other motive which may interfere with the peace and comfort or cause to the owners or occupiers of the adjoining or neighbouring or neighbouring land or premises
- (g) Not to carry on any trade profession or business on or from the Property nor use the Property other than as a single private dwelling (except however that a doctor dentist or childminder may carry on his or her practice there but in the case of a childminder the written consent of the Transferor must first be obtained)
- (h) Not to dig out of the Property any sand or gravel except in the course of excavating for the foundations of any buildings to be erected thereon
- (i) Not without the prior consent of the Transferor in writing to:
- . Park upon any part of the Property either temporarily or permanently any caravan or moveable dwelling of any kind whatsoever
  - . Keep livestock (other than a domestic dog and/or cat and/or cage bird) on the Property
  - . Remove or require the removal by any person of any cable at present laid in or affixed to the Property and used either for the transmission of electricity or of radio

## Schedule of restrictive covenants continued

television or telephone signals or in connection with any alarm security or similar communication system.

And the definitions will be:

"the Property" means the property being transferred

11.4.3 Not to dispose of the Property or any part thereof except with the consent of the Secretary of State or from any other person succeeding the Secretary of State as being the person empowered

to give consent for the disposal of the Property and for the disposal of the Property and for the avoidance of doubt the Transferee shall only be required to obtain such consent for so

long as the Secretary of State has the jurisdiction and the power so to do PROVIDED THAT no such consent shall be required if the disposal is an exempt disposal as defined in Section 81(8) of the Housing Act 1988

11.4.4 To give notice to the Transferor of any Disposal other than an Exempt Disposal occurring within 15 years of the date of this transfer with a certified copy of the completed Disposal document within 10 working days of completion PROVIDED THAT

this covenant shall only apply to Bradford Community Housing Trust Limited and the Local Trusts and shall not bind their successors

in title, or any mortgagee or chargee of any of them nor any receiver appointed by any such mortgagee or chargee or persons deriving title through such mortgagee, chargee or receiver.

11.4.5 To maintain and keep in repair all private roads, parking places

which footpaths and accessways forming part of the Property and

serve the Retained Land and the kerbs, pavements, street lighting, signposting and notices thereon.

11.4.6 To maintain and keep in repair all private Service Conduits and which serve the Retained Land."

## Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	31.05.1983 1(part of)	15 Hoyle Court Road	01.04.1983 125 years from 1.4.1983	WYK287407
2	14.03.1990 2 (part of)	13 Hoyle Court Road	29.10.1988 125 years from 1.4.1983	wyk464472
3	21.03.1991 3 (part of)	3 Hoyle Court Road	26.01.1991 125 years from 1.4.1983	wyk487483
4	12.10.1998 4 (part of)	31 Hoyle Court Road	26.09.1998 125 years from 1.4.1983	wyk634773
5	21.05.1993 5 (part of)	21 Hoyle Court Road	24.04.1993 125 years from 1.4.1983	wyk530617
6	04.10.1994 5 (part of)	29 Hoyle Court Road	09.07.1994 125 years from 1.4.1983	wyk558483

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
7	14.03.1989 6 (part of)	27 Hoyle Court Road	04.03.1989 125 years from 1.4.1983	wyk437810
8	12.07.1989 6 (part of)	19 Hoyle Court Road	10.06.1989 125 years from 1.4.1983	wyk446516
NOTE: See entry in Charges Register relating to a Deed of Variation dated 18 December 2006				
9	12.10.1998 7 (part of)	31 Hoyle Court Road	26.09.1998 125 years from 1.4.1983	wyk634773
10	13.05.1983 8 (part of)	17 Hoyle Court Road	01.04.1983 125 years from 1.4 1983	wyk286158
11	07.05.1992 9 (part of)	39 Hoyle Court Road	28.03.1992 125 years from 28.3.1992	wyk508761
12	01.04.1996 9 (part of)	47 Hoyle Court Road	16.03.1996 125 years from 28.5.1988	wyk586115
13	10.08.1993 10 (part of)	37 Hoyle Court Road	10.07.1993 125 years from 28.5.1988	wyk535096
14	01.04.1996 11 (part of)	47 Hoyle Court Road	16.03.1996 125 years from 28.5.1988	wyk586115
15	23.06.1988 12 (part of)	41 Hoyle Court Road	28.05.1988 125 years from 28.5.1988	wyk417407
16	10.08.1993 13	Garage to 37 Hoyle Court Road	10.07.1993 125 years from 28.5.1988	wyk535096
17	07.05.1992 14	Garage to 39 Hoyle Court Road	28.03.1992 125 years from 28.3.1992	wyk508761
18	23.06.1988 15	Garage to 41 Hoyle Court Road	28.05.1988 125 years from 28.5.1988	wyk417407
19	01.04.1996 16	Garage to 47 Hoyle Court Road	16.03.1996 125 years from 28.5.1988	wyk586115
20	15.03.1994 17	Garage to 49 Hoyle Court Road	12.02.1994 125 years from 8.2.1994	wyk548117
21	25.03.1992 18	Garage to 51 Hoyle Court Road	08.02.1992 125 years from 8.2.1992	wyk506888
22	25.02.2000 19	Garage to 53 Hoyle Court Road	15.01.2000 125 years from 8.2.1999	wyk666837
23	10.03.1992 20	Garage to 55 Hoyle Court Road	15.02.1992 125 years from 8.2.1992	wyk506060
24	19.09.1994 21	Garage to 57 Hoyle Court Road	16.07.1994 125 years from	wyk557664

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
			8.2.1992	
25	28.11.1996 22	Garage to 59 Hoyle Court Road	16.11.1996 125 years from 8.2.1992	wyk598237
26	15.05.1992 23	Garage to 63 Hoyle Court Road	11.04.1992 125 years from 8.2.1992	wyk509256
27	04.10.1994 24	Garage to 29 Hoyle Court Road	09.07.1994 125 years from 1.4.1983	wyk558483
28	14.03.1989 25	Garage to 27 Hoyle Court Road	04.03.1989 125 years from 1.4.1983	wyk437810
29	21.05.1993 27	Garage to 21 Hoyle Court Road	24.04.1993 125 years from 1.4.1983	wyk530617
30	12.07.1989 28	Garage to 19 Hoyle Court Road	10.06.1989 125 years from 1.4.1983	wyk446516
31	13.05.1983 29	Garage to 17 Hoyle Court Road	01.04.1983 125 years from 1.4.1983	wyk286158
32	31.05.1983 30	Garage to 15 Hoyle Court Road	01.04.1983 125 years from 1.4.1983	wyk287407
33	14.03.1990 31	Garage to 13 Hoyle Court Road	29.10.1988 125 years from 1.4.1983	wyk464472
34	21.03.1991 32	Garage to 3 Hoyle Court Road	26.01.1991 125 years from 1.4.1983	wyk487483
35	05.08.1983 33 (part of)	2 Hoyle Court Road	01.07.1983 125 years from 1.3.1983	wyk292478
	NOTE: See entry in Charges Register relating to a Deed of Variation dated 29 July 2004			
36	24.03.1983 34 (part of)	4 Hoyle Court Road	01.03.1983 125 years from 1.3.1983	wyk282368
37	29.04.1993 34 (part of)	12 Hoyle Court Road	03.04.1993 125 years from 1.3.1993	wyk529319
38	29.04.1993 35	Garage to 12 Hoyle Court Road	03.04.1993 125 years from 1.3.1993	wyk529319
39	24.03.1983 36	Garage to 4 Hoyle Court Road	01.03.1983 125 years from 1.3.1983	wyk282368
40	05.08.1983 37	Garage to 2 Hoyle Court Road	01.07.1983 125 years from 1.3.1983	wyk292478
41	10.03.1992 38 (part of)	55 Hoyle Court Road	15.02.1992 125 years from 8.2.1992	wyk506060

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
42	15.05.1992 38 (part of)	63 Hoyle Court Road	11.04.1992 125 years from 8.2.1992	wyk509256
43	15.03.1994 39 (part of)	49 Hoyle Court Road	12.02.1994 125 years from 8.2.1994	wyk548117
44	19.09.1994 39 (part of)	57 Hoyle Court Road	16.07.1994 125 years from 8.2.1992	wyk557664
45	25.03.1992 40 (part of)	51 Hoyle Court Road	08.02.1992 125 years from 8.2.1992	wyk506888
46	28.11.1996 40 (part of)	59 Hoyle Court Road	16.11.1996 125 years from 8.2.1992	wyk598237
47	25.02.2000 41 (part of)	53 Hoyle Court Road	15.01.2000 125 years from 8.2.1999	wyk666837
48	13.01.1987 42 (part of)	Garage to 87 Hoyle Court Road	06.12.1986 125 years from 6.12.1986	wyk381904
49	24.02.1987 43 (part of)	Garage to 85 Hoyle Court Road	31.01.1987 125 years from 6.12.1986	wyk385180
50	16.02.1988 44 (part of)	Garage to 83 Hoyle Court Road	30.01.1988 125 years from 6.12.1986	wyk408891
51	08.06.2000 44 (part of)	Garage to 91 Hoyle Court Avenue	16.05.2000 125 years from 21.4.1990	wyk672909
52	11.08.1988 45 (part of)	Garage belonging to 81 Hoyle Court Road	06.08.1988 125 years from 28.4.1990	wyk421160
53	04.02.1997 46 (part of)	Garage to 11 Hoyle Court Road	11.01.1997 125 years from 28.4.1990	wyk602080
54	21.05.1990 47 (part of)	Garage to 97 Hoyle Court Avenue	21.04.1990 125 years from 21.4.1990	wyk468982
55	04.01.1989 48 (part of)	Garage to 79 Hoyle Court Road	17.12.1998 125 years from 1.7.1983	wyk432283
56	09.09.1998 48 (part of)	Garage to 77 Hoyle Court Avenue	15.08.1998 125 years from 1.6.1983	wyk632784
57	22.07.1983 49 (part of)	Garage to 81 Hoyle Court Avenue	01.06.1983 125 years from 1.6.1983	wyk291458
58	25.05.1990 49 (part of)	Garage to 1 Hoyle Court Drive	28.04.1990 125 years from 28.4.1990	wyk469449
59	10.10.1983 50 (part of)	Garage to 83 Hoyle Court Avenue	01.08.1983 125 years from 1.6.1983	wyk297360

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
60	25.07.1983 51 (part of)	Garage to 77 Hoyle Court Road	01.07.1983 125 years from 1.7.1983	wyk291573
61	10.11.1989 51 (part of)	Garage to 85 Hoyle Court Avenue	30.09.1989 125 years from 1.6.1983	wyk455365
62	14.06.1985 52 (part of)	Garage to 75 Hoyle Court Road	28.05.1985 125 years from 1.7.1983	wyk341564
63	13.11.1989 52 (part of)	Garage to 53 Hoyle Court Avenue	04.11.1989 125 years from 1.4.1988	wyk456087
64	17.04.1989 53 (part of)	Garage to 73 Hoyle Court Road	25.03.1989 125 years from 1.7.1983	wyk439888
65	20.06.1990 53 (part of)	Garage to 55 Hoyle Court Avenue	26.05.1990 125 years from 18.2.1989	wyk470988
66	25.04.1989 54 (part of)	Garage to 57 Hoyle Court Avenue	18.02.1989 125 years from 1.4.1988	wyk440533
67	03.12.1990 54 (part of)	Garage to 71 Hoyle Court Road	30.06.1990 125 years from 6.8.1988	wyk481759
68	22.08.1988 55 (part of)	Garage to 69 Hoyle Court Road	06.08.1988 125 years from 69 hoyle Court Road	wyk421991
69	21.04.1992 56 (part of)	Garage to 61 Hoyle Court Avenue	07.03.1992 125 years from 18.2.1989	wyk508050
70	19.04.1989 57 (part of)	Garage to 63 Hoyle Court Avenue	25.03.1989 125 years from 25.3.1989	wyk440135
71	23.06.1989 57 (part of)	Garage to 65 Hoyle Court Road	25.03.1989 125 years from 6.8.1988	wyk445188
72	23.05.1990 58 (part of)	Garage to 65 Hoyle Court Drive	05.05.1990 125 years from 1.4.1988	wyk469276
73	12.06.1990 58 (part of)	Garage to 23 Hoyle Court Drive	05.05.1990 125 years from 27.5.1989	wyk470290
74	26.04.1989 59 (part of)	Garage to 67 Hoyle Court Drive	01.04.1989 125 years from 1.4.1989	wyk440646
75	12.07.1994 59 (part of)	Garage to 21 Hoyle Court Drive	28.05.1994 125 years from 27.5.1989	wyk554227
76	19.09.1988 60 (part of)	Garage to 69 Hoyle Court Drive	30.07.1988 125 years from 1.4.1988	wyk424075
77	21.07.1989 60 (part of)	Garage to 19 Hoyle Court Drive	27.05.1989 125 years from 27.5.1989	WYK447203

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
78	28.09.1989 61 (part of)	Garage to 17 Hoyle Court Drive	12.08.1989 125 years from 27.5.1989	wyk451875
79	16.08.1990 61 (part of)	Garage to 71 Hoyle Court Drive	08.06.1990 125 years from 1.4.1988	wyk474828
80	30.07.1990 62 (part of)	Garage to 13 Hoyle Court Drive	26.05.1990 125 years from 27.5.1989	wyk473690
81	06.01.1992 62 (part of)	Garage to 59 Hoyle Court Drive	02.11.1991 125 years from 27.8.1988	wyk502388
82	14.07.1993 63 (part of)	Garage to 61 Hoyle Court Drive	19.06.1993 125 years from 27.8.1988	wyk533512
83	03.10.1988 64 (part of)	Garage to 63 Hoyle Court Drive	27.08.1988 125 years from 27.8.1988	wyk425008
84	04.11.1987 65 (part of)	Garage to 51 Hoyle Court Drive	10.10.1987 125 years from 1.10.1987	wyk401395
85	21.03.1990 65 (part of)	Garage to 43 Hoyle Court Drive	03.03.1990 125 years from 4.3.1989	wyk464945
86	18.03.1992 66 (part of)	Garage to 45 Hoyle Court Drive	25.01.1992 125 years from 10.10.1987	wyk506489
87	01.06.1989 67 (part of)	Garage to 39 Hoyle Court Drive	04.03.1989 125 years from 4.3.1989	wyk443427
88	30.07.1996 67 (part of)	Garage to 47 Hoyle Court Drive	20.07.1996 125 years from 1.10.1987	wyk591590
89	10.11.1989 68 (part of)	Garage to 37 Hoyle Court Drive	07.10.1989 125 years from 4.3.1989	wyk455288
90	01.12.1993 69 (part of)	Garage to 73 Hoyle Court Drive	30.10.1993 125 years from 6.8.1989	wyk542199
91	09.08.1995 69 (part of)	Garage to 35 Hoyle Court Drive	29.07.1995 125 years from 24.2.1990	wyk574161
92	21.03.1990 70 (part of)	Garage to 31 Hoyle Court Drive	24.02.1990 125 years from 24.2.1990	wyk464940
93	13.11.1989 71 (part of)	Garage to 79 Hoyle Court Drive	26.08.1989 125 years from 26.8.1989	wyk455494
94	16.07.1997 72 (part of)	Garage to 41 Hoyle Court Drive	28.06.1997 125 years from 4.3.1989	wyk610234
95	21.10.1999 72 (part of)	Garage to 25 Hoyle Court Drive	31.07.1999 125 years from 24.2.1990	wyk657892

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
96	22.08.1988 73 (part of)	69 Hoyle Court Road	06.08.1988 125 years from 6.8.1988	WYK421991
97	23.06.1989 73 (part of)	65 Hoyle Court Road	25.03.1989 125 years from 6.8.1988	wyk445188
98	03.12.1990 74 (part of)	71 Hoyle Court Road	30.06.1990 125 years from 6.8.1988	wyk481759
99	17.04.1989 75 (part of)	73 Hoyle Court Road	25.03.1989 125 years from 1.7.1983	wyk439888
100	14.06.1985 76 (part of)	75 Hoyle Court Road	28.05.1985 125 years from 1.7.1983	wyk341564
101	04.01.1989 76 (part of)	79 Hoyle Court Road	17.12.1988 125 years from 1.7.1983	wyk432283
102	24.02.1987 77 (part of)	85 Hoyle Court road	31.01.1987 125 years from 6.12.1986	wyk385180
103	11.08.1988 77 (part of)	81 Hoyle Court Road)	06.08.1988 125 years from 6.12.1986	wyk421160
104	13.01.1987 78 (part of)	87 Hoyle Court Road	06.12.1986 125 years from6.12.1986	wyk381904
105	16.02.1988 78 (part of)	83 Hoyle Court Road	30.01.1988 125 years from 6.12.1986	wyk408891
106	04.02.1997 79 (part of)	11 Hoyle Court Drive	11.01.1997 125 years from 28.4.1990	wyk602080
107	25.05.1990 80 (part of)	1 Hoyle Court Drive	28.04.1990 125 years from 28.4.1990	wyk469449
108	21.03.1990 81 (part of)	31 Hoyle Court Drive	24.02.1990 125 years from 24.2.1990	wyk464940
109	09.08.1995 81 (part of)	35 Hoyle Court Drive	29.07.1995 125 years from 24.2.1990	wyk574161
110	21.10.1999 82 (part of)	25 Hoyle Court Drive	31.07.1999 125 years from 24.2.1990	wyk657892
111	21.07.1989 83 (part of)	19 Hoyle Court Drive	27.05.1989 125 years from27.5.1989	wyk447203
112	12.06.1990 83 (part of)	23 Hoyle Court Drive	19.05.1990 125 years from 27.5.1989	wyk470290
113	28.09.1989 84 (part of)	17 Hoyle Court Drive	12.08.1989 125 years from 27.5.1989	wyk451875

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
114	30.07.1990 84 (part of)	13 Hoyle Court Drive	26.05.1990 125 years from 27.5.1989	wyk473690
115	12.07.1994 84 (part of)	21 Hoyle Court Drive	28.05.1994 125 years from 27.5.1989	wyk554227
116	04.11.1987 85 (part of)	51 Hoyle Court Drive	10.10.1987 125 years from 1.10.1987	wyk401395
117	30.07.1996 85 (part of)	47 Hoyle Court Drive	20.07.1996 125 years from 1.10.1987	wyk591590
118	18.03.1992 86 (part of)	45 Hoyle Court Drive	25.01.1992 125 years from 10.10.1987	wyk506489
119	01.06.1989 87 (part of)	39 Hoyle Court Drive	04.03.1989 125 years from 4.3.1989	wyk443427
120	21.03.1990 87 (part of)	43 Hoyle Court Drive	03.03.1990 125 years from 4.3.1989	wyk464945
121	10.11.1989 88 (part of)	37 Hoyle Court Drive	07.10.1989 125 years from 4.3.1989	wyk455288
122	16.07.1997 88 (part of)	41 Hoyle Court Drive	28.06.1997 125 years from 4.3.1989	wyk610234
123	30.10.1990 89	Garage to 87 Hoyle Court Avenue	06.10.1990 125 years from 1.6.1983	wyk479420
124	09.12.1996 90	Garage to 101 Hoyle Court Avenue	09.11.1996 125 years from 1.4.1988	wyk598834
125	07.12.1994 91	Garage to 103 Hoyle Court Avenue	12.11.1994 125 years from 1.4.1988	wyk562121
126	29.09.1988 92	Garage to 107 Hoyle Court avenue	13.08.1988 125 years from 1.4.1988	wyk424822
127	22.11.1993 93	Garage to 109 Hoyle Court Avenue	30.10.1993 125 years from 1.4.1988	wyk541541
128	20.11.1991 94	Garage to 111 Hoyle Court Avenue	26.10.1991 125 years from 13.8.1988	wyk500427
129	08.03.1988 95	Garage to 67 Hoyle Court Avenue	27.02.1988 125 years from 28.2.1987	wyk410491
130	28.11.1988 96	Garage to 69 Hoyle Court Avenue	01.10.1988 125 years from 28.2.1987	wyk429933
131	11.05.1987 97	Garage to 73 Hoyle Court Avenue	28.02.1987 125 years from 28.2.1987	wyk389711

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
132	26.04.1989 98 (part of)	67 Hoyle Court Drive	01.04.1989 125 years from 1.4.1989	wyk440646
133	06.08.1990 98 (part of)	71 Hoyle Court Drive	08.06.1990 125 years from 1.4.1988	wyk474828
134	19.09.1988 99 (part of)	69 Hoyle Court Drive	30.07.1988 125 years from 1.4.1988	wyk424075
135	23.05.1990 99 (part of)	65 Hoyle Court Drive	05.05.1990 125 years from 1.4.1988	wyk469276
136	03.10.1988 100 (part of)	63 Hoyle Court Drive	27.08.1988 125 years from 27.8.1988	wyk425008
137	06.01.1992 100 (part of)	59 Hoyle Court Drive	02.11.1991 125 years from 27.8.1988	wyk502388
138	14.07.1993 101 (part of)	61 Hoyle Court Drive	19.06.1993 125 years from 27.8.1988	wyk533512
139	01.12.1993 102 (part of)	73 Hoyle Court Drive	30.10.1993 125 years from 6.8.1989	wyk542299
140	13.11.1989 103 (part of)	79 Hoyle Court Drive	26.08.1989 125 years from 26.8.1989	WYK455494
141	25.04.1989 104 (part of)	57 Hoyle Court Avenue	18.02.1989 125 years from 1.4.1988	wyk440533
142	13.11.1989 104 (part of)	53 Hoyle Court Avenue	04.11.1989 125 years from 1.4.1988	wyk456087
143	20.06.1990 105 (part of)	55 Hoyle Court Avenue	26.05.1990 125 years from 18.2.1989	wyk470988
144	21.04.1992 104 (part of)	61 Hoyle Court Avenue	07.03.1992 125 years from 18.2.1989	wyk508050
145	19.04.1989 105 (part of)	63 Hoyle Court Avenue	25.03.1989 125 years from 25.3.1989	wyk440135
146	11.05.1987 106 (part of)	73 Hoyle Court Avenue	28.02.1987 125 years from 28.2.1987	wyk389711
147	28.11.1988 106 (part of)	69 Hoyle Court Avenue	01.10.1988 125 years from 28.2.1987	wyk429933
148	06.03.1988 107 (part of)	67 Hoyle Court Avenue	27.02.1988 125 years from 28.2.1987	wyk410491
149	27.06.1997 107 (part of)	71 Hoyle Court Avenue	31.05.1997 125 years from 28.2.1987	wyk609168

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
150	22.07.1983 108 (part of)	81 Hoyle Court Avenue	01.06.1983 125 years from 1.6.1983	wyk291458
151	10.11.1989 108 (part of)	85 Hoyle Court Avenue	30.09.1989 125 years from 1.6.1983	wyk455365
152	09.09.1998 108 (part of)	77 Hoyle Court Avenue	15.08.1998 125 years	wyk632784
153	10.10.1983 109 (part of)	83 Hoyle Court Avenue	01.08.1983 125 years from 1.6.1983	wyk297360
154	30.10.1990 109 (part of)	87 Hoyle Court Avenue	06.10.1990 125 years from 1.6.1983	wyk479420
155	21.05.1990 110 (part of)	97 Hoyle Court Avenue	21.04.1990 125 years from 21.4.1990	wyk468982
156	08.06.2000 111 (part of)	91 Hoyle Court Avenue	16.05.2000 125 years from 21.4.1990	wyk672909
157	22.11.1993 112 (part of)	109 Hoyle Court Avenue	30.10.1993 125 years from 1.4.1988	wyk541541
158	09.12.1996 112 (part of)	101 Hoyle Court Avenue	09.11.1996 125 years from 1.4.1988	wyk598834
159	29.09.1988 113 (part of)	107 Hoyle Court Avenue	13.08.1988 125 years from 1.4.1988	wyk424822
160	20.11.1991 113 (part of)	111 Hoyle Court Avenue	26.10.1999 125 years from 13.8.1988	wyk500427
161	07.12.1994 113 (part of)	103 Hoyle Court Avenue	12.11.1994 125 years from 1.4.1988	wyk562121
162	12.11.2001 114	site of an electricity sub-station	13.01.1966 60 years from 1.10.1965	WYK898849
	NOTE: See entry in Charges register relating to the rights granted by this lease			
163	12.11.2001 115	an electricity sub-station, Hoyle Court Road	22.07.1964 60 years from 1.12.1963	WYK896257
	NOTE: See entry in charges register relating to the rights granted by this lease			
164	23.10.2002 41 (part of)	Flat 61 Hoyle Court Road, (second and third floor flat).	17.09.2002 125 years from 17.9.2002	WYK725211
165	23.10.2002 116	Parking space to Flat 61 Hoyle Court Road.	17.09.2002 125 years from 17.9.2002	WYK725211
166	20.01.2003 111 (part of)	First floor flat, 95 Hoyle Court Avenue	17.12.2002 125 years from 21.4.1990	WYK731295
167	20.01.2003	Upper deck garage to 95	17.12.2002	WYK731295

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	46 (part of)	Hoyle Court Avenue	125 years from 21.4.1990	
168	12.06.2003 80 (part of)	9 Hoyle Court Drive, (Second floor flat).	01.04.2003 125 years from 28.4.1990	WYK740697
169	12.06.2003 47 (part of)	Garage to 9 Hoyle Court Drive, (Lower deck).	01.04.2003 125 years from 28.4.1990	WYK740697
170	01.09.2003 117 (part of)	35 Hoyle Court Road, (ground floor and first floor flat).	25.03.2003 125 years from 28.5.1988	WYK746207
171	01.09.2003 118	garage to 35 Hoyle Court Road.	25.03.2003 125 years from 28.5.1988	WYK746207
172	24.10.2003 102	77 Hoyle Court Drive (first floor flat)	23.09.2003 125 years from 26.8.1989	WYK750297
173	24.10.2003 70 (part of)	garage to 77 Hoyle Court Drive	23.09.2003 125 years from 26.8.1989	WYK750297
174	21.01.2004 4 (part of)	23 Hoyle Court Road (ground and first floor flat)	23.12.2003 125 years from 1.4.1983	WYK756045
175	21.01.2004 121	garage to 23 Hoyle Court Road	23.12.2003 125 years from 1.4.1983	WYK756045
176	22.01.2004 109 (part of)	79 Hoyle Court Avenue, (ground floor flat)	26.08.2003 125 years from 1.6.1983	WYK756170
177	22.01.2004 122	garage to 79 Hoyle Court Avenue	26.08.2003 125 years from 1.6.1983	WYK756170
178	11.05.2004 103 (part of)	75 Hoyle Court Drive (ground floor)	02.03.2004 125 years from 26.8.1989	WYK764435
179	11.05.2004 185	garage to 75 Hoyle Court Drive (upper deck)	02.03.2004 125 years from 26.8.1989	WYK764435
180	20.07.2004 1 (part of)	7 Hoyle Court Road (Ground and First floor)	22.06.2004 125 years from 22.6.2004	WYK770324
181	20.07.2004 186	Garage to 7 Hoyle Court Road	22.06.2004 125 years from 22.6.2004	WYK770324
182	22.10.2004 111 (part of) 187	99 Hoyle Court Avenue (second floor flat)and upper deck garage.	28.09.2004 125 years from 21.4.1990	WYK777827
183	24.11.2005 79 (part of)	7 Hoyle Court Drive (First Floor Flat only)	01.11.2005 125 years from 1.11.2005	WYK806254
184	24.11.2005 187	Garage to 7 Hoyle Court Drive (Lower Deck)	01.11.2005 125 years from 1.11.2005	WYK806254
185	12.06.2007	8 Hoyle Court Road (ground	21.05.2007	WYK852423

## Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	188 (part of)	and first floor maisonette)	125 years from 21.5.2007	
	NOTE: See entry in the Charges Register relating to a Deed of Variation dated 13 July 2016.			
186	12.06.2007 189	Garage belonging to 8 Hoyle Court Road.	21.05.2007 125 years from 21.5.2007	WYK852423
187	09.11.2007 68 part of and 103 part of	83 Hoyle Court Drive (second floor flat) and garage (lower level)	13.08.2007 125 years from 13.8.2007	WYK864726
188	15.07.2021 74 (part of) and 56	67 Hoyle Court Road (Ground Floor Flat): Ground Floor Garage 35	01.07.2021 215 years beginning on and including 06.08.1988 ending on and including 05.08.2203	YY155454
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
189	13.09.2021 79 (part of) and 51	77 Hoyle Court Road (First Floor Flat): Garage	01.07.2021 215 years beginning on and including 01.07.1983 ending on and including 30.06.2198	YY157854
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993			
190	02.02.2022 106	65 Hoyle Court Avenue	31.01.2022 125 years from 31st January 2022	YY163739
191	14.08.2024 119 (part of); 120	14 Hoyle Court Road (Second and Third Floor Flat); Garage 14	09.08.2024 215 years from and including 1 March 1983 to and including 1 March 2198	YY196990
	NOTE: The lease was made under the provisions of section 56 or 93(4) of the Leasehold Reform, Housing and Urban Development Act 1993.			
192	30.06.2025 8 (part of) and 26	25 Hoyle Court (second and third floor flat) and garage	29.05.2025 215 years from and including 1 April 1983 to and including 1 April 2198	YY207046

End of register

**OneSearch Express (Auction)**

Landmark Estate Agency Services  
Unit 3-5 Willow Mill  
Fell View  
Caton  
Lancaster

**Covered Property  
Address:** 29 Hoyle Court Road  
Baildon  
Shipley  
BD17 6JR

**Date:** 29/04/2026  
**Your Ref:** Searches/BD176JR/WYK703894  
**Report No:** 07060903  
**Client Ref:** Searches/BD176JR/WYK703894  
**Policy No:** 401811

**Insured Persons:** -

**Lender:** -

Your Express policy has now been instructed.




Please find enclosed your data report and policy document, which you should read to ensure that you fully understand the terms and conditions within.

**How to claim**

If you need to make a claim, please contact the legal adviser who arranged the policy for you; or you can write to Aviva Legal Indemnities, PO Box 6, 14 Surrey Street, Norwich, NR1 3NS, quoting your policy number or telephone 0800 158 2236.



 2nd Floor, Skypark 1, 8 Elliot Place, Glasgow, G3 8EP

 @OneSearchDirect  OneSearch Direct Ltd  <http://onesearch.direct>

Registered in Scotland under No. SC230285.

OneSearch Direct Limited is an appointed representative of Northcott Beaton and CLS Property Insight Limited, which are both authorised and regulated by the Financial Conduct Authority.



# Express Data Report

## Important Note

This report provides supplementary data to complement your policy, and contains real-time Local Enquiries information captured by our in-house data team.

## About This Report

Purpose

**Express Data Report**

Property:

29 Hoyle Court Road  
Baildon  
Shipley  
BD17 6JR

Bradford City Metro District Council  
Local Authority Code: 4705

Policy Number

401811

Your Reference:

Searches/BD176JR/WYK703894

Prepared by:

rwhitelaw

Invoice Number:

E26484400

Date:

29/04/2026



Planning Designations and Proposals

**Identified**



Planning Permissions

**No**



Nearby Road Schemes

**No**



Nearby Railway Schemes

**Identified**



Traffic Schemes

**No**

If you require any further information, or if you would like to order any additional recommended searches or insurances, please do not hesitate to contact our Customer Service Team on:

**0800 052 0117**

[cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk)

## Planning Designations and Proposals

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

Borough Boundary	-	-
Local Plans	Borough Boundary	
Bradford District Replacement Udp Adopted	Adopted	31/10/2005
Local Plan Policy	Borough Boundary	
Local Plan Policy	Constituency Boundaries	
Core Strategy	Submission Draft	12/12/2014
Local Plans	Waste Management Core Strategy - Area of Search	
Local Plans	Aerodrome Safeguarding Area	
Local Plans	General Extent of Greenbelt	
Local Plans	ZONE Bii 7km boundary - mitigation zone	

### Informative

*This reply reflects the Policies or Proposals in any existing adopted Development Plan and in any formally proposed Alteration or Replacement Plan, but does not include Policies contained in Planning Guidance Notes or Supplementary Planning documents. Further enquiries should be made to the Local Authority (refer to Service Contact Details Sheet).*

## Planning Decisions and Pending Applications

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

(a) Planning Permissions	None
(b) Listed Building Consents	None
(c) Conservation Area Consents	None
(d) Certificate of Lawfulness of Existing Use or Development	None
(e) Certificate of Lawfulness of Proposed Use or Development	None
(f) A Certificate of Lawfulness of Proposed Works for Listed Buildings	None
(g) A Heritage Partnership Agreement	None
(h) A Listed Building Consent Order	None
(i) A Local Listed Building Consent Order	None

### Informative

*The Local Authority's computerised records of planning documents do not extend back before 29/04/2011 and replies will only cover the period since that date. If earlier history is required, please contact the Planning Department - refer to search information sheet for contact details*

## Land Required for Public Purposes

Is the property included in land required for public purposes? No

## Land to be Acquired for Road Works

Is the property included in land to be acquired for road works? No

## Nearby Road Schemes

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

No

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

### Informative

*A mini roundabout is a roundabout having a one way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.*

## Nearby Railway Schemes

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

No

### Informative

*Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.*

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

Yes

### Scheme Type

### Proposal

Proposed Tram - Train Route

Proposed Tram - Train Route

### Informative

*Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.*

## Traffic Schemes

<p>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:</p>	No
<p>(a) Permanent stopping up or diversion;                  (b) Waiting or loading restrictions                  (c) One way driving                  (d) Prohibition of driving                  (e) Pedestrianisation                  (f) Vehicle width or weight restrictions                  (g) Traffic calming works including road humps                  (h) Residents parking controls                  (i) Minor road widening or improvement                  (j) Pedestrian crossings                  (k) Cycle tracks; or                  (l) Bridge building?</p>	
<p><b>Informative</b>  <i>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.</i></p>	
<p><b>Informative</b>  <i>This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.</i></p>	

## Outstanding Notices

<p>Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:-</p>	No
<p>(a) Building Works;                  (b) Environment;                  (c) Health and Safety;                  (d) Housing;                  (e) Highways; or                  (f) Public health?                  (g) Flood and coastal erosion risk management</p>	

## Contravention of Building Regulations

<p>Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations</p>	No
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## Notices, Orders, Directions and Proceedings under Planning Acts

<p>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:-</p>	
(a) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No

(f) Other Notice Relating to Breach of Planning Control	No
(g) Listed Buildings Repair 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
(j) A Direction Restricting Permitted Development	No
(k) An Order Revoking or Modifying Permission	No
(l) An Order Requiring Discontinuance of Use or Alteration or Removal of Buildings or Works	No
(m) Tree Preservation Order	No
(n) Proceedings to Enforce a Planning Agreement or Planning Contribution	No

### Community Infrastructure Levy (CIL)

Is there a CIL charging schedule?	Yes
<p>Type of Development - Charging Schedule CIL Charging Rates (per sq. m)</p> <p>Residential - Zone 1 (C3)1 £100  Residential - Zone 2 (C3)1 £50  Residential - Zone 3 (C3)1 £20  Residential - Zone 4 (C3) £0  Retail warehousing2 - Central Bradford £85  Large Supermarket (&gt;2000 sq m) £50  All other uses not cited above £0</p> <p>1 Excludes specialist older persons' housing (also known as Sheltered/Retirement/Extra Care) defined as residential units which are sold with an age restriction typically to the over 50s/55s with design features, communal facilities and support available to enable self-care and independent living.</p> <p>2 Retail warehouses are usually large stores specialising in the sale of household goods (such as carpets, furniture and electrical goods), DIY items and other ranges of goods. They can be stand-alone units, but are also often developed as part of retail parks. In either case, they are usually located outside of existing town centres and cater mainly for car-borne customers. As such, they usually have large adjacent, dedicated surface parking.</p>	

### Conservation Areas

Do the following apply in relation to the property:-	No
<p>a) The making of the area a Conservation Area before 31st August 1974; or  b) An unimplemented resolution to designate the area a Conservation Area?</p>	

### Compulsory Purchase

Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No
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## Radon Gas

Do records indicate that the property is in a “Radon Affected Area” as identified by Public Health England or Public Health Wales?

Yes

Yes. If you have obtained an environmental report we would refer you to the relevant section which will provide you with the percentage of homes in your immediate area which are above the action level.

### **Informative**

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

*The areas are identified from radiological evidence and are periodically reviewed by Public Health England. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.*

*Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.*

*Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available from Public Health England Radon Survey Centre of Radiation website (<http://ukradon.org/>). Alternatively information can be requested from Public Health England on 01235 822622 or by writing to Radon Survey, Centre for Radiation, Chemical and Environmental Hazards, Chilton, Didcot, Oxon, OX11 0RQ.*

## Assets of Community Value

<b>(a) Has the property been nominated as an asset of community value? If so:-</b>	<b>No</b>
<b>(i) Is it listed as an asset of community value?</b>	<b>No</b>
<b>(ii) Was it excluded and placed on the “nominated but not listed” list?</b>	<b>No</b>
<b>(iii) Has the listing expired?</b>	<b>No</b>
<b>(iv) Is the Local Authority reviewing or proposing to renew the listing?</b>	<b>No</b>
<b>(v) Are there any subsisting appeals against the listing?</b>	<b>No</b>
<b>(b) If the property is listed:</b>	
<b>(i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?</b>	<b>No</b>
<b>(ii) Has the Local Authority received a notice of disposal?</b>	<b>No</b>
<b>(iii) Has any community interest group requested to be treated as a bidder?</b>	<b>No</b>

## Service Contact Details

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### Bradford City Metro District Council

City Hall  
Bradford  
BD1 1HY



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### Bradford Planning Department

Bradford City Metropolitan District Council  
Transportation & Planning Department 3rd Floor  
Jacobs Well  
Bradford  
BD1 5RW



01274 754605



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### UK Health Security Agency

UK Health Security Agency  
10 South Colonnade  
London  
E14 4PU



020 7654 8000



[enquiries@ukhsa.gov.uk](mailto:enquiries@ukhsa.gov.uk)

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### Crossrail

8 Cavell Mews  
Flitwick  
Bedford  
MK45 1GT



0345 602 3813



[helpdesk@crossrail.co.uk](mailto:helpdesk@crossrail.co.uk)

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### HS2

28 Larch Road  
Dartford  
DA1 2LF



020 7944 4908



[HS2enquiries@hs2.org.uk](mailto:HS2enquiries@hs2.org.uk)

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## Yorkshire Water

West Yorkshire Water  
552 Halifax Road  
Buttershaw  
Bradford  
BD6 2NA  
01294 542 635



## Notes

### The Search Company

1. This data report was prepared and carried out by OneSearch Direct Limited, (Company number SC230285), 2nd Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct Limited is a limited company registered in Scotland.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the U OneSearch will disclose on the data report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the report. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the report.

### Terms for Preparation of Report

4. This data report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
5. The information in this data report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The name and address of the relevant local authority is **Bradford City Metro District Council at City Hall, Bradford, West Yorkshire, BD1 1HY**. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting OneSearch on 0800 052 0117 or by e-mailing [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk). The searches from which this data report was prepared were completed on the date this report was issued (the said date of issue being the date stated on page 1 of the report.)

### Scope of Area Searched

6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the report are disclosed.
7. Planning applications on the property only have been searched. The minimum search period is 10 years.

### Legal Issues

8. The data report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.

### Queries

9. Any queries or complaints regarding the content of the data report; the manner in which the report was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to the Customer Services Department by telephone on 0800 052 0117 or by emailing [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk). Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

### Liability and Insurance

10. This search is protected by Professional Indemnity Insurance arranged by Tokio Marine HCC, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority and water company data/records which are used to compile our search reports. The search further benefits from 6 years run-off.
11. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

**NO SEARCH INDEMNITY (BLOCK) FOR USE AT AUCTION**

ISSUED BY  
STEWART TITLE LIMITED

## NO SEARCH INDEMNITY (BLOCK) FOR USE AT AUCTION INSURANCE PRODUCT INFORMATION DOCUMENT

### Company: Stewart Title Limited

Stewart Title Limited is a title insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP

**Complete pre-contractual and contractual information on this policy is provided in other documents**

### WHAT IS THIS TYPE OF INSURANCE?

No Search Indemnity (Block) for use at Auction



### WHAT IS INSURED?

- ✓ The defect as described in the Defect section of the Policy Schedule which arises from the way you acquired your interest in the Property at auction and your use and ownership of the Property as described in the Policy Schedule.
- ✓ In the event the Property is affected by an adverse entry that would have been revealed on the Policy Date if a local search had been obtained on the Policy Date ("Claim") then we will, subject to your compliance with the terms and conditions of this policy, pay under this policy for those losses and costs which are set out in the Cover section of the Policy Schedule.



### WHAT IS NOT INSURED?

- ✗ Any amount higher than the Limit of Indemnity under the Policy Schedule.
- ✗ All matters set out under the Exclusions section of the Policy Schedule.
- ✗ Any claim made either by you and/or a third party against you which is not set out in the Cover section of the Policy Schedule.



### ARE THERE ANY RESTRICTIONS ON COVER?

- ! In deciding to accept this policy in exchange for the premium and in setting the terms and premium, we have relied on the information given by you (or anyone acting on your behalf). You must ensure that, when answering any questions asked by us, any information provided is accurate and complete.
- ! If you deliberately or recklessly provide us with false or misleading information, we may treat this policy as if it never existed and decline all claims. If you provide us with false or misleading information carelessly, we may:
  - treat this Policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, we may only do so if we would not otherwise have provided you with insurance cover at all;
  - amend the terms of this policy, and apply the amended terms as if they were already in place, if a Claim has been adversely affected by your carelessness;
  - reduce the amount we will pay on a Claim in the proportion the premium you paid bears to the premium we would have charged for this policy; or
  - take a similar proportionate action.
- ! We, or anyone acting on our behalf, will write to you if we intend to treat this policy as if it had never existed, or amend the terms of this policy.
- ! If you become aware that the information given to us is inaccurate, you must inform us as soon as practicable.



## WHERE AM I COVERED?

This policy covers you for the Property specified in the Policy Schedule.



## WHAT ARE MY OBLIGATIONS?

- You, or anyone acting on your behalf, must not:
  - disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
  - take or fail to take action which results in a Claim as this may prejudice your position and void this policy
  - take any steps to settle a Claim without our prior written consent.
- On becoming aware of any potential or actual Claim, you will:
  - provide written notice and details to us at our registered office address immediately of all known facts including all communications, correspondence and all court documents.
  - not admit any liability whatsoever or take steps to compromise or settle the Claim, without our written consent.
  - provide all information and assistance that we and/or any party professional or otherwise acting on our behalf requires at your own expense doing everything reasonably practicable with our prior written consent to minimise any loss.
- You will not make any
  - admission, promise of payment or indemnity
  - application to a court, Upper Tribunal (Land Chamber) or the Land Registry without our written consent



## WHEN AND HOW DO I PAY?

You do not make any payments to us directly. Your professional advisors who arranged and recommended the cover to you will tell you how and when to pay.



## WHEN DOES THE COVER START AND END?

Your cover will begin on the Policy Date which is set out in the Policy Schedule. The dates of cover are specified on the Policy Schedule.



## HOW DO I CANCEL THE CONTRACT?

This policy can be cancelled by contacting us within 14 days of the Policy Date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at our registered address or email to [Quotes@stewart.com](mailto:Quotes@stewart.com).

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

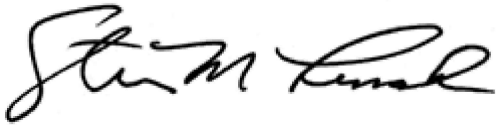
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## **BASIS OF COVER**

The Insured has paid or agreed to pay the Premium for this indemnity cover.

The Insured agrees to comply with the terms and conditions of the policy. Failure by the Insured to comply can lead to invalidation of the policy in whole or in part or reduce the amount of any Claim subsequently made.

Signed for and on behalf of Stewart Title Limited



Steven Lessack  
CEO, Stewart Title Limited

Authorised Signatory

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## POLICY SCHEDULE

POLICY NUMBER 401811	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

## THE INSURED

The successful bidder purchasing the Property by Public Auction at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property after the Policy Date

## THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 11 Haymarket, London SW1Y 4BP

## THE DEFECT

Up to date searches namely:

1. a search of the local land charges register of the relevant local authority under Form LLC1 and/or
2. an enquiry of the local authority under Form CON29 part (O) and/or part (R) and/or
3. an enquiry of the water and/or sewerage undertaker for the area in which the Property is situated, under Form CON29(DW) and/or
4. a Cheshire Salt Search or other mining/minerals report suitable to the area where the Property is located and/or
5. a local highway search
6. a search of the Record of Ascertainments and/or any other chancel repair liability search have not been requested on or before the Policy Date ("Searches"). The Property may be subject to matter(s) that materially affect the market value of the Property or to a potential liability to contribute towards the cost of repair to a church chancel which would have been revealed in the results of the Searches had they been requested on or before the Policy Date ("Adverse Entry")

## INSURED USE

Continued use of the Property as a single owner occupied or a single investment residential dwelling or flat as in existence at the Policy Date

## EXCLUSION(S)

Any Claim arising from or relating to:

1. any Adverse Entry revealed in any searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
2. consequential loss
3. environmental or contamination matters (including but not limited to the Environmental Protection Act 1990)
4. subsidence
5. the Insured or any other party has made an application to the Land Registry for the registration of a Chancel Repair Liability under the Land Registration Act 2002.
6. the costs of repair to any area of a church other than the Chancel or the costs of any improvements to a church
7. any loss or damage to the chancel recoverable under a material damage buildings insurance policy held by the relevant Parochial Church Council or the Representative Body of the Church of Wales

Any Claim arising from any information directly or indirectly supplied to the Insured and/or relied upon by the Insured in any Data Search provided by Onesearch Direct Limited simultaneously with the coverage commencing under this policy.

Any Claim arising where the Property is known on the Policy Date to be subject to a definite liability to contribute towards the cost of repair to a church chancel

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## ADDITIONAL POLICY CLAUSE(S)

### WARRANTY

It is warranted by the Insured that as at the Policy Date neither the Insured nor their legal representative has actual knowledge of any matter which may give rise to a Claim.

### ASSUMPTIONS

The Property has been used as a single residential dwelling or flat for at least the last 12 months and this use will continue. The Insured and/or those acting on behalf of the Insured are not aware of anything relating to the Property (including any information provided by third parties involved in the purchase of the Property), that may give rise to an adverse entry appearing in a search.

Property Information Forms and/or Enquiries before contract will be completed prior to the Auction and/or completion.

No material adverse statements were made by any third party at the Public Auction itself where the Insured was the successful bidder for the Property.

Cover is required where no application for a Chancel "screening" search or full search of the Records of Ascertainment has been carried out which may have revealed a potential chancel liability affecting the Property.

The Title to the Property contains no reference to a chancel repair liability applying and the current owner is not aware of a chancel repair liability applying.

There have been no chancel repair demands received or made and no enquiries exchanged with the church authorities relating to the chancel repair liability.

### LIMIT OF INDEMNITY

(Up to £ per Property)

£1,500,000.00

### PREMIUM

(£ inclusive of I.P.T)

£54.00

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**This policy document and the bordereau form the basis of the Insured's policy, and the contract between the Insured and the Insurer. Please read the documents and keep them safe.**

## **COVER**

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Searches not having been requested on the Policy Date which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

- a. The cost of remedying the Adverse Entry (including but not limited to the provision of a further indemnity policy to cover the specific risk(s) revealed by the Adverse Entry) and/or any sums paid pursuant to any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer or any final order, decision, judgment or permanent injunction awarded against the Insured to free the Property from the Claim
- b. Reduction in the market value of the Property used in accordance with the Insured Use the market value being the average of the estimates of two independent Valuers of the market value of the Property as defined from time to time in the guidelines issued by the Royal Institution of Chartered Surveyors at the date of a final order, decision, judgment or permanent injunction awarded against the Insured, or where the Insurer otherwise accepts liability, and being the difference between the market value of the Property as at the Policy Date on the assumption the Adverse Entry is unenforceable and the market value of the Property as at the Policy Date to the extent the Adverse Entry is held to be enforceable
- c. Any shortfall in the amount required to discharge the outstanding debt under the mortgage or charge where the Insured is a mortgagee and exercises its rights under the mortgage or charge, or where the Insurer otherwise accepts liability.
- d. Any damages or compensation (including costs and expenses) awarded against the Insured in any proceedings brought against the Insured or agreed in any voluntary settlement or compromise of a Claim with the prior written consent of the Insurer
- e. All other costs and expenses incurred by the Insured with the prior written consent of the Insurer including the costs of the Insurer in defending or settling the Claim on the Insured's behalf

## **GENERAL PROVISIONS**

- a. Any act or omission by the Insured, or anyone acting on the Insured's behalf, which in whole or in part induces a Claim under the policy may prejudice the Insured's position and could invalidate the policy in whole or in part or reduce the amount of any Claim.
- b. The Insurers liability under this policy will not exceed the Limit of Indemnity (as increased by the Inflation Provision if applicable).
- c. This policy shall be governed by and construed in accordance with the law of England and Wales and is subject to the jurisdiction of the courts of England and Wales.
- d. The policy and any endorsement issued in respect of it are one contract and shall be read together.
- e. The insured will not be entitled to abandon the Property to the Insurer.
- f. Your information may be used for the purposes of insurance administration by the Insurer, its associated companies, by reinsurers and your intermediary. It may be disclosed to regulatory bodies for the purposes of monitoring and/or enforcing the Insurer's compliance with any regulatory rules/codes.
- g. Your information may also be used for offering renewal, research and statistical purposes and crime prevention. It may be transferred to any country, including countries outside the European Economic Area for any of these purposes and for systems administration. Where this happens, we will ensure that anyone to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- h. If you give us information about another person, in doing so you confirm that they have given you permission to provide it to us to be able to process their personal data (including any sensitive personal data) and also that you have told them who we are and what we will use their data for, as set out in this notice.
- i. In the case of personal data, with limited exceptions, and on payment of the appropriate fee, you have the right to access and if necessary rectify information held about you.

## **NON INVALIDATION**

The interest in this policy of any Insured will not be invalidated by a breach of the policy terms or conditions by any other party, unless

- a. Such party acted on the Insured's behalf or with the Insured's knowledge and consent
- b. Where the Insured is a successor in title, they had knowledge of a breach of the policy terms or conditions or of previous non-disclosure or misrepresentation to the Insurer.

## **IMPORTANT CONDITIONS**

### **In respect of each Property:-**

- a. In deciding to accept this policy in exchange for the Premium and in setting the terms and premium, the Insurer has relied on the assumptions made being correct and any information given by the Insured (or anyone acting on the Insured's behalf). The Insured must ensure that, when answering any questions asked by the Insurer, any information provided is accurate and complete and the Insurer is informed of any assumptions which cannot be met.
  - b. If the Insured deliberately or recklessly provides the Insurer with false or misleading information, the Insurer may treat this policy as if it never existed and decline all claims.
  - c. If the Insured provides the Insurer with false or misleading information carelessly, the Insurer may:
-

- a. treat this policy as if it had never existed, and refuse to pay all claims and return the premium paid. However, the Insurer may only do so if it would not otherwise have provided the Insured with insurance cover at all;
  - b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
  - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
  - d. take a similar proportionate action.
- The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
  - e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than their lenders, lessees and respective legal advisers without the Insurers written consent
  - f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
  - g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 401811

In respect of Conditions e, f and g above where the Insured fails to comply with these conditions the Insurer's liability under this policy may be limited to the extent the Insurer is compromised by any breach of these conditions

## COMPLAINTS PROCEDURE

Any complaint should be raised in the first instance with our General Counsel by

- Writing to the General Counsel at the Insurer's Address
- Telephoning 0207 010 7820

Details of our complaints handling procedure are available by contacting our General Counsel.

If we are unable to resolve your complaint to your satisfaction, you may have the right to refer your complaint to the Financial Ombudsman Service at Exchange Tower, London E14 9SR. The Financial Ombudsman Service website is <http://www.financial-ombudsman.org.uk/>.

The existence, and your use of, this complaints process is without prejudice to your other rights under this policy and your rights in law.

## RIGHT TO CANCEL POLICY

This Policy can be cancelled by contacting us within 14 days of the policy date, provided all interested parties (such as lenders holding a mortgage or charge on the Property) consent to cancellation. If you wish to cancel this policy, please write (quoting your policy number) to 'The Underwriting Manager' at the Insurer's Address.

We may at our discretion charge you for the time that you have been on cover including Insurance Premium Tax.

Any refund of premium will be made to the party who paid the premium.

## CLAIMS CONDITIONS

On becoming aware of any potential or actual Claim, the Insured will:

- a. provide written notice and details to the Insurer at the Insurer's Address immediately of all known facts including all communications, correspondence and all court documents.
- b. not admit any liability whatsoever or take steps to compromise or settle the Claim, without the written consent of the Insurer.
- c. provide all information and assistance that the Insurer and/or any party professional or otherwise acting on the Insurer's behalf require at the Insured's own expense doing everything reasonably practicable with the Insurer's prior written consent to minimise any loss.

The Insured will not make any

- a. admission, promise of payment or indemnity
- b. application to a court, Upper Tribunal (Land Chamber) or the Land Registry without the written consent of the Insurer

## DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-

- 
- i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment
  - ii. exercise, in the name of the Insured, any rights or remedies available to the Insured in any proceedings including the right to abandon or submit to judgment
  - iii. compromise, settle or compound the Claim and deal in such manner as it thinks fit
  - iv. pay at any time to the Insured the amount of the Limit of Indemnity (as increased by the Inflation Provision if applicable) or any lesser amount for which the Claim can be settled and then relinquish control of and have no further involvement with the Claim.
- b. The Insurer shall be under no obligation to pay the proceeds of any Claim paid under this Policy to any party other than the Insured and that the proceeds of any Claim shall be incapable of assignment.
  - c. If, at the time of the Claim, there is other insurance (whether incepted by the Insured or any other party) under which the Insured may be entitled to make a Claim, either wholly or partly in respect of the same interest or risk covered by this policy, the Insurer will not be liable to pay or contribute more than their rateable proportion of the Claim.
  - d. If the Insured shall make any Claim knowing the same to be false or fraudulent, as regards amount or otherwise, this policy shall become void and the Claim shall be forfeited.
  - e. The Insurer will be entitled to all rights and defences it may have in respect of a Claim notified by any Insured against any successor to that Insured.
  - f. Where the Insurer and the Insured cannot agree to the amount to be paid under this policy the matter shall be referred to an arbitrator to be appointed by the parties (or in default of agreement, in accordance with the law in force at the time). The making of an award by the arbitrator shall be a condition precedent to any right of action against the Insurer. The Insured will afford to the Insurer every reasonable assistance in this respect.
  - g. If the Insurer agrees or is obliged to make any payment to or on behalf of an Insured because of the risk insured by this policy the Insurer will immediately be subrogated to any rights which the Insured may have in relation to that risk.

### **THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)**

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This will depend on the type of business and the circumstances of the Claim.

Further information about the compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at [www.fscs.org.uk](http://www.fscs.org.uk).

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 11 Haymarket, London SW1Y 4BP.

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**Last Revised:** *August, 2018*

## Our Commitment to Protect Your Privacy

Your privacy is important to us. In Europe and the United Kingdom, we abide by the General Data Protection Regulation and the Data Protection Act, respectively. By (i) browsing our websites, (ii) making inquiries about our products and services, or (iii) ordering a product or service from us (including filing a claim under a policy), you consent to your personal information being collected, held, managed and used in accordance with our privacy practices. You are not required to provide your personal information to us; however, in most cases, without it, we may not be able to provide you with our products and services.

We primarily rely upon the following bases for collecting your personal information: legitimate interest, contract performance, legal obligation or by express consent. You can learn more about these bases for collection and how we handle and process personal information in our Privacy Policy, a copy of which is posted on our website at [www.stewartsolution.com/Documents/PrivacyPolicy.pdf](http://www.stewartsolution.com/Documents/PrivacyPolicy.pdf) or can be made available upon request.

Personal information relates to any information about an individual whose identity can, directly or indirectly, be reasonably determined from it. We will never collect any unnecessary personal information from you and we do not process your information other than as specified in our Privacy Policy. In certain instances, we may share your personal information where we are required or permitted to do so by law.

When you visit our websites, use our products or services, or contact us to make general inquiries, the personal information you submit is stored and transferred to our affiliated companies in Canada and the United States. We may also utilise certain products or services hosted in countries outside of the European Economic Area ("EEA"). By submitting your personal information, you are agreeing to this transfer, storage and/or processing to allow us to provide you with our products and services. Such transfers are on the basis of a variety of legal mechanisms and we ensure (i) the necessary level of protections are in place for your personal information, (ii) strict agreements and measures set out by our company to protect your data are being complied with and (iii) relevant data protection laws are being complied with. Regulatory authorities and enforcement agencies in these other countries may access your personal information in accordance with their laws.

You have several rights regarding the personal information we collect: the right of access, the right to rectification, the right to erasure, the right to restricted processing, and the right to portability. A request to exercise any of these rights must be made in writing and to verify your identity, we will require appropriate identification (for example, a certified copy of your passport) before we will act on any request. Please make your written request to:

By email:           Europe: [PrivacyEU@stewart.com](mailto:PrivacyEU@stewart.com)  
                          UK: [PrivacyUK@stewart.com](mailto:PrivacyUK@stewart.com)

By post:            Stewart Title Limited  
                          Privacy Office – Europe & United Kingdom  
                          11 Haymarket  
                          London SW1Y 4BP

If you have any questions or concerns about your privacy and our privacy practices, it is our hope that you will contact us first to address these issues; however, if you feel we have not adequately dealt with your concerns, you may also contact your local data protection authority.

Property Address

**29, Hoyle Court Road, Baildon, Shipley, West Yorkshire, BD17 6JR.**

## Records searched indicate

Water undertaker:	Yorkshire Water	
Water connection:	Connected	
Water within boundary:	Not identified	
Sewer undertaker:	Yorkshire Water	
Sewer connection:	Connected	
Surface connection:	Connected	
Sewers within boundary:	Not identified	

## Legend

Typical response 

Caution - please refer to relevant question 

Needs attention 

## Got questions?

If you have any questions about the contents of this Drainage and Water Search, please contact our Customer Service team on [0800 052 0117](tel:08000520117) or email [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk)

Prepared by:

**Keith Louttit**

Drainage & Water Team

Your reference:  
**Searches/BD176JR/  
WYK703894**

Client reference:  
**Searches/BD176JR/  
WYK703894**

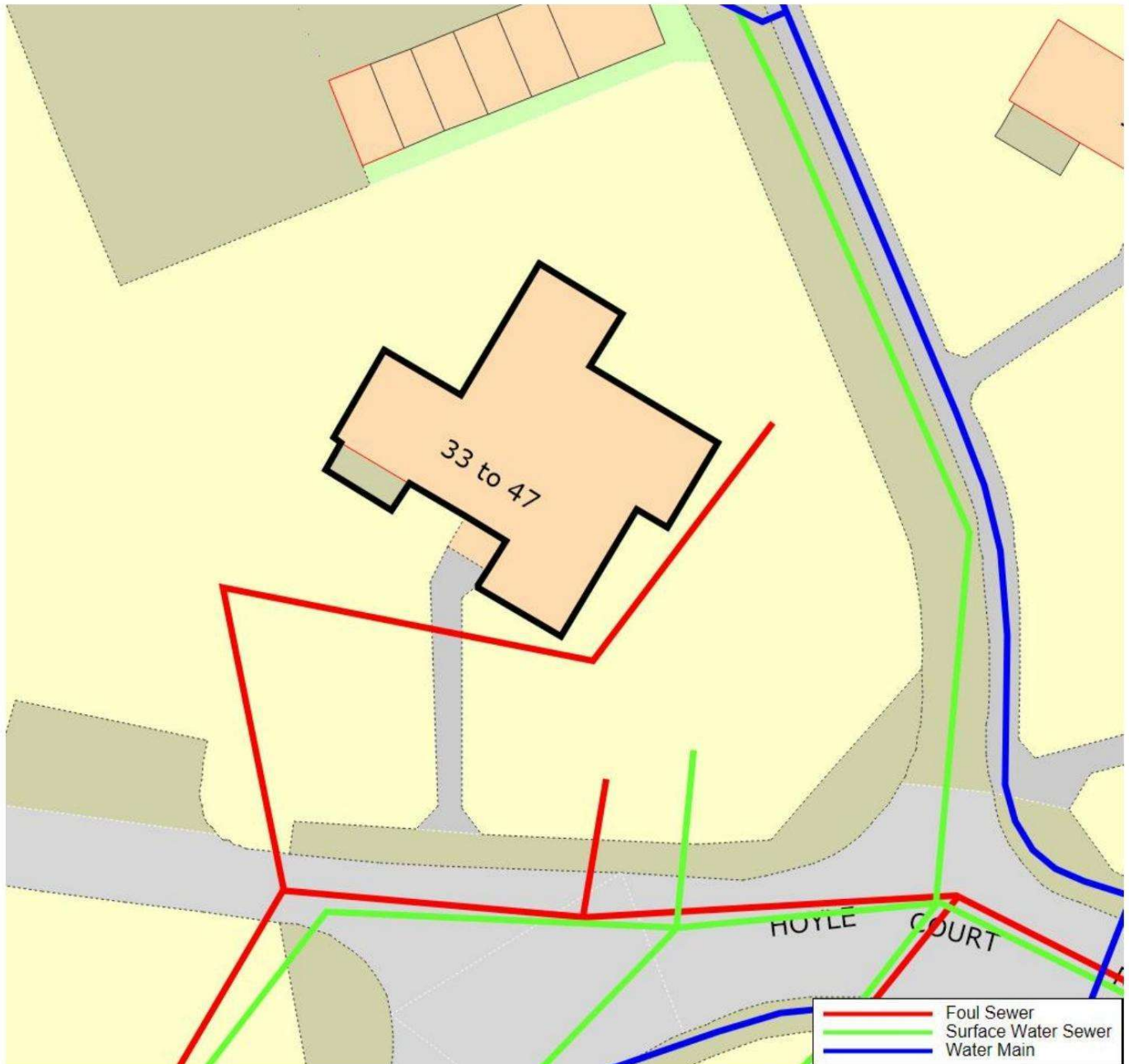
Our reference:  
**D03584914**

Date prepared:  
**07-05-2026**



# Summary

<a href="#">1.1</a>	<a href="#">Drainage map</a>	Enclosed
<a href="#">1.2</a>	<a href="#">Water map</a>	Enclosed
<a href="#">2.1</a>	<a href="#">Foul water connected to public sewer</a>	Connected
<a href="#">2.2</a>	<a href="#">Surface water connected to public sewer</a>	Connected
<a href="#">2.3</a>	<a href="#">Surface water charges payable</a>	Refer to vendor
<a href="#">2.4</a>	<a href="#">Drainage assets within boundary</a>	Not identified
<a href="#">2.4.1</a>	<a href="#">Surface water assets within boundary</a>	Insured
<a href="#">2.5</a>	<a href="#">Public sewer within 100ft</a>	Found
<a href="#">2.5.1</a>	<a href="#">Public sewer apparatus within 50m</a>	Insured
<a href="#">2.6</a>	<a href="#">Adoption agreements</a>	None found
<a href="#">2.7</a>	<a href="#">Building over agreements</a>	See details
<a href="#">2.8</a>	<a href="#">Internal flooding risk</a>	Insured
<a href="#">2.9</a>	<a href="#">Distance to treatment works</a>	Insured
<a href="#">3.1</a>	<a href="#">Mains water connection</a>	Connected
<a href="#">3.2</a>	<a href="#">Water assets within boundary</a>	Not identified
<a href="#">3.3</a>	<a href="#">Water adoption agreements</a>	See details
<a href="#">3.4</a>	<a href="#">Water pressure</a>	Insured
<a href="#">3.5</a>	<a href="#">Water supply classification</a>	See details
<a href="#">3.6</a>	<a href="#">Water meter location</a>	See details
<a href="#">4.1.1</a>	<a href="#">Sewerage undertaker</a>	See Answer
<a href="#">4.1.2</a>	<a href="#">Water Undertaker</a>	See Answer
<a href="#">4.2</a>	<a href="#">Sewerage service billing</a>	Refer to vendor
<a href="#">4.3</a>	<a href="#">Water service billing</a>	Refer to vendor
<a href="#">4.4</a>	<a href="#">Charging basis</a>	Refer to vendor
<a href="#">4.5</a>	<a href="#">Charging basis change expected</a>	Insured



## THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY

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### Notes

1. The position of any apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. No liability is accepted by OneSearch Direct for any error or omission. Assets are indicated for reference purposes only.

2. Private drains and sewers connecting the property to the public system may not be shown as water companies have not historically held these details. Only those assets indicated on the publicly available statutory maps are reproduced on this plan.

3. Section 104 sewers may not be shown on this plan.

4. On 1st October 2011 some private assets transferred to water company ownership, including private sewers and lateral drains. These assets will be indicated where they have been added to the statutory sewer maps, but may not be shown due to the historical nature of private sewers (See note 2).

5. The presence of service pipes should be anticipated and the actual position of mains should be verified and established on site prior to commencing any work

# 1. Maps

Enclosed



## 1.1 Sewer map

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

### Answer

Please refer to the map provided within this report. Where relevant, assets have been transcribed onto this map.

### Important notes

The pipes identified on the public sewer map as sewers are classified as assets for which the relevant Sewerage Undertaker holds statutory responsibility, in accordance with the Water Industry Act 1991.

Please note that Sewerage Undertakers do not maintain responsibility for features such as rivers, watercourses, ponds, culverts, or highway drains. Where these are shown on the map extract, they are included for informational purposes only and do not imply statutory responsibility.

Where private sewers or lateral drains are shown as being adoptable subject to a Section 104 agreement under the Water Industry Act 1991, these representations are not 'as constructed' records. We recommend that such details be verified directly with the developer or responsible party, where applicable.

In some cases, additional assets beyond public sewers, disposal mains, or lateral drains may appear on the map extract. These are also provided for information only and should not be interpreted as assets under the undertaker's statutory remit.

Enclosed



## 1.2 Water map

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

### Answer

Please refer to the map provided within this report. Where relevant, assets have been transcribed onto this map.

### Important notes

The pipes identified on the public water map as water mains are classified as assets for which the relevant Water Undertaker holds statutory responsibility, in accordance with the Water Industry Act 1991.

Please note that Water Undertakers do not maintain responsibility for private water mains or private service pipes connecting the property to the public water main and do not hold details for these. Where these are shown on the map extract, they are included for informational purposes only and do not imply statutory responsibility.

Responsibility for these private connections lies with the property owner, and where shared arrangements exist, responsibility may be joint with neighbouring properties. These private assets may cross land not owned by the seller, and prospective buyers may wish to investigate whether legal easements or access rights are in place for inspection, maintenance, or renewal.

## 2. Drainage

Connected



### 2.1 Foul water

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

#### Answer

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

#### Important notes

The response above is based on the location of any public sewers as shown on the enclosed extract from the sewer records. This report should be read in conjunction with the property's water and sewerage bills, the vendor's property information questionnaire and any independent survey you may have commissioned.

Please note that Sewerage Undertakers do not maintain records of private drains or sewers that connect individual properties to the public network. Responsibility for these private connections typically lies with the property owner, and where shared arrangements exist, responsibility may be joint with neighbouring properties. These private assets may cross land not owned by the seller, and prospective buyers may wish to investigate whether legal easements or access rights are in place for inspection, maintenance, or renewal.

The enclosed sewer map highlights known public sewers near the property. From this, it may be possible to estimate the likely route and extent of any private drainage infrastructure serving the property.

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



## 2.2 Surface water

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

### Answer

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

### Important notes

The response above is based on the location of a public sewer as shown on the enclosed extract from the sewer records. This report should be read in conjunction with the property's water and sewerage bills, the vendor's property information questionnaire and any independent survey you may have commissioned.

Please note that Sewerage Undertakers do not maintain records of private drains or sewers that connect individual properties to the public network. Responsibility for these private connections typically lies with the property owner, and where shared arrangements exist, responsibility may be joint with neighbouring properties. These private assets may cross land not owned by the seller, and prospective buyers may wish to investigate whether legal easements or access rights are in place for inspection, maintenance, or renewal.

In certain instances, the records maintained by the Sewerage Undertaker may not clearly differentiate between foul water and surface water connections to the public sewerage network. If on inspection the buyer finds that the property does not discharge surface water to the public sewer, the property may be entitled to a reduction in the surface water drainage charges. Further information regarding eligibility and application procedures can be obtained directly from the relevant Water Company.

Where surface water from the property does not discharge into the public sewerage system, it is likely that alternative drainage arrangements are in place. These may include a soakaway system, a private outfall to a nearby watercourse, or integration with a Sustainable Urban Drainage System (SuDS). SuDS are designed to manage rainfall in a way that mimics natural processes, helping to reduce flood risk, improve water quality, and support biodiversity. They form part of a broader green infrastructure approach to urban water management.

The enclosed sewer map highlights known public sewers near the property. From this, it may be possible to estimate the likely route and extent of any private drainage infrastructure serving the property.

Refer to vendor



## 2.3 Surface water charges

Is a surface water drainage charge payable?

### Answer

Please refer to the vendor or pre-contract documents. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

### Important notes

If surface water from a property enters the public sewer, a surface water drainage charge is usually included in the water and sewerage bill.

If a surface water drainage charge is applied, but the purchaser ascertains on inspection or an independent survey that surface water from the property does not discharge into a public sewer (for instance, if it drains to a soakaway or private system), the property may qualify for a rebate from the relevant Water Company.

For properties built after 6<sup>th</sup> of April 2015, the surface water drainage may be served by a Sustainable Drainage System. Further information may be available from the developer.



## 2.4 Drainage assets within boundary

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

### Answer

The map does not indicate an asset within the boundaries of the property.

### Important notes

This report should be read in conjunction with the property's sewerage and water billing records, any relevant survey documentation, and the vendor's property questionnaire. Since 1st October 2011, most private sewers subject to adoption agreements have been transferred into public ownership.

As a result, additional assets may exist within or near the property boundary that are not shown on the attached plan. The presence of a sewer is identified based on its proximity as indicated. Public assets shown as sewers are those for which the Sewerage Undertaker holds statutory responsibility under the Water Industry Act 1991.

For new or recently developed sites, purchasers must confirm asset records directly with the developer, as such details may not yet be reflected on the public sewer map.



### 2.4.1 Surface water assets within boundary

Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?

### Answer

Insurance has been implemented to indemnify against any Adverse Entries to this question which may affect this property.

### Important notes

This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.



## 2.5 Public sewer within 100 feet

Does the public sewer map indicate any public sewer, disposal main, or lateral drain within 30.48 metres (100 feet) of the boundary of the property?

### Answer

The public sewer map shows that there is a public sewer within 30.48 metres (100 feet) of the property boundary. It is possible for private sewers to exist within the radius which would not be shown on the public map.

### Important notes

This report should be read in conjunction with the property's sewerage and water billing records, any relevant survey documentation, and the vendor's property questionnaire.

Since 1st October 2011, most private sewers subject to adoption agreements have been transferred into public ownership. As a result, additional public assets may exist within or near the property boundary that are not shown on the attached plan. The presence of a public sewer is identified based on its proximity as indicated.

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

For new or recently developed sites, the recipient must confirm asset records directly with the developer, as such details may not yet be reflected on the public sewer map.



## 2.5.1 Public sewer within 50m

Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50m of the property boundary?

### Answer

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property.

### Important notes

This indemnifies the Buyer, Seller and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.



## 2.6 Adoption

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

### Answer

Records indicate that the sewers serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

### Important notes

On 1 October 2011, in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations, all adoptable foul sewers subject to Section 104 agreements and laid prior to 1 July 2011 were transferred into public ownership, provided they were connected to the public sewerage system by that date. This transfer excluded any sewers that discharge to privately owned sewerage treatment or collection facilities.

Additionally, adoptable surface water sewers under Section 104 agreements were transferred where they discharge to the public sewerage system. However, those discharging to private watercourses, soakaways, or other non-public systems were not included in the transfer.

It should be noted that water company asset records are currently undergoing review and updates. As a result, some transferred assets may not yet be reflected on the public sewer map. Consequently, there may be sewers that are either not recorded or still shown as adoptable assets pending mapping updates.

[See details](#)


## 2.7 Building over agreements

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

### Answer

There is no statutory access to records confirming whether the sewerage undertaker has approved or been consulted about plans to erect a building or extension on the property or in the vicinity of a public sewer. Where a public asset is shown within the property boundary, further enquiries should be made with the relevant sewerage undertaker.

### Important notes

Buildings or extensions constructed over a public sewer without the required consent may not comply with Part H4 of the Building Regulations, and alterations or removal could be necessary.

From 1 October 2011, many private sewers were transferred into public ownership. The sewerage undertaker may not have been consulted about developments over or near these assets.

Not all transferred assets are currently shown on public sewer maps. Therefore, additional sewers may exist that are not recorded, and caution is advised.



## 2.8 Internal flooding

Is the building which is, or forms, part of the property at risk of internal flooding due to overloaded public sewers?

### Answer

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property.

### Important notes

This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.



## 2.9 Sewage treatment works

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

### Answer

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property.

### Important notes

This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

## 3. Water

Connected



### 3.1 Mains water

Is the property connected to mains water supply?

#### Answer

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

#### Important notes

The response above is based on the location of any public water pipes as shown on the enclosed extract from the water records.

This report should be read in conjunction with the property's water and sewerage bills, the vendor's property information questionnaire and any independent survey you may have commissioned.

Not identified



### 3.2 Water assets within boundary

Are there any water mains within the boundaries of the property?

#### Answer

The map indicates there are no water mains within the boundaries of the property.

#### Important notes

Where a public water main is located within the boundary of a property, it may impose restrictions on future development or construction activities. This is due to statutory rights held by the relevant Water Undertaker, which include legal access to maintain, repair, or upgrade their infrastructure.

In such cases, representatives or contractors acting on behalf of the Water Undertaker may require entry to the property to carry out necessary works. These rights are exercised under statutory provisions and typically require advance notice.

See details



### 3.3 Water adoption

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

#### Answer

Records indicate that water supply serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

#### Important notes

For recent or ongoing developments where no agreement is in place and no public water mains are visible within the development, purchasers are advised to consult with the developer to determine the extent of any private water infrastructure for which they may assume responsibility.

Purchasers should also confirm whether the developer has approached the relevant Water Undertaker to arrange for water services to be supplied.



### 3.4 Water pressure

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

#### Answer

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property.

#### Important notes

This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

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[See details](#)

### 3.5 Water supply classification

What is the classification of the water supply for the property?

#### Answer

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the classification for the property.

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[See details](#)

### 3.6 Water meter

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

#### Answer

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

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## 4. Undertakers

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See Answer



### 4.1.1 Sewerage undertaker

Who is responsible for providing the sewerage services for the property?

#### Answer

Yorkshire Water

Yorkshire Water Services Ltd, Western House, Halifax Road,, Bradford, BD6 2SZ.

Telephone: 0845 1 24 24 24

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See Answer



### 4.1.2 Water undertaker

Who is responsible for providing the water services for the property?

#### Answer

Yorkshire Water

Yorkshire Water Services Ltd, Western House, Halifax Road,, Bradford, BD6 2SZ.

Telephone: 0845 1 24 24 24

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Refer to vendor



### 4.2 Sewerage service billing

Who bills the property for sewerage services?

#### Answer

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

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Refer to vendor



### 4.3 Water service billing

Who bills the property for water services?

#### Answer

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

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Refer to vendor



### 4.4 Charging basis

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

#### Answer

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

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## 4.5 Charging basis change

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

### Answer

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property.

### Important notes

This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

# Report Limitations

This report has been prepared specifically for use in connection with an individual residential property transaction. It is not intended to support or inform decisions related to property development.

The findings presented are based on information provided by the client and data sourced from selected private and public databases. No physical site investigation has been conducted. As such, while every effort has been made to ensure accuracy, OSD cannot guarantee that all potential issues have been identified, nor can we verify the completeness or accuracy of third-party data sources. OSD accepts no liability for any inaccuracies arising from third-party data.

We recommend that this report be considered alongside the property's water and sewerage bill, the vendor's property information questionnaire, any independent surveys, and professional legal advice.

# Terms and Conditions

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**OneSearch Direct Limited**  
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Glasgow  
G3 8EP  
Tel: [0800 062 0117](tel:08000620117)  
Email: [cs@onesearchdirect.co.uk](mailto:cs@onesearchdirect.co.uk)
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If you make a complaint, we will:

- Acknowledge your complaint within 5 working days of receipt.
- Normally deal with it fully and provide a final response in writing within 20 working days of receipt.
- Keep you informed by letter, telephone or email as you prefer if there needs to be more time.
- Provide a final response, in writing, within 40 working days of receipt.

Complaints should be addressed to Customer Services as set out in paragraph 1, either by letter, email, or telephone.

If you are not satisfied with our final response, you may refer your complaint to:

### The Property Ombudsman

Tel: 01722 333306

Email: [admin@tpos.co.uk](mailto:admin@tpos.co.uk)

We will cooperate fully with the Ombudsman and comply with his decision.

# Energy performance certificate (EPC)

29, Hoyle Court Road Baildon SHIPLEY BD17 6JR	Energy rating <b>F</b>	Valid until: <b>19 March 2027</b>
		Certificate number: <b>8093-7727-5700-7030-3922</b>

Property type	Top-floor maisonette
Total floor area	82 square metres

## Rules on letting this property

### You may not be able to let this property

This property has an energy rating of F. It cannot be let, unless an exemption has been registered. You can read [guidance for landlords on the regulations and exemptions \(https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance\)](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

Properties can be let if they have an energy rating from A to E. You could make changes to [improve this property's energy rating](#).

## Energy rating and score

This property's energy rating is F. It has the potential to be D.

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

Score	Energy rating	Current	Potential
92+	<b>A</b>		
81-91	<b>B</b>		
69-80	<b>C</b>		
55-68	<b>D</b>		<b>64 D</b>
39-54	<b>E</b>		
21-38	<b>F</b>	<b>33 F</b>	
1-20	<b>G</b>		

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

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

For properties in England and Wales:

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

## Breakdown of property's energy performance

### Features in this property

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

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

Feature	Description	Rating
Wall	Solid brick, as built, no insulation (assumed)	Very poor
Roof	Flat, limited insulation (assumed)	Very poor
Window	Fully double glazed	Average
Main heating	Electric storage heaters	Average
Main heating control	Manual charge control	Poor
Hot water	Electric immersion, off-peak	Average
Lighting	Low energy lighting in 78% of fixed outlets	Very good
Floor	(another dwelling below)	N/A
Secondary heating	Portable electric heaters (assumed)	N/A

### Primary energy use

The primary energy use for this property per year is 790 kilowatt hours per square metre (kWh/m<sup>2</sup>).

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## How this affects your energy bills

An average household would need to spend **£1,887 per year on heating, hot water and lighting** in this property. These costs usually make up the majority of your energy bills.

You could **save £870 per year** if you complete the suggested steps for improving this property's energy rating.

This is **based on average costs in 2017** when this EPC was created. People living at the property may use different amounts of energy for heating, hot water and lighting.

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## Heating this property

Estimated energy needed in this property is:

- 17,850 kWh per year for heating
  - 2,829 kWh per year for hot water
-

## Impact on the environment

This property's environmental impact rating is G. It has the potential to be E.

Properties get a rating from A (best) to G (worst) on how much carbon dioxide (CO<sub>2</sub>) they produce each year.

### Carbon emissions

An average household produces 6 tonnes of CO<sub>2</sub>

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This property produces 11.0 tonnes of CO<sub>2</sub>

This property's potential production 5.0 tonnes of CO<sub>2</sub>

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You could improve this property's CO<sub>2</sub> emissions by making the suggested changes. This will help to protect the environment.

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

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## Steps you could take to save energy

Step	Typical installation cost	Typical yearly saving
1. Flat roof or sloping ceiling insulation	£850 - £1,500	£309
2. Internal wall insulation	£4,000 - £14,000	£511
3. Increase hot water cylinder insulation	£15 - £30	£33
4. High heat retention storage heaters	£1,200 - £1,800	£17

### Advice on making energy saving improvements

[Get detailed recommendations and cost estimates \(www.gov.uk/improve-energy-efficiency\)](http://www.gov.uk/improve-energy-efficiency)

### Help paying for energy saving improvements

You may be eligible for help with the cost of improvements:

- Free energy saving improvements: [Warm Homes Local Grant \(www.gov.uk/apply-warm-homes-local-grant\)](http://www.gov.uk/apply-warm-homes-local-grant)
  - Heat pumps and biomass boilers: [Boiler Upgrade Scheme \(www.gov.uk/apply-boiler-upgrade-scheme\)](http://www.gov.uk/apply-boiler-upgrade-scheme)
  - Help from your energy supplier: [Energy Company Obligation \(www.gov.uk/energy-company-obligation\)](http://www.gov.uk/energy-company-obligation)
-

## Who to contact about this certificate

### Contacting the assessor

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

Assessor's name	Steven Davies
Telephone	07849037174
Email	<a href="mailto:ste412@hotmail.co.uk">ste412@hotmail.co.uk</a>

### Contacting the accreditation scheme

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

Accreditation scheme	Quidos Limited
Assessor's ID	QUID203891
Telephone	01225 667 570
Email	<a href="mailto:info@quidos.co.uk">info@quidos.co.uk</a>

### About this assessment

Assessor's declaration	No related party
Date of assessment	20 March 2017
Date of certificate	20 March 2017
Type of assessment	<a href="#">RdSAP</a>

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