ADVANCED PROPERTY AUCTION

AUCTION PACK

5 Caldbeck Close Nelson Lancashire BB9 0SY

SELL YOUR PROPERTY THE MODERN WAY

A FASTER, SMARTER AND MORE TRANSPARENT WAY TO SELL

SECURE AND TRANSPARENT | QUICKER SALES | NATIONWIDE MARKETING | MAXIMUM EXPOSURE

EXPERTISE. TECHNOLOGY. RESULTS.

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

Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential 5 Caldbeck Close Nelson Lancashire BB9 0SY

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 articipates 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.

Advanced PropertyAuction

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: _____

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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:* _____

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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:

Advanced PropertyAuction

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):

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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:* _____

© Advanced Property Auction 2020

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 29 September 2026 shows the state of this title plan on 29 September 2026 at 13:12:26. 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, Fylde Office .

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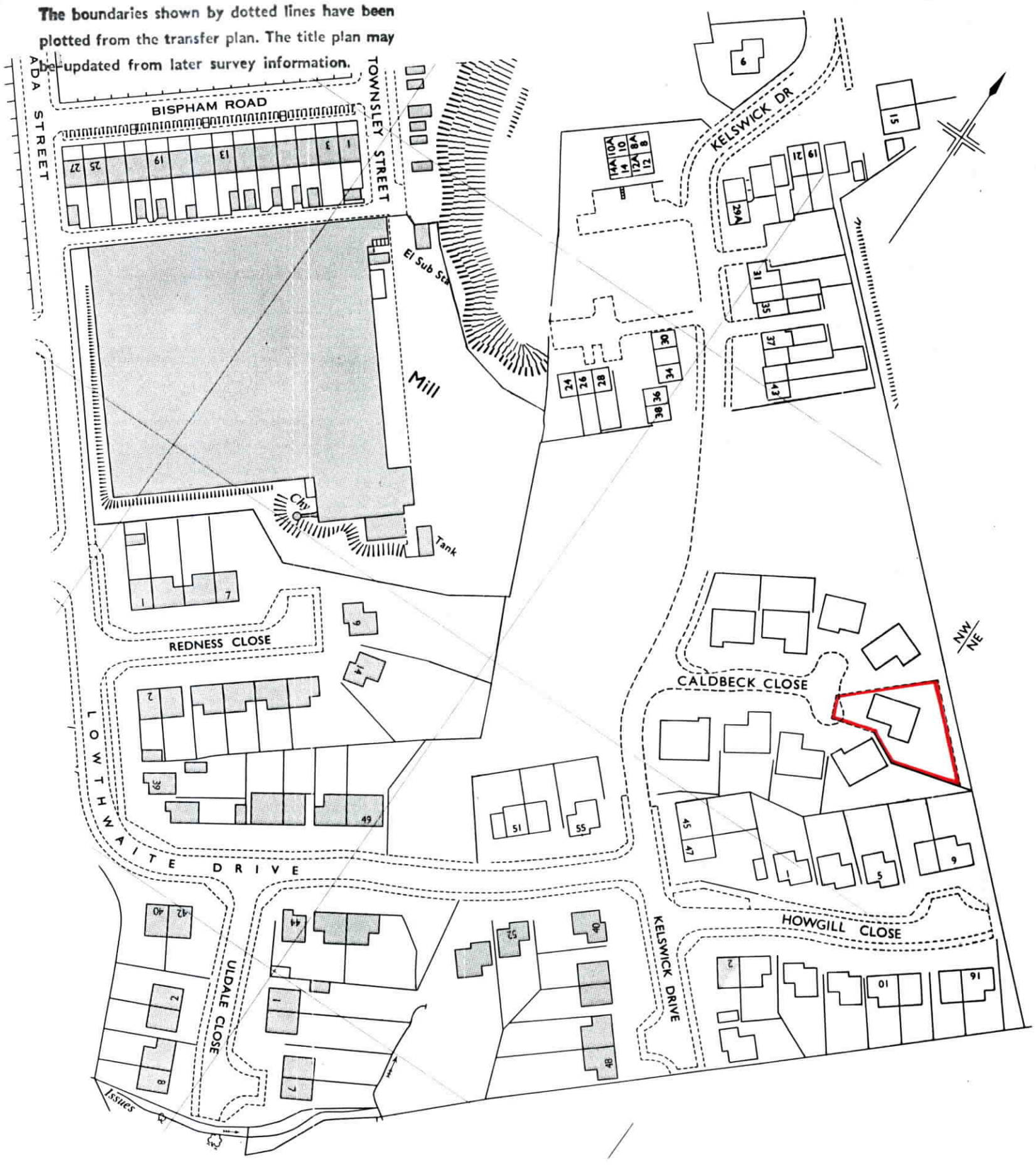
H.M. LAND REGISTRY		TITLE NUMBER	
		LA 597426	
ORDNANCE SURVEY PLAN REFERENCE	SD 8636	SECTION D	Scale 1/1250
COUNTY LANCASHIRE	DISTRICT PENDLE		© Crown copyright 1989

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



FILED PLAN
H.M. LAND REGISTRY
6/89

This official copy is incomplete without the preceding notes page.

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.

HM Land Registry

Official copy of register of title

Title number LA597426

Edition date 21.05.2018

- This official copy shows the entries on the register of title on 29 SEP 2026 at 13:12:27.
- 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 29 Sep 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, Fylde Office.

A: Property Register

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

LANCASHIRE : PENDLE

1 The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 5 Caldbeck Close, Nelson (BB9 0SY).

2 The land was formerly copyhold of the Manor of Ightenhill and the rights saved to the lord by the 12th Schedule of the Law of Property Act 1922 are excepted from the registration.

3 The land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 16 November 1988 referred to in the Charges Register.

4 The Transfer dated 16 November 1988 referred to in the Charges Register contains provisions as to light or air.

B: Proprietorship Register

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

Title absolute

1 (10.04.2001) PROPRIETOR: ROBERT HOLGATE and LINDA HOLGATE of 5 Caldbeck Close, Nelson, Lancashire BB9 0SY.

2 (10.04.2001) The price stated to have been paid on 30 March 2001 was £73,500.

3 (10.04.2001) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

4 (21.05.2018) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

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

1 A Conveyance of land adjoining the North East boundary of the land in this title and other land dated 6 September 1926 made between (1) Richard Jaques and others (Vendors) and (2) Borough Brick Company Limited (Company) contains the following covenants by the Vendor:-

The Vendors hereby jointly and severally covenant with the Company that the Vendors will not at any time hereafter make or form or permit or allow to be made or formed any street road back street or court on any portion of their adjoining lands in such a way as to abut upon the plot of land hereby conveyed.

NOTE: The Boundary between the points lettered X-Y referred to abut the Easterly boundary of the land in the title.

2 A Transfer of the land in this title and other land dated 23 May 1986 made between (1) Neville Alfred Maloney and others (Transferors) and (2) James Waring and Melvyn Frederick Waring (Transferees) contains covenants.

By a Deed dated 21 October 1987 made between (1) Neville Alfred Maloney and others and (2) James Waring and Melvyn Frederick Waring the said covenants were expressed to be released. Details of the covenants and of the terms of release are set out in the schedule of restrictive covenants hereto.

3 A Transfer of the land in this title dated 16 November 1988 made between (1) James Waring and Melvyn Frederick Waring and (2) William Arthur Harrall and Irene Violet Harrall contains restrictive covenants.

NOTE: Original filed.

Schedule of restrictive covenants

1 The following are details of the covenants contained in the Transfer dated 23 May 1986 referred to in the Charges Register:-

"THE Transferee hereby jointly and severally covenants with the Transferor:-

(i) Not at any time hereafter to carry on or suffer to be carried on on the land hereby transferred or any part thereof or any building erected thereon any trade or business whatsoever except that of a solicitor medical practitioner or dentist or permit the same to be used except as aforesaid for any other purposes than as private dwellinghouse each in the occupation of one family only

(ii) No buildings (including garages garden huts garden shed greenhouses summerhouses or any other buildings or outbuildings) shall be erected on the said land which shall not be in accordance with the plans and elevations which shall have been approved in writing by the Transferor such approval not to be unreasonably withheld

(iii) There shall not be erected on the land hereby transferred any buildings other than one dwellinghouse or bungalow on eight of the nine plots to be constructed and on one plot only either one dwellinghouse or bungalow or one pair of semi-detached dwellinghouses or bungalows of such materials as shall be approved by the Local Planning Authority with garages and necessary outbuildings"

2 The following are details of the terms of the release contained in the Deed dated 21 October 1987 referred to in the Charges Register:-

"The said Neville Alfred Maloney Neville Howard Maloney Colin John Maloney and Red Arthur Humberstone HEREBY RELEASE AND DISCHARGE the said James Waring and Melvyn Frederick Waring of and from the covenant hereinbefore set forth and in the hereinbefore mentioned Deed of Transfer of part contained on the part of the said James Waring and Melvyn Frederick Waring in such and the same manner as if the same had not been inserted in the aforementioned Deed of Transfer of part and of and from all actions proceedings claims and demand for or by reason or

Schedule of restrictive covenants continued

on account of the same covenant or any past breach or breaches thereof".

NOTE: The covenant referred to is that at clause (ii) in the item above.

End of register

Lloyd & Whyte
Community Broking

OneSearch Express

OneSearch Express (Auction)

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

Covered Property Address:	5 Caldbeck Close Nelson BB9 0SY

Date:	01/10/2026
Your Ref:	Searches/BB90SY/LA597426
Report No:	07208864
Client Ref:	Searches/BB90SY/LA597426
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
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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.

NORTHCOTTBEATON INSURANCE BROKERS

PROTECTING YOU for 25 YEARS

OneSearch

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:
5 Caldbeck Close
Nelson
BB9 0SY

Pendle Borough Council
Local Authority Code: 2340

Policy Number
401811

Your Reference:
Searches/BB90SY/LA597426

Prepared by:
MInnes

Invoice Number:
E26632361

Date:
01/10/2026

Planning Designations and Proposals	Identified
Planning Permissions	No
Nearby Road Schemes	No
Nearby Railway Schemes	No
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**

OneSearch

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

@OneSearchDirect OneSearch Direct Ltd www.onesearchdirect.co.uk

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.

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	
Local plan part 1: Core Strategy	Adopted	17/12/2015
Local Plans	M65 Corridor Settlements	
Pendle Local Plan - Adopted 2006 Adopted	Adopted	30/06/2006
Local Plan Policy	Borough Boundary	

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 Loca 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 01/10/2011 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?	No
Informative *Please refer to Service Contact Details Sheet for contact details relating to relevant rail schemes.*	

Traffic Schemes

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:	No
(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?	
Informative *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.*	
Informative *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.*	

Outstanding Notices

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

Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations	No

Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-	
(a) 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?	No

Conservation Areas

Do the following apply in relation to the property:-	No
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?	

Compulsory Purchase

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

Radon Gas

Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?	No

No. The property is in an area where 0-1% of homes are estimated to be at or 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 Rador 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 anc Environmental Hazards, Chilton, Didcot, Oxon, OX11 0RQ.

Assets of Community Value

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

Service Contact Details

Pendle Borough Council

Town Hall
Market Street
Nelson
BB9 7LG

UK Health Security Agency

UK Health Security Agency
10 South Colonnade
London
E14 4PU

020 7654 8000

enquiries@ukhsa.gov.uk

Crossrail

8 Cavell Mews
Flitwick
Bedford
MK45 1GT

0345 602 3813

helpdesk@crossrail.co.uk

HS2

28 Larch Road
Dartford
DA1 2LF

020 7944 4908

HS2enquiries@hs2.org.uk

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 loca authority held by OneSearch. The name and address of the relevant local authority is **Pendle Borough Council a Town Hall, Market Street, Nelson, Lancashire, BB9 7LG.** 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 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 o 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. 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

stewart
TITLE

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.

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.

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

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

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)	PREMIUM (£ inclusive of I.P.T)
£1,500,000.00	£54.00

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, 10th Floor, Beaufort House, 15 St Botolph Street, EC3A 7QU. The FSCS website may be viewed at 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.

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 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
UK: 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.

Drainage and Water Search

OneSearch

Property Address

5, Caldbeck Close, Nelson, BB9 0SY.

Records searched indicate

Water undertaker:	United Utilities
Water connection:	Connected
Water within boundary:	Not identified
Sewer undertaker:	United Utilities
Sewer connection:	Connected
Surface connection:	Connected
Sewers within boundary:	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 or email cs@onesearchdirect.co.uk

Prepared by:

Alexander McGuire

Drainage & Water Team

Your reference:	Client reference:	Our reference:	Date prepared:
Searches/BB90SY/ LA597426	**Searches/BB90SY/ LA597426**	**D03694153**	**01-10-2026**

SearchCode™

COPSO ASSOCIATE MEMBER

The Property Ombudsman Consumer Redress

Summary

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

Connected

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 6th of April 2015, the surface water drainage may be served by a Sustainable Drainage System. Further information may be available from the developer.

Identified

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 indicates an asset within the boundaries of the property. A full site inspection should be conducted prior to any works commencing to accurately locate any assets.

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.

Insured

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

Where applicable, insurance 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.

This report should be read in conjunction with the property's water and sewerage billing records, the vendor’s property information questionnaire, any independent surveys, and professional legal advice.

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.

Identified

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.

Insured

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

Where applicable, insurance 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.

This report should be read in conjunction with the property's water and sewerage billing records, the vendor’s property information questionnaire, any independent surveys, and professional legal advice.

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.

None found

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.

Insured

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

Where applicable, insurance 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.

This report should be read in conjunction with the property's water and sewerage billing records, the vendor's property information questionnaire, any independent surveys, and professional legal advice.

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.

Insured

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

Where applicable, insurance 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.

This report should be read in conjunction with the property's water and sewerage billing records, the vendor's property information questionnaire, any independent surveys, and professional legal advice.

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.

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.

Insured

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

Where applicable, insurance 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.

This report should be read in conjunction with the property's water and sewerage billing records, the vendor's property information questionnaire, any independent surveys, and professional legal advice.

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.

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.

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.

4. Undertakers

See Answer

4.1.1 Sewerage undertaker

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

Answer

United Utilities
United Utilities Water plc, Haweswater House, Lingley Mere Business Park, Great Sankey, Warrington, WA5 3LP.
Telephone: 0870 751 0101

See Answer

4.1.2 Water undertaker

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

Answer

United Utilities
United Utilities Water plc, Haweswater House, Lingley Mere Business Park, Great Sankey, Warrington, WA5 3LP.
Telephone: 0870 751 0101

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.

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.

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.

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

Where applicable, insurance 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.

This report should be read in conjunction with the property's water and sewerage billing records, the vendor's property information questionnaire, any independent surveys, and professional legal advice.

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.

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.

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The Search Company

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   Skypark 1
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   Glasgow
   G3 8EP
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12. OneSearch is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Ombudsman can award up to £500 in compensation if the Ombudsman finds that you have suffered actual financial loss and/or aggravation as a result of your search provider failing to keep to the Code.
    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 infomsrmed 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
    We will cooperate fully with the Ombudsman and comply with his decision.

www.lawsociety.org.uk

The Law Society

Law Society Property Information Form (4th edition 2020 – second revision)

Address of the property	5 Coldbeck Close, Nelson, Lancashire CALDBECK Postcode B B 9 0 S Y
Full names of the seller	Linda Holgate and Robert Holgate
Seller's solicitor Name of solicitor's firm	Smith Sutcliffe
Address	50 Manchester Road, Burnley, Lancashire, BB11 1HJ
Email	stephen.astin@smith-sutcliffe.co.uk
Reference number	SA:GLH:38836

About this form

This form is completed by the seller to supply the detailed information and documents which may be relied upon for the conveyancing process.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.
- 'Property' includes all buildings and land within its boundaries.

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Prepared using LEAP Legal Software

Instructions to the seller

- The answers should be prepared by the person or persons who are named as owner on the deeds or Land Registry title or by the owner's legal representative(s) if selling under a power of attorney or grant of probate or representation. If there is more than one seller, you should prepare the answers together or, if only one seller prepares the form, the other(s) should check the answers given and all sellers should sign the form.
- If you do not know the answer to any question, you must say so. If you are unsure of the meaning of any questions or answers, please ask your solicitor. Completing this form is not mandatory, but omissions or delay in providing some information may delay the sale.
- If you later become aware of any information which would alter any replies you have given, you must inform your solicitor immediately. This is as important as giving the right answers in the first place. Do not change any arrangements concerning the property with anyone (such as a tenant or neighbour) without first consulting your solicitor.
- It is very important that your answers are accurate. If you give incorrect or incomplete information to the buyer (on this form or otherwise in writing or in conversation, whether through your estate agent or solicitor or directly to the buyer), the buyer may make a claim for compensation from you or refuse to complete the purchase.
- You should answer the questions based upon information known to you (or, in the case of legal representatives, you or the owner). You are not expected to have expert knowledge of legal or technical matters, or matters that occurred prior to your ownership of the property.
- Please give your solicitor any letters, agreements or other papers which help answer the questions. If you are aware of any which you are not supplying with the answers, tell your solicitor. If you do not have any documentation you may need to obtain copies at your own expense. Also pass to your solicitor any notices you have received concerning the property and any which arrive at any time before completion of the sale.

Instructions to the buyer

- If the seller gives you, separately from this form, any information concerning the property (in writing or in conversation, whether through an estate agent or solicitor or directly to you) on which you wish to rely when buying the property, you should tell your solicitor.
- You are entitled to rely on the replies given to enquiries but in relation to the physical condition of the property, the replies should not be treated as a substitute for undertaking your own survey or making your own independent enquiries, which you are recommended to do.
- The seller is only obliged to give answers based on their own information. They may not have knowledge of legal or technical matters. You should not expect the seller to have knowledge of, or give information about, matters prior to their ownership of the property.

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1. Boundaries

If the property is leasehold this section, or parts of it, may not apply.

1.1 Looking towards the property from the road, who owns or accepts responsibility to maintain or repair the boundary features:

(a) on the left?	☑ Seller	☐ Neighbour
	☐ Shared	☐ Not known
(b) on the right?	☑ Seller	☐ Neighbour
	☐ Shared	☐ Not known
(c) at the rear?	☑ Seller	☐ Neighbour
	☐ Shared	☐ Not known
(d) at the front?	☑ Seller	☐ Neighbour
	☐ Shared	☐ Not known

1.2 If the boundaries are irregular please indicate ownership by written description or by reference to a plan:

1.3 Is the seller aware of any boundary feature having been moved in the last 10 years or during the seller's period of ownership if longer? If Yes, please give details:

☐ Yes ☑ No

1.4 During the seller's ownership, has any adjacent land or property been purchased by the seller? If Yes, please give details:

☐ Yes ☑ No

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1.5 Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road, for example cellars under the pavement, overhanging eaves or covered walkways? If Yes, please give details:

☐ Yes ☑ No

1.6 Has any notice been received under the Party Wall etc. Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:

☐ Yes ☑ No
☐ Enclosed ☐ To follow

2. Disputes and complaints

2.1 Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:

☐ Yes ☑ No

2.2 Is the seller aware of anything which might lead to a dispute about the property or a property nearby? If Yes, please give details:

☐ Yes ☑ No

3. Notices and proposals

3.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:

☐ Yes ☑ No

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3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby?
If Yes, please give details:

☐ Yes ☑ No

4. Alterations, planning and building control

Note to seller: All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, Building Regulations consents and completion certificates should be provided. If the seller has had works carried out the seller should produce the documentation authorising this. Copies may be obtained from the relevant local authority website. Competent Persons Certificates may be obtained from the contractor or the scheme provider (e.g. FENSA or Gas Safe Register). Further information about Competent Persons Certificates can be found at: **https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised**

Note to buyer: If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that following completion of the sale, the property will be put into a higher council tax band. Further information about council tax valuation can be found at:
http://www.gov.uk/government/organisations/valuation-office-agency

4.1 Have any of the following changes been made to the whole or any part of the property (including the garden)?

(a) Building works (e.g. extension, loft or garage conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:

☐ Yes ☑ No

(b) Change of use (e.g. from an office to a residence)

☐ Yes ☑ No
Year

(c) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002

☑ Yes ☐ No
2015 Year

(d) Addition of a conservatory

☑ Yes ☐ No
2003 Year

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4.2 If Yes to any of the questions in 4.1 and if the work was undertaken during the seller's ownership of the property:

(a) please supply copies of the planning permissions, Building Regulations approvals and Completion Certificates, OR:

(b) if none were required, please explain why these were not required – e.g. permitted development rights applied or the work was exempt from Building Regulations:

None required - due to area of plot

Further information about permitted development can be found at:
https://www.planningportal.co.uk/info/200126/applications

4.3 Are any of the works disclosed in 4.1 above unfinished? If Yes, please give details:

☐ Yes ☑ No

4.4 Is the seller aware of any breaches of planning permission conditions or Building Regulations consent conditions, unfinished work or work that does not have all necessary consents? If Yes, please give details:

☐ Yes ☑ No

4.5 Are there any planning or building control issues to resolve? If Yes, please give details:

☐ Yes ☑ No

4.6 Have solar panels been installed?

☐ Yes ☑ No

If Yes:

(a) In what year were the solar panels installed? ☐ Year

(b) Are the solar panels owned outright? ☐ Yes ☐ No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents e.g. copies of electricity bills for feed in tariffs. ☐ Yes ☐ No ☐ Enclosed ☐ To follow

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4.7 Is the property or any part of it:

(a) a listed building?

☐ Yes ☑ No
☐ Not known

(b) in a conservation area?

☐ Yes ☑ No
☐ Not known

If Yes, please supply copies of any relevant documents.

☐ Enclosed ☐ To follow

4.8 Are any of the trees on the property subject to a Tree Preservation Order?

☐ Yes ☑ No
☐ Not known

If Yes:

(a) Have the terms of the Order been complied with?

☐ Yes ☐ No
☐ Not known

(b) Please supply a copy of any relevant documents.

☐ Enclosed ☐ To follow

5. Guarantees and warranties

Note to seller: All available guarantees, warranties and supporting paperwork should be supplied before exchange of contracts.

Note to buyer: Some guarantees only operate to protect the person who had the work carried out or may not be valid if their terms have been breached. You may wish to contact the company to establish whether it is still trading and if so, whether the terms of the guarantee will apply to you.

5.1 Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)

☐ Yes ☑ No
☐ Enclosed ☐ To follow

(b) Damp proofing

☐ Yes ☑ No
☐ Enclosed ☐ To follow

(c) Timber treatment

☐ Yes ☑ No
☐ Enclosed ☐ To follow

(d) Windows, roof lights, roof windows or glazed doors

☐ Yes ☑ No
☐ Enclosed ☐ To follow

(e) Electrical work

☐ Yes ☑ No
☐ Enclosed ☐ To follow

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(f) Roofing

☐ Yes ☑ No
☐ Enclosed ☐ To follow

(g) Central heating

☐ Yes ☑ No
☐ Enclosed ☐ To follow

(h) Underpinning

☐ Yes ☑ No
☐ Enclosed ☐ To follow

(i) Other (please state):

☐ Yes ☑ No
☐ Enclosed ☐ To follow

5.2 Have any claims been made under any of these guarantees or warranties? If Yes, please give details:

☐ Yes ☐ No

N/A

6. Insurance

6.1 Does the seller insure the property?

☑ Yes ☐ No

6.2 If not, why not?

6.3 If the property is a flat, does the landlord insure the building? N/A

☐ Yes ☐ No

6.4 Has any buildings insurance taken out by the seller ever been:

(a) subject to an abnormal rise in premiums?

☐ Yes ☑ No

(b) subject to high excesses?

☐ Yes ☑ No

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(c) subject to unusual conditions? ☐ Yes ☑ No

(d) refused? ☐ Yes ☑ No

If Yes, please give details:

6.5 Has the seller made any buildings insurance claims? ☐ Yes ☑ No
If Yes, please give details:

7. Environmental matters

Flooding

Note: Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur. Further information about flooding can be found at: **www.gov.uk/government/organisations/department-for-environment-food-rural-affairs**. The flood risk check can be found at: **www.gov.uk/check-flood-risk.**

Read our updated Flood Risk Practice Note at **https://www.lawsociety.org.uk/support-services/advice/practice-notes/flood-risk/**

7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded? ☐ Yes ☑ No
If Yes, please state when the flooding occurred and identify the parts that flooded:

If No to question 7.1 please continue to 7.3 and do not answer 7.2 below.

7.2 What type of flooding occurred?

(a) Ground water ☐ Yes ☐ No

(b) Sewer flooding ☐ Yes ☐ No

(c) Surface water ☐ Yes ☐ No

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(d) Coastal flooding ☐ Yes ☐ No

(e) River flooding ☐ Yes ☐ No

(f) Other (please state):

7.3 Has a Flood Risk Report been prepared? If Yes, please supply a copy. ☐ Yes ☑ No ☐ Enclosed ☐ To follow

Further information about the types of flooding and Flood Risk Reports can be found at: **www.gov.uk/government/organisations/environment-agency.**

Radon

Note: Radon is a naturally occurring inert radioactive gas found in the ground. Some parts of England and Wales are more adversely affected by it than others. Remedial action is advised for properties with a test result above the 'recommended action level'. Further information about Radon can be found at: **www.gov.uk/government/organisations/public-health-england** and **www.publichealthwales.wales.nhs.uk**.

7.4 Has a Radon test been carried out on the property? ☐ Yes ☑ No

If Yes:

(a) please supply a copy of the report ☐ Enclosed ☐ To follow

(b) was the test result below the 'recommended action level'? ☐ Yes ☐ No

7.5 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property? ☐ Yes ☐ No ☑ Not known

Energy efficiency

Note: An Energy Performance Certificate (EPC) is a document that gives information about a property's energy usage. Further information about EPCs can be found at: **https://www.gov.uk/buy-sell-your-home/energy-performance-certificates**

7.6 Please supply a copy of the EPC for the property. ☑ Enclosed ☐ To follow ☐ Already supplied

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7.7 Have any installations in the property been financed under the Green Deal scheme? If Yes, please give details of all installations and supply a copy of your last electricity bill.

☐ Yes ☑ No
☐ Enclosed ☐ To follow

Further information about the Green Deal can be found at:
www.gov.uk/green-deal-energy-saving-measures

Japanese knotweed

Note: Japanese knotweed is an invasive non-native plant that can cause damage to property if left untreated. The plant consists of visible above ground growth and an invisible rhizome (root) below ground in the soil. It can take several years to control and manage through a management and treatment plan and rhizomes may remain alive below the soil even after treatment.

7.8 Is the property affected by Japanese knotweed?

☐ Yes ☑ No
☐ Not known

If Yes, please state whether there is a Japanese knotweed management and treatment plan in place and supply a copy with any insurance cover linked to the plan.

☐ Yes ☐ No
☐ Not known
☐ Enclosed ☐ To follow

8. Rights and informal arrangements

Note: Rights and arrangements may relate to access or shared use. They may also include leases of less than seven years, rights to mines and minerals, manorial rights, chancel repair and similar matters. If you are uncertain about whether a right or arrangement is covered by this question, please ask your solicitor.

8.1 Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain?
If Yes, please give details:

☐ Yes ☑ No

8.2 Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)?
If Yes, please give details:

☐ Yes ☑ No

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8.3 Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:

☐ Yes ☑ No

8.4 Does the seller know if any of the following rights benefit the property:

(a) Rights of light ☐ Yes ☑ No

(b) Rights of support from adjoining properties ☐ Yes ☑ No

(c) Customary rights (e.g. rights deriving from local traditions) ☐ Yes ☑ No

8.5 Does the seller know if any of the following arrangements affect the property:

(a) Other people's rights to mines and minerals under the land ☐ Yes ☑ No

(b) Chancel repair liability ☐ Yes ☑ No

(c) Other people's rights to take things from the land (such as timber, hay or fish) ☐ Yes ☑ No

If Yes, please give details:

8.6 Are there any other rights or arrangements affecting the property? This includes any rights of way. If Yes, please give details:

☐ Yes ☑ No

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Services crossing the property or neighbouring property

8.7 Do any drains, pipes or wires serving the property cross any neighbour's property?

☐ Yes ☑ No
☐ Not known

8.8 Do any drains, pipes or wires leading to any neighbour's property cross the property?

☐ Yes ☐ No
☑ Not known

8.9 Is there any agreement or arrangement about drains, pipes or wires?

☐ Yes ☑ No
☐ Not known

If Yes, please supply a copy or give details:

☐ Enclosed ☐ To follow

9. Parking

9.1 What are the parking arrangements at the property?

Private driveway for 4 cars

9.2 Is the property in a controlled parking zone or within a local authority parking scheme?

☐ Yes ☑ No
☐ Not known

10. Other charges

Note: If the property is leasehold, details of lease expenses such as service charges and ground rent should be set out on the separate TA7 Leasehold Information Form. If the property is freehold, there may still be charges: for example, payments to a management company or for the use of a private drainage system.

10.1 Does the seller have to pay any charges relating to the property (excluding any payments such as council tax, utility charges, etc.), for example payments to a management company? If Yes, please give details:

☐ Yes ☑ No

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11. Occupiers

11.1 Does the seller live at the property? ☑ Yes ☐ No

11.2 Does anyone else, aged 17 or over, live at the property? ☐ Yes ☑ No

If No to question 11.2, please continue to section 12 'Services' and do not answer 11.3–11.5 below.

11.3 Please give the full names of any occupiers (other than the sellers) aged 17 or over:

11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers? ☐ Yes ☐ No

11.5 Is the property being sold with vacant possession? ☐ Yes ☐ No

If Yes, have all the occupiers aged 17 or over:

(a) agreed to leave prior to completion? ☐ Yes ☐ No

(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion. ☐ Yes ☐ No ☐ Enclosed ☐ To follow

12. Services

Note: If the seller does not have a certificate requested below this can be obtained from the relevant Competent Persons Scheme. Further information about Competent Persons Schemes can be found at: **https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised**

Electricity

12.1 Has the whole or any part of the electrical installation been tested by a qualified and registered electrician? ☐ Yes ☑ No

If Yes, please state the year it was tested and provide a copy of the test certificate. ☐ Year ☐ Enclosed ☐ To follow

12.2 Has the property been rewired or had any electrical installation work carried out since 1 January 2005? ☐ Yes ☑ No ☐ Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate ☐ Enclosed ☐ To follow

(b) the installer's Building Regulations Compliance Certificate ☐ Enclosed ☐ To follow

(c) the Building Control Completion Certificate ☐ Enclosed ☐ To follow

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Central heating

12.3 Does the property have a central heating system? ☑ Yes ☐ No

If Yes:

(a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc.)? MAINS GAS

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form. NOV 1988 Date ☐ Not known ☐ Enclosed ☐ To follow

(c) Is the heating system in good working order? ☑ Yes ☐ No

(d) In what year was the heating system last serviced/ maintained? Please supply a copy of the inspection report. APRE 2001 Year ☑ Not known ☐ Enclosed ☐ To follow ☐ Not available

NEW BOILER 2015

Drainage and sewerage

Note: Further information about drainage and sewerage can be found at: **www.gov.uk/government/organisations/environment-agency**

12.4 Is the property connected to mains:

(a) foul water drainage? ☑ Yes ☐ No ☐ Not known

(b) surface water drainage? ☑ Yes ☐ No ☐ Not known

If Yes to both questions in 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.10 below.

12.5 Is sewerage for the property provided by:

(a) a septic tank? ☐ Yes ☑ No

If the property is in England and you answered Yes to question 12.5 and your septic tank discharges directly into surface water, you must do one of the following as soon as possible:

- **connect to mains sewer**
- **install a drainage field (also known as an infiltration system) so the septic tank can discharge to ground instead**
- **replace your septic tank with a small sewage treatment plant**

You must have plans in place to carry out this work within a reasonable timescale, typically 12 months.

12.5.1 When was the septic tank last replaced or upgraded? ☐ Month ☐ Year

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(b) a sewage treatment plant? ☐ Yes ☐ No

(c) cesspool? ☐ Yes ☐ No

12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties? If Yes, how many properties share the system? ☐ Yes ☐ No ☐ Properties share

12.7 When was the system last emptied? ☐ Year

12.8 If the property is served by a sewage treatment plant, when was the treatment plant last serviced? ☐ Year

12.9 When was the system installed? ☐ Year

Note: Some systems installed after 1 January 1991 require Building Regulations approval, environmental permits or registration. Further information about permits and registration can be found at: **www.gov.uk/government/organisations/environment-agency**

12.10 Is any part of the septic tank, sewage treatment plant (including any soakaway or outfall) or cesspool, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the system and how access is obtained. ☐ Yes ☐ No ☐ Enclosed ☐ To follow

Specific information about permits and general binding rules can be found at **www.gov.uk/permits-you-need-for-septic-tanks**

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13. Connection to utilities and services

Please mark the Yes or No boxes to show which of the following utilities and services are connected to the property and give details of any providers.

Mains electricity ☑ Yes ☐ No

Provider's name Scottish Power

Location of meter outside of garage wall

Mains gas ☑ Yes ☐ No

Provider's name Scottish Power

Location of meter Inside Garage

Mains water ☑ Yes ☐ No

Provider's name United Utilities

Location of stopcock Front driveway

Location of meter, if any NONE

Mains sewerage ☑ Yes ☐ No

Provider's name United Utilities

Telephone ☐ Yes ☑ No

Provider's name

Cable ☐ Yes ☑ No

Provider's name

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14. Transaction information

14.1 Is this sale dependent on the seller completing the purchase of another property on the same day?

☑ Yes ☐ No

14.2 Does the seller have any special requirements about a moving date? If Yes, please give details:

☐ Yes ☐ No

HOLIDAY 18th March 2026 for 2 weeks

14.3 Will the sale price be sufficient to repay all mortgages and charges secured on the property?

☑ Yes ☐ No ☐ No mortgage

14.4 Will the seller ensure that:

(a) all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds) and that the property will be left in a clean and tidy condition?

☑ Yes ☐ No

(b) if light fittings are removed, the fittings will be replaced with ceiling rose, flex, bulb holder and bulb?

☑ Yes ☐ No

(c) reasonable care will be taken when removing any other fittings or contents?

☑ Yes ☐ No

(d) keys to all windows and doors and details of alarm codes will be left at the property or with the estate agent?

☑ Yes ☐ No

Signed: E Horgate Dated: 28/11/25

Signed: R [illegible] Dated: 28/11/25

Each seller should sign this form.

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Law Society Fittings and Contents Form (3rd edition)

Address of the property

5 Caldbeck Close
Nelson
Lancashire

Postcode BB9 0SY

Full names of the seller

Robert Holgate & Linda Holgate

Seller's solicitor

Name of solicitor's firm

Stephen Astin at Smith-Sutcliffe Solicitors

Address

50 Manchester Road
Burnley
Lancashire
BB11 1HJ

Email

Stephen.Astin@smith-sutcliffe

Reference number

About this form

The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller.

It is important that sellers and buyers check the information in this form carefully.

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person.
- 'Buyer' means all buyers together where the property is being bought by more than one person.

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Instructions to the seller and the buyer

In each row, the seller should tick the appropriate box to show whether:

- the item is included in the sale *('Included')*;
- the item is excluded from the sale *('Excluded')*;
- there is no such item at the property *('None')*.

Where an item is excluded from the sale the seller may offer it for sale by inserting a price in the appropriate box. The buyer can then decide whether to accept the seller's offer.

A seller who inserts a price in this form is responsible for negotiating the sale of that item directly with the buyer or through their estate agent. If the seller or buyer instructs their solicitor to negotiate the sale of such an item, there may be an additional charge.

Sellers and buyers should inform their solicitors of any arrangements made about items offered for sale.

If the seller removes any fixtures, fittings or contents, the seller should be reasonably careful to ensure that any damage caused is minimised.

Unless stated otherwise, the seller will be responsible for ensuring that all rubbish is removed from the property (including from the loft, garden, outbuildings, garages and sheds), and that the property is left in a reasonably clean and tidy condition.

1 Basic fittings

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	☑	☐	☐		
Radiators/wall heaters	☑	☐	☐		
Night-storage heaters	☐	☐	☑		
Free-standing heaters	☐	☐	☑		
Gas fires (with surround)	☑	☐	☐		Gas Wall Heater in Conservatory
Electric fires (with surround)	☐	☐	☑		
Light switches	☑	☐	☐		
Roof insulation	☑	☐	☐		
Window fittings	☑	☐	☐		
Window shutters/grilles	☐	☐	☑		
Internal door fittings	☑	☐	☐		
External door fittings	☑	☐	☐		
Doorbell/chime	☑	☐	☐		

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1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	☑	☐	☐		
Burglar alarm	☑	☐	☐		
Other items (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

2 Kitchen

Note: In this section please also indicate whether the item is fitted or freestanding.

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	☑	☐	☐	☐	☐		
Extractor hood	☑	☐	☐	☐	☐		
Oven/grill	☑	☐	☐	☐	☐		
Cooker	☑	☐	☐	☐	☐		
Microwave	☑	☐	☐	☐	☐		
Refrigerator/fridge-freezer	☑	☐	☐	☐	☐		In Kitchen
Freezer	☐	☐	☐	☑	☐		In Garage
Dishwasher	☑	☐	☐	☐	☐		
Tumble-dryer	☐	☐	☐	☑	☐		
Washing machine	☐	☐	☐	☑	☐		
Other items (please specify)							
Fridge in garage	☐	☐	☐	☑			
	☐	☐	☐	☐			
	☐	☐	☐	☐			
	☐	☐	☐	☐			

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	☑	☐	☐		
Shower fitting for bath	☑	☐	☐		
Shower curtain	☐	☐	☑		
Bathroom cabinet	☑	☐	☐		
Taps	☑	☐	☐		
Separate shower and fittings	☑	☐	☐		
Towel rail	☑	☐	☐		
Soap/toothbrush holders	☑	☐	☐		In Shower
Toilet roll holders	☑	☐	☐		
Bathroom mirror	☑	☐	☐		

4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☑	☐	☐		
Living room	☑	☐	☐		
Dining room	☐	☐	☑		
Kitchen	☑	☐	☐		Tiles
Bedroom 1	☑	☐	☐		
Bedroom 2	☑	☐	☐		
Bedroom 3	☐	☐	☐		
Other rooms (please specify)					
Bedroom 4	☐	☐			
Bedroom 5	☐	☐			
	☐	☐			
	☐	☐			

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5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	☐	☐	☑		
Living room	☐	☐	☑		
Dining room	☐	☐	☑		
Kitchen	☐	☐	☑		
Bedroom 1	☑	☐	☐		
Bedroom 2	☑	☐	☐		
Bedroom 3	☐	☐	☐		
Other rooms (please specify)					
Bedroom 4	☐	☐			
Bedroom 5	☐	☐			
	☐	☐			
	☐	☐			
Curtains/blinds					
Hall, stairs and landing	☐	☐	☑		
Living room	☑	☐	☐		blinds in small windows
Dining room	☐	☐	☑		
Kitchen	☐	☐	☑		
Bedroom 1	☑	☐	☐		
Bedroom 2	☑	☐	☐		
Bedroom 3	☐	☐	☐		
Other rooms (please specify)					
Conservatory Blinds	☑	☐			
	☐	☐			
	☐	☐			
	☐	☐			

6 Light fittings

Note: If the seller removes a light fitting, it is assumed that the seller will replace the fitting with a ceiling rose, a flex, bulb holder and bulb and that they will be left in a safe condition.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☑	☐	☐		
Living room	☑	☐	☐		
Dining room	☐	☐	☑		
Kitchen	☑	☐	☐		
Bedroom 1	☑	☐	☐		
Bedroom 2	☑	☐	☐		
Bedroom 3	☐	☐	☐		
Other rooms (please specify)					
Bedroom 4	☐	☐			
Bedroom 5	☐	☐			
Garage	☑	☐			
Loft	☑	☐			

7 Fitted units

Note: Fitted units include, for example, fitted cupboards, fitted shelves, and fitted wardrobes.

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☐	☐	☑		
Living room	☐	☐	☑		
Dining room	☐	☐	☐		
Kitchen	☑	☐	☐		
Bedroom 1	☑	☐	☐		
Bedroom 2	☑	☐	☐		
Bedroom 3	☐	☐	☐		

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7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
Other rooms (please specify)					
Bedroom 4	☐	☐			
Bedroom 5	☐	☐			
	☐	☐			
	☐	☐			

8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	☐	☑	☐		
Garden ornaments	☐	☑	☐		
Trees, plants, shrubs	☑	☐	☐		we will take everything that is in pots and the pear tree in the barrel
Barbecue	☐	☐	☑		
Dustbins	☑	☐	☐		
Garden shed	☑	☐	☐		
Greenhouse	☐	☐	☑		
Outdoor heater	☑	☐	☐		chimenee on decking
Outside lights	☑	☐	☐		
Water butt	☐	☐	☑		
Clothes line	☐	☐	☑		
Rotary line	☑	☐	☐		
Other items (please specify)					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	☑	☐	☐		
Television aerial	☑	☐	☐		
Radio aerial	☐	☐	☑		
Satellite dish	☑	☐	☐		

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	☐	☐	☑		
Wood	☐	☐	☑		
Liquefied Petroleum Gas (LPG)	☐	☐	☑		

11 Other items

	Included	Excluded	Price	Comments
TV in Kitchen	☑	☐		
TV in smaller bedroom	☑	☐		
	☐	☐		
	☐	☐		

Signed: ROBERT HOLGATE Dated: 08/10/2026

Signed: LINDA HOLGATE Dated: 08/10/2026

Each seller should sign this form.

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