ADVANCED PROPERTY AUCTION

# AUCTION PACK

Land at 97 Rathmell Road Leeds LS15 0NZ

## 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 7-9 Upper Green Baildon BD17 7NL

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.

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

## Summary of Key terms and Details of the Parties

### Property Details and the Reservation Fee

**Date of Reservation** _____

**Property Address ("the Property")** _____

_____ **Postcode** _____

**Purchase Price** _____

**Reservation Fee (payable to Auctioneer)** _____

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

**Seller (the legal owner of the Property)** _____

### Buyer(s) Details

**Name(s) of the Buyer(s)** _____

**Address** _____

_____ **Postcode** _____

**Telephone Number** _____

**Mobile Telephone Number** _____

**E-mail** _____

**Date of Birth** _____

**Buyer's Solicitors Details** **Solicitor Name** _____

**Contact Name** _____ **Telephone** _____

**Address** _____

_____ **Postcode** _____

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

*Buyer 1 - please sign:*

_____

*Buyer 2 - please sign:*

_____

**Seller's Solicitors Details:** Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

_____ Postcode _____

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

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

## IT IS AGREED

### 1. Payment of Reservation Fee

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

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

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

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

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

*Buyer 1 - please sign:* _____ *Buyer 2 - please sign:* _____ *Date:* _____

*PRINT:* _____ *PRINT:* _____

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

*Signed:* _____ *PRINT:* _____ *Date:* _____

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

### 3. Buyer's Obligations

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

a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
b. To immediately instruct the Buyer's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the Seller and any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;
c. within five working days after the auction or acceptance of the offer:

i. If the Buyer(s) intends to use a loan in connection with the purchase of the Property, the Buyer(s) shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the Buyer's application as soon as possible including the payment of any application fees;
ii. If the Buyer(s) or the Buyer's mortgagee or lender requires that the Property is surveyed and/or valued, the Buyer(s) will use all reasonable endeavours to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;
iii. Keep the Auctioneer and the Seller's Solicitors advised of progress with the application for the loan.

d. Within 5 working days of receiving draft contracts from the sellers solicitor, the Buyer(s) must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the sellers solicitor. If this has not been undertaken the Seller reserves the absolute right to re-offer the Property for sale free of any obligation to the Buyer(s). In this event the Reservation Fee is deemed non-refundable.
e. The date of completion shall be specified in the contract exchanged for the purchase of the Property but such date shall be no later than the date being 28 days after the date of exchange of contracts and the Buyer(s) shall use all reasonable endeavours to complete the purchase of the Property by such date.

### 4. Termination

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

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

*Buyer 1 - please sign:*

*Buyer 2 - please sign:*

## 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:*

## 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).
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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:* _____


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**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 27 October 2026 shows the state of this title plan on 27 October 2026 at 11:18:49. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

This title is dealt with by the HM Land Registry, Nottingham Office .

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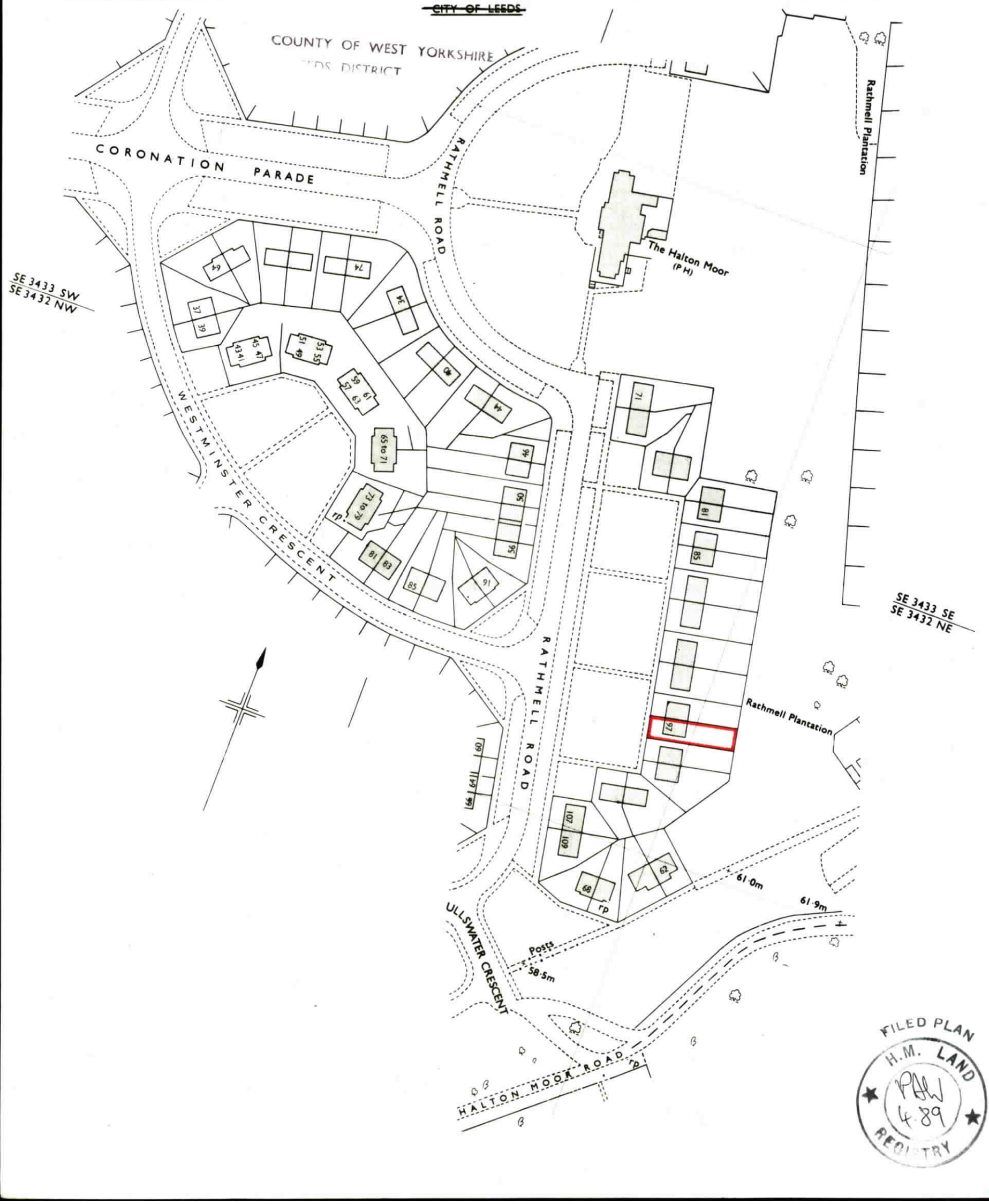
# H.M. LAND REGISTRY

| TITLE NUMBER | |
|---|---|
| WYK428075 | |

| ORDNANCE SURVEY PLAN REFERENCE | COUNTY | SHEET | NATIONAL GRID | SECTION |
|---|---|---|---|---|
| | ~~YORKSHIRE~~ | | SE 3432 | E |

Scale: 1/1250

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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.

# Official copy of register of title

Title number WYK428075 | Edition date 27.07.1999

- This official copy shows the entries on the register of title on 27 OCT 2026 at 11:18:49.
- 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 27 Oct 2026.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

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

WEST YORKSHIRE : LEEDS

1 (08.11.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 97 Rathmell Road, Halton, (LS15 0NZ).

2 The Transfer dated 24 October 1988 referred to in the Charges Register was made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to such easements as are granted and reserved in the said Deed and the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.

3 There are excluded from this registration the mines and minerals excepted by the Transfer dated 24 October 1988 referred to above.

4 The Transfer dated 24 October 1988 referred to above contains a provision as to boundary structures.

## 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 (13.07.1999) PROPRIETOR: MOHAMMED BANARAS JEE of 25 Ings Road, Heckmondwike, West Yorkshire WF16 9HZ.

## C: Charges Register

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

1 A Transfer of the land in this title dated 24 October 1988 made between (1) Leeds City Council and (2) Andrea Burns and Robert Neil Burns contains restrictive covenants.

*NOTE: Copy in Certificate.*

End of register

OneSearch Prime

SearchCode™

# Commercial Local Authority Search

## Land Charges Summary

This search reveals 1 registration(s) as described in the schedule hereto.

| | | |
|---|---|---|
| Planning Permissions<br>Sections 1.1a-1.1i | No |
| Building Regulations Approval<br>Sections 1.1j-1.1l | No |
| Planning Designations and Proposals<br>Section 1.2 | Identified |
| Roads<br>Roads, Footways, and Footpaths Maintained at Public Expense<br>Section 2.1 | Public |
| **Other Matters** | |
| Nearby Road Schemes<br>Section 3.4 | No |
| Nearby Railway Schemes<br>Section 3.5 | Identified |
| Traffic Schemes<br>Section 3.6 | No |

## About Your Search

Search Type:

**Land Charges Register & Commercial Council Search**

Property:

97
Rathmell Road
Halton
Leeds
LS15 0NZ

Local Authority:

Leeds City Council
Civic Hall, Calverley Street, Leeds, LS1 1UR.

Our Reference:
XX/5393818

Your Reference:
Searches/LS150NZ/wyk428075

Prepared by:
pbogan

Invoice Number:
E26658128

Date:
04/11/2026

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**



Certificate Number: 07234631

Certificate Number: 07234631

# Contents

This report is divided into the following colour codes for ease of interpretation:-


Search of Local Land Charges Register

Local Search Enquiries

1.1 Planning and Building Regulation Decisions and Pending Applications

1.2 Planning Designations and Proposals

2.1 Roads, Footways and Footpaths

2.2 - 2.5 Public Rights of Way

3.1 - 3.2 Land Required for Public Purposes

3.3 Drainage Matters

3.4 Nearby Road Schemes

3.5 Nearby Railways Schemes

3.6 Traffic Schemes

3.7 Outstanding Notices

3.8 Contravention of Building Regulations

3.9 Notices, Orders, Directions, and Proceedings under Planning Acts

3.10 Community Infrastructure Levy (CIL)

3.11 Conservation Areas

3.12 Compulsory Purchase

3.13 Contaminated Land

3.14 Radon Gas

3.15 Assets of Community Value


**If you require assistance in interpreting this report, call our customer services desk on 0800 052 0117 or email cs@onesearchdirect.co.uk.**

**The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch Direct Ltd.**

Certificate Number: 07234631

# Search of Local Land Charges Register

Subjects: **97, Rathmell Road, Halton, Leeds, LS15 0NZ.**
Date of Search Report: **04/11/2026**
Search Report No: **07234631**
Search Report Prepared By: **pbogan**

## Charges on Register

**04 - Miscellaneous Charges**

| Description Of Charge (including reference to appropriate statutory provision) | Originating Authority | Place Where Relevant Documents May Be Inspected | Date Of Registration |
|---|---|---|---|
| Smoke Control Order SM15324 City of Leeds - Osmondthorpe (Halton Moor) Operative Date: 01/07/1972 Clean Air Act 1993 section 18 | Leeds City Council | Civic Hall, Calverley Street, Leeds, LS1 1UR. | 21/6/1971 |

Certificate Number: 07234631

# Local Search Enquiries

Subjects: **97, Rathmell Road, Halton, Leeds, LS15 0NZ.**
Date of Search Report: **04/11/2026**
Search Report No: **07234631**
Search Report Prepared By: **pbogan**

Local Search Enquiries deal with entries which affect the subjects of search but which have not been registered as a Land Charge by the Local Authority.

Information relating to applications, consents, designations, notices, orders and other items which are disclosed in the search of the Land Charges register will not be duplicated below.

## Planning and Building Regulation Decisions and Pending Applications

**1.1. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:-** **1.1**

| | | |
|---|---|---|
| **Section 1.1 (a)** | **Planning Permissions** | **None** |
| **Section 1.1 (b)** | **Listed Building Consents** | **None** |
| **Section 1.1 (c)** | **Conservation Area Consents** | **None** |
| **Section 1.1 (d)** | **Certificate of Lawfulness of Existing Use or Development** | **None** |
| **Section 1.1 (e)** | **Certificate of Lawfulness of Proposed Use or Development** | **None** |
| **Section 1.1 (f)** | **A Certificate of Lawfulness of Proposed Works for Listed Buildings** | **None** |
| **Section 1.1 (g)** | **A Heritage Partnership Agreement** | **None** |
| **Section 1.1 (h)** | **A Listed Building Consent Order** | **None** |
| **Section 1.1 (i)** | **A Local Listed Building Consent Order** | **None** |
| **Section 1.1 (j)** | **Building Regulations Approvals** | **None** |
| **Section 1.1 (k)** | **Building Regulations Completion Certificate** | **None** |
| **Section 1.1 (l)** | **Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?** | **None** |

**Informative**
*The seller or developer should be asked to provide evidence of compliance with building regulations. This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.*

**Informative**
*The Local Authority's computerised records of planning and building control documents do not extend back before planning - 01/04/1974 - and building control - 01/01/1974 - and replies will only cover the period since that date. If earlier history is required, please contact the Planning & Building Control Department - refer to search information sheet for contact details*

**Informative**
*With regards to 1.1(k&l) please note the Local Authority may not always be aware of such works or may not reveal this information and enquiries should also be made of the seller.*

## Planning Designations and Proposals

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

| | | |
|---|---|---|
| Borough Boundary | - | - |
| Local Plans | Borough Boundary | |
| Core Strategy | Adopted | 31/01/2018 |
| Local Plans | Affordable Housing Market Zone 3 | |
| Local Plans | 500m Access to Woodland Sites | |
| Local Plans | Regeneration Priority Area | |
| Local Plans | Density Zones - Other Urban Areas | |
| Local Plans | Strategic Green Infrastructure | |
| Leeds Unitary Development Plan Review Adopted | Adopted | 19/07/2006 |
| Local Plan Policy | Borough Boundary | |
| Natural Resources and Waste | Adopted | 16/01/2013 |
| Local Plans | MSA Coal | |
| Local Plans | MSA Coal | |
| Proposal Map | Adopted | 31/01/2018 |
| Local Plans | Aerodrome Safeguarding Area | |
| Local Plans | Main and Smaller Urban Areas | |
| Local Plans | Wyke Beck Valley Policy Initiative Area | |
| Site Allocations | Adopted | 10/07/2019 |
| Local Plans | Core Strategy MAIN URBAN AREA | |
| Local Plans | Housing Market Characteristic Areas | |

**Informative**

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

## Roads

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

| (a) Highway Maintainable at Public Expense | Public |
|---|---|
| **Name** | **Status** |
| Rathmell Road, Leeds | Public |
| Service road fronting property | Public |

| (b) Subject to adoption and supported by a bond or bond waiver | No |
|---|---|

| (c) To be made up by a local authority who will reclaim the cost from the frontagers; or | No |
|---|---|

| (d) To be adopted by a local authority without reclaiming the cost from the frontagers? | No |
|---|---|

**Informative**
*Any further enquiries should be made to the Local Authority's Highways Department (refer to Search Information Sheet).*

**2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?** **No** **2.2**

**Informative**
*Please note additional public rights of way may exist other than those shown on the definitive map.*

**2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on the Register?** **No** **2.3**

**Informative**
*Please note additional public rights of way may exist other than those shown on the definitive map.*

**2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?** **No** **2.4**

**Informative**
*Please note additional public rights of way may exist other than those shown on the definitive map.*

| 2.5 If so, please attach a plan showing the approximate route | No | 2.5 |
|---|---|---|

## Other Matters

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so please refer to Search Information Sheet for contact details. Note: Matters entered onto the Local Land Charges Register, or visibly by property/site inspection, will not be referred to (where relevant) in answer to the enquiries 3.1 to 3.15 below

## Land Required for Public Purposes

| 3.1. Is the property included in land required for Public Purposes? | No | 3.1 |
|---|---|---|

## Land to be Acquired for Road Works

| 3.2. Is the property included in land to be acquired for road works? | No | 3.2 |
|---|---|---|

## Drainage Matters

| 3.3. Is the property:- | | 3.3 |
|---|---|---|
| (a)Served by a sustainable urban drainage system (SuDS)? | **Not Available** | |
| (b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance? | **Not Available** | |
| (c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge? | **Not Available** | |
| **Informative**<br>*Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.* | | |

## Nearby Road Schemes

**3.4. Is the property (or will it be) within 200 metres of any of the following?** **No** **3.4**

(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

**3.5 (a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?** **No** **3.5**

**Informative**
*Please refer to search information sheet for contact details relating to relevant rail schemes.*

**3.5 (b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?** **Yes** **3.5**

| Scheme Type | Proposal |
|---|---|
| High Speed Rail (HSR) | High Speed Rail (HSR) |
| High Speed Rail (HSR) Initial Preferred Route | High Speed Rail (HSR) Initial Preferred Route |
| Preferred Route November 2016 - HS2 | Preferred Route November 2016 - HS2 |
| Indicative Proposed HS2 Route | Indicative Proposed HS2 Route |
| Proposed Railway Stations | Proposed Railway Stations |
| Proposed Tram Train - Phase 1 | Proposed Tram Train - Phase 1 |
| Proposed Tram Train - Phase 2 | Proposed Tram Train - Phase 2 |
| Railways - Proposed Electrification | Railways - Proposed Electrification |

**Informative**
*Please refer to search information sheet for contact details relating to relevant rail schemes.*

## Traffic Schemes

| 3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property: | No | 3.6 |
|---|---|---|

(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 Transportwithout involving the local authority.*

**Informative**
*Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

**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

| 3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:- | No | 3.7 |
|---|---|---|

(a) Building Works;
(b) Environment;
(c) Health and Safety;
(d) Housing;
(e) Highways; or
(f) Public health?
(g) Flood and coastal erosion risk management

**Informative**
*Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

## Contravention of Building Regulations

| 3.8. Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations | No | 3.8 |
|---|---|---|

## Notices, Orders, Directions and Proceedings under Planning Acts

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

| | |
|---|---|
| **(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** |

**Informative**
*Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3 (a), (c), and (f-n).*

## Community Infrastructure Levy (CIL)

| 3.10 (a) Is there a CIL charging schedule? | Yes | 3.10 |
|---|---|---|

Type of development in Leeds CIL charge plus indexation
Residential* – Zone 1 £135.86
Residential* – Zone 2a £34.71
Residential* – Zone 2b £67.93
Residential* – Zone 3 £7.54
Residential* – Zone 4 (city centre) £7.54
Supermarkets** = 500 sqm in city centre £166.05
Supermarkets** = 500 sqm outside of city centre £264.18
Comparison Retail = 1,000 sqm in city centre £52.83
Comparison Retail = 1,000 sqm outside of city centre £83.02
Offices in city centre £52.83
Development by a predominantly publicly funded or not for profit organisation, including sports and leisure centres, medical or health services, community facilities, and education Zero
All other uses not cited above £7.54

| | |
|---|---|
| **(b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-** | |
| **(i) a liability notice?** | **No** |
| **(ii) a notice of chargeable development** | **No** |
| **(iii) a demand notice** | **No** |
| **(iv) a default liability notice?** | **No** |
| **(v) an assumption of liability notice?** | **No** |
| **(vi) a commencement notice?** | **No** |
| **(c) Has any demand notice been suspended?** | **No** |
| **(d) Has the Local Authority received full or part payment of any CIL liability?** | **No** |
| **(e) Has the Local Authority received any appeal against any of the above?** | **No** |
| **(f) Has a decision been taken to apply for a liability order?** | **No** |
| **(g) Has a liability order been granted?** | **No** |
| **(h) Have any other enforcement measures been taken?** | **No** |

**Informative**
*Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3.10 (b)(i), (b)(iii), (d), and (f-h).*

## Conservation Areas

| 3.11. Do the following apply in relation to the property:- | No | 3.11 |
|---|---|---|

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

| 3.12. Has any enforceable order or decision been made to compulsorily purchase or acquire the property? | No | 3.12 |
|---|---|---|

**Informative**
*Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.*

## Contaminated Land

**3.13. Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property:-** **No** **3.13**

a) **A contaminated land notice;**
b) **In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -**
   I) **A decision to make an entry; or**
   II) **An entry; or**
c) **Consultation with the owner or occupier of the property conducted under Section 78G (3) of the Environmental Protection Act 1990**

**Informative**

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

*The Environment Act 1995 introduced a contaminated land regime forming part IIA of the Environmental Protection Act 1990 which became effective in April 2000. This change saw owner/occupiers become potentially liable for clean up costs as a Class 'B' "Appropriate Person."*

*Local Authorities are now responsible for preparation of reports on contamination in their respective areas and their subsequent local strategy. Local Authorities will intermittently inspect their areas in respect of contamination and take action against those seriously contaminated areas. Registers of remediation notices and contaminated land identified under Section 78R must also be kept. These registers do not form lists of contaminated sites; rather sites where Remediation Notices have been served. It is intended that information will also be included with regard to the condition of the land in question.*

*As part of the OneSearch Local Search we will inspect the remediation register where available.*

## Radon Gas

**3.14. Do records indicate that the property is in a "Radon Affected Area" as identified by the UK Health Security Agency?** **No** **3.14**

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 the UK Health Security Agency 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 the UK Health Security Agency. 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 UK Health Security Agency Radiation Protection Services website (https://www.ukhsa-protectionservices.org.uk/radon/). Alternatively information can be requested from UKHSA on 01235 825313 or by writing to UK Health Security Agency, Chilton, Didcot, Oxon, OX11 0RQ.*

## Assets of Community Value

| 3.15. (a) Has the property been nominated as an asset of community value? If so:- | No | 3.15 |
|---|---|---|
| (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:<br>(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 | |

**Informative**

*Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiry 3.15 (a)(i).*

Certificate Number: 07234631

# Search Information Sheet

**Service Contact Details**

## Leeds City Council

Civic Hall
Calverley Street
Leeds
LS1 1UR

## Leeds City Council

Leeds City Council
Department of Planning & Environment Merrion House
110 Merrion Centre
Leeds
LS2 8SH
0113 247 8000

## 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.u

## Terms and Conditions

### The Search Company

1. This Search Report was prepared, and the search 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 registed in Scotland.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search 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 search. 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 search.

### Terms for Preparation of Search

4. This Search 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 Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The 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 us on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search 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 search are disclosed.
7. Planning applications and building regulations on the property only have been searched. The minimum search period is 10 years.

### Definition of Search Terms

8. Definition of Search Terms - Roads
   - Any road (as defined by the Highways Act 1980) or part thereof which has been taken over and is maintained by the local Roads Authority is denoted as Public.
   - Any road (as defined by the Highways Act 1980) or part thereof which has not been taken over and is not maintained by the local Roads Authority is denoted as Private.

### Legal Issues

9. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.
10. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.
11. These terms are enforceable against OneSearch not only by the seller of the property but also by the actual or potential purchaser of, or mortgage lender in respect of, the property, in their own right.

**Cancellations**

12. Wherever possible, we will cancel a request without attaching a charge. In some instances, however, we may need to recover costs which have already been incurred. Any such costs will be applied in line with the following timescales:

    - Any personal search cancelled up to one working day after the order is placed can be cancelled without charge
    - Any personal search cancelled on the expected return date, or one working day before, will attract a 100% charge
    - Any personal search cancellation request made between these times will attract a 50% charge.
    - Any ancillary report cancellation request received where no work has been carried out can be cancelled without charge. Any direct costs incurred will be passed on and charged in full.

    Should you have any questions regarding the cancellation policy please contact the Customer Services Department on 0800 052 0117.

**Queries**

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

**Liability and Insurance**

14. 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.

15. 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.

**Complaints Procedure**

16. OneSearch Direct is registered with the Property Codes Compliance Board as a subscriber to the Search Code. A key commitment under the Code is that firms will handle any complaints both speedily and fairly.

    If you want to make a complaint, we will:

    - Acknowledge your complaint within 5 working days of receipt
    - Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
    - Keep you informed by letter, telephone or e-mail, as you prefer, if we need more time
    - Provide a final response, in writing, at the latest within 40 working days of receipt
    - Liaise, at your request, with anyone acting formally on your behalf

    If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs); Tel: 01722 333306, website: www.tpos.co.uk, email: admin@tpos.co.uk.

    We will co-operate fully with the Ombudsman during an investigation and comply with his decision.

    Complaints should be sent to: cs@onesearchdirect.co.uk

    **or**

    Customer Services Manager
    OneSearch Direct
    Skypark SP1
    8 Elliot Place
    Glasgow
    G3 8EP

    Tel: 0800 052 0117

# Fact Sheet for Homebuyers



## Why do I need this search?

**Your conveyancer has requested this search to make sure there are no nasty surprises lurking within your property. It is usually a lender requirement that you obtain a local search before they will agree to release the finance you need to complete your property transaction. But what does it all mean?**

| 08 - Civil Aviation Charges | |
|---|---|
| **Description Of Charge (including reference to appropriate statutory provision)** | **Originating Authority** |
| Reference ABCXX. Aerodrome safeguard zones. Within the boundary of the Aerodrome Safeguarding Area there may be restrictions on all buildings, structures, erections and works exceeding 90 metres in height (295.3 feet) - DfT circular 2003. | North Somerset Council |

## Local Land Charges

**The Land Charges Register will highlight any restrictions on use, or financial obligations placed on the property. These are generally binding on successive owners, so it's very important that your conveyancer explains this part thoroughly to you.**

## Planning Decisions

**Have previous owners been rejected for that extension you had your eye on?Has permission been granted for those double glazed windows on your property that is within a Conservation Area ? You can find out in this section of the report.**

| 1.1. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:- | | |
|---|---|---|
| Section 1.1 (a) | Planning Permissions | None |
| Section 1.1 (b) | Listed Building Consents | None |
| Section 1.1 (c) | Conservation Area Consents | None |
| Section 1.1 (d) | Certificate of Lawfulness of Existing Use or Development | None |
| Section 1.1 (e) | Certificate of Lawfulness of Proposed Use or Development | None |

| | |
|---|---|
| Section 1.1 (f) | Building Regulations Approvals |
| Section 1.1 (g) | Building Regulations Completion Certificate |
| Section 1.1 (h) | Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme? |

## Building Regulations

**Have any works that have been carried out on property been done with appropriate consent? This section will reveal any applications made to Building Control for changes to the property. This is important as any works without appropriate consent may result in the council taking action and as the new homeowner you would be liable for remediation work.**

## Planning Designations and Proposals

**Local Plans are vital for setting out what types of development can be permitted within a local development framework. This includes housing, business, and essential infrastructure.**

| 1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan? | |
|---|---|
| North Somerset Council Local Development Framework | |
| Clevedon, Nailsea, and Portishead | Adopted |
| North Somerset Replacement Local Plan Adopted#1390 | Adopted |
| Local Plan Policy | Conservation Area |
| Local Plan Policy | Borough Boundary |
| Local Plan Policy | Forest of Avon |
| Local Plan Policy | Settlement Boundary |

| 2. Which of the roads, footways and footpaths named in the application for this search are:- | | | | |
|---|---|---|---|---|
| (a) Highway Maintainable at Public Expense | | | | |
| **Name** | **Carriageway** | **Footway** | **Footpath** | **Verge** |
| Sample Hill, Portishead | Public | Public | None | None |
| Footpath to side | None | None | Private | None |

## Roads

**If your road is not maintainable at public expense, you could be liable for its maintenance and repairs. Your conveyancer will clarify ownership and liability should the search return a "private" result.**

# Fact Sheet for Homebuyers

## Important! Please note...

**Your conveyancer will discuss with you any issues that have been flagged up in this report. If there's a section you would like more information on, please get in touch with them directly and they can advise you further.**

| 3.6 Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which abut the boundaries of the property: |
|---|
| (a) Permanent stopping up or diversion;<br>(b) Waiting or loading restrictions<br>(c) One way driving<br>(d) Prohibition of driving<br>(e) Pedestrianisation<br>(f) Vehicle width or weight restrictions<br>(g) Traffic calming works including road humps<br>(h) Residents parking controls<br>(i) Minor road widening or improvement<br>(j) Pedestrian crossings<br>(k) Cycle tracks; or<br>(l) Bridge building? |

## Roads, Railway and Traffic Schemes

**Are there any proposals to construct a new road or railway nearby? What about proposed speed bumps outside your front door? This report will search within 200m for road and railway schemes, and will detect any relevant traffic schemes.**

## Notices and Orders

**This section of the search will report on any enforcement action connected to the property, whether that be proposed, served, appealed, or withdrawn. This includes Breach of Condition Notices and Listed Building Notices.**

| 3.9. Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- | |
|---|---|
| (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 |

| 3.12. Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property:- | No |
|---|---|
| a) A contaminated land notice;<br>b) In relation to a register maintained under section 78R of the Environmental Protection Act 1990 -<br>I) A decision to make an entry; or<br>II) An entry; or<br>c) Consultation with the owner or occupier of the property conducted under Section 78G (3) of the Environmental Protection Act 1990 | |

## Contaminated Land

**If there is contaminated land at the site of your property, and if the original polluter cannot be traced, there are instances when the new owner of the land may become liable for remediation (including compensating others who are affected by it!). Your conveyancer will be able to advise you of any liability risks.**

## What does this search **NOT** include?

**Matters that are not specific to your property will not be included within this search, unless stated otherwise. Your conveyancer should also obtain other searches as required, which may include Drainage & Water, Environmental Searches and Mining Searches.**

**Please ensure you are comfortable with the content of this search before you fully commit to purchasing the property.**

**Important Consumer Protection Information**

This search has been produced by Onesearch Direct (Address: Skypark SP1, 8 Elliot Place, Glasgow G3 8EP Telephone: 0800 052 0117 Fax: 0141 572 2033 or E-mail: cs@onesearchdirect.co.uk) which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

**The Search Code:**

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

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

**The Code's core principles**
Firms which subscribe to the Search Code will:

- Display the Code logo prominently on their search reports.
- Act with integrity and carry out work with due skill, care and diligence.
- At all times maintain adequate and appropriate insurance to protect consumers.
- Conduct business in an honest, fair and professional manner.
- Handle complaints speedily and fairly.
- Ensure that all search services comply with the law, registration rules and standards.
- Monitor their compliance with the Code.

## Complaints

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

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

**TPOs Contact Details:**
The Property Ombudsman scheme
Milford House,
43-55 Milford Street,
Salisbury,
Wiltshire
SP1 2BP
Tel: 01722 333306
Fax: 01722 332296
Email: **admin@tpos.co.uk**

You can get more information about the PCCB from www.propertycodes.org.uk.

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

# Drainage and Water Search

OneSearch

Property Address

**97, Rathmell Road, Halton, Leeds, LS15 0NZ.**

## Records searched indicate

| | |
|---|---|
| **Water undertaker:** | **Yorkshire Water** |
| **Water connection:** | **See details** |
| **Water within boundary:** | **Not identified** |
| **Sewer undertaker:** | **Yorkshire Water** |
| **Sewer connection:** | **See details** |
| **Surface connection:** | **See details** |
| **Sewers within boundary:** | **Not identified** |

## Legend

| |
|---|
| **Typical response** |
| **Caution - please refer to relevant question** |
| **Needs attention** |

## Got questions?

**If you have any questions about the contents of this Drainage and Water Search, please contact our Customer Service team on 0800 052 0117 or email cs@onesearchdirect.co.uk**

Prepared by:

**Ryan Goodwin**

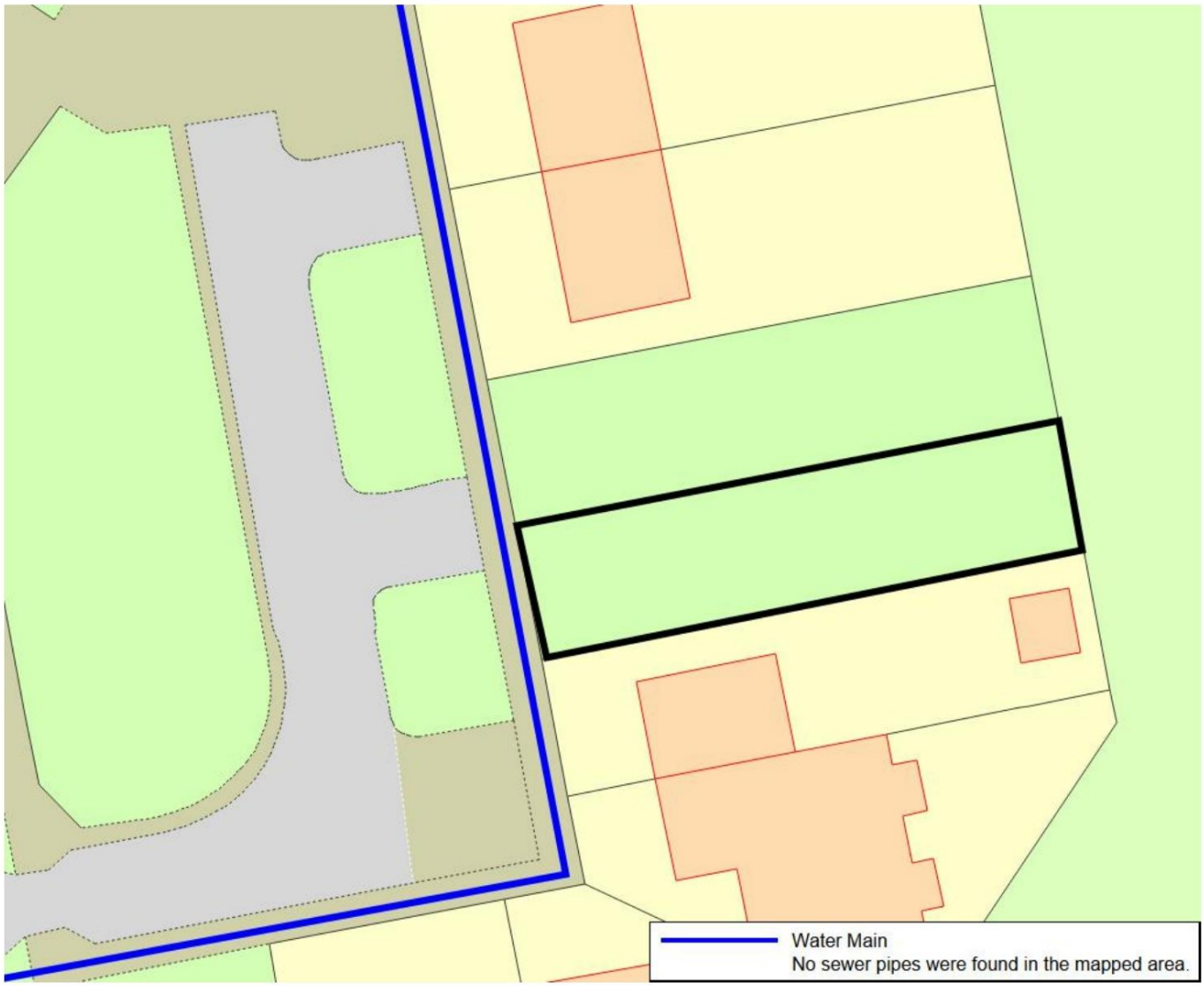
Drainage & Water Team

| Your reference: | Client reference: | Our reference: | Date prepared: |
|---|---|---|---|
| **Searches/LS150NZ/ wyk428075** | **Searches/LS150NZ/ wyk428075** | **D03713131** | **05-11-2026** |

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 | See details |
| 2.2 | Surface water connected to public sewer | See details |
| 2.3 | Surface water charges payable | Refer to vendor |
| 2.4 | Drainage assets within boundary | Not identified |
| 2.4.1 | Surface water assets within boundary | Insured |
| 2.5 | Public sewer within 100ft | None found |
| 2.5.1 | Public sewer apparatus within 50m | Insured |
| 2.6 | Adoption agreements | See details |
| 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 | See details |
| 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

See details

## 2.1 Foul water

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

### Answer

This report relates to a plot of land or a recently built property. Drainage proposals should therefore be checked with the developer.

### Important notes

This report relates to a plot of land or a recently built property. Drainage proposals should be verified directly with the developer, particularly in cases where adoption of drainage infrastructure is pending.

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.

See details

## 2.2 Surface water

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

### Answer

This report relates to a plot of land or a recently built property. Drainage proposals should therefore be checked with the developer.

### Important notes

This report relates to a plot of land or a recently built property. Drainage proposals should be verified directly with the developer, particularly in cases where adoption of drainage infrastructure is pending.

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.

Not 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 does not indicate an asset within the boundaries of the property.

### Important notes

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

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

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

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.

None found

## 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 does not show 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.

See details

## 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

This report relates to a plot of land or a recently built property. Drainage proposals should therefore be checked with the developer.

### Important notes

This report relates to a plot of land or a recently built property. Drainage proposals should be verified directly with the developer, particularly in cases where adoption of drainage infrastructure is pending.

Please note that, under the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011, the majority of private sewers subject to adoption agreements were transferred into public ownership on 1 October 2011.

As a result, there may be additional sewers present beyond those currently shown on the sewer plan.

Mapping records maintained by water companies are still being updated and may not yet reflect all transferred assets.

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

See details

## 3.1 Mains water

Is the property connected to mains water supply?

### Answer

This report relates to a plot of land or a recently built property. Drainage proposals should therefore be checked with the developer.

### Important notes

This report relates to a plot of land or a recently built property. Water proposals should be verified directly with the developer, particularly in cases where adoption of water infrastructure is pending.

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

Please refer to developer.

### 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

Yorkshire Water
Yorkshire Water Services Ltd, Western House, Halifax Road,, Bradford, BD6 2SZ.
Telephone: 0845 1 24 24 24

See Answer



## 4.1.2 Water undertaker

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

### Answer

Yorkshire Water
Yorkshire Water Services Ltd, Western House, Halifax Road,, Bradford, BD6 2SZ.
Telephone: 0845 1 24 24 24

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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    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.

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    **The Property Ombudsman**
    Tel: 01722 333306
    Email: admin@tpos.co.uk
    We will cooperate fully with the Ombudsman and comply with his decision.