



AUCTION PACK
For
31 Victoria Crescent
Horsforth
Leeds
LS18 4PT

Introduction to this pre-sale information pack

This pre-sale information pack is designed to provide information for potential purchasers of:

31 Victoria Crescent, Horsforth, Leeds, LS18 4PT.

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.

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 WYK26189

Edition date 09.04.2010

- This official copy shows the entries on the register of title on 09 SEP 2021 at 13:58:48.
- 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 09 Sep 2021.
- 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 (19.05.1975) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 31 Victoria Crescent, Horsforth, Leeds (LS18 4PT).
- 2 The land has the benefit of the following rights granted by the Conveyance dated 6 May 1924 referred to in the Charges Register:-

"TOGETHER with rights of road drainage and sewerage over the adjoining property of the Vendor as may be necessary for the due enjoyment of the hereditaments hereby conveyed."
- 3 A Conveyance of the land in this title dated 24 June 1924 made between (1) Miles Strickland Read and William Ewart Read and (2) Charles Simpson Crafter contains the following provision:-

"AND IT IS HEREBY AGREED AND DECLARED that the walls and fences separating the hereditaments hereby conveyed from the adjoining hereditaments on the East and West and the drains spouts and fallpipes now used jointly therewith are mesne or party walls fences drains spouts and fallpipes and shall at all times hereafter be repaired and maintained accordingly."

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 (09.04.2010) PROPRIETOR: MAUREEN RHODES of 31 Victoria Crescent, Horsforth, Leeds LS18 4PT and ANDREW JAMES RHODES of 21 Moseley Wood Gardens, Leeds LS16 7HS and DAVID LAWRENCE RHODES of 6a Wilmington Square, London, Greater London WC1X 0ES.
- 2 (09.04.2010) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the

B: Proprietorship Register continued

court.

- 3 (09.04.2010) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

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

- 1 A Conveyance of the land in this title and other land dated 6 May 1924 made between (1) John Leonard Micklethwait (Vendor) and (2) Miles Strickland Read and William Ewart Read contains the following covenants:-

"BUT SUBJECT NEVERTHELESS to the intents and covenants hereinafter contained

And to the intent that eighteen feet in width part of and to be taken from the North side of the plot of land hereby conveyed for the whole extent thereof together with the like quantities to be added thereto by the owner or owners for the time being of the land opposite making the said proposed new road thirty six feet wide on the North shall for ever thereafter be left open and unbuilt upon and be used as a foot horse and carriage way.

AND TO THE FURTHER INTENT that no steam engine furnace blacksmith's shop slaughter house or building for the purpose of carrying on any trade or manufacture shall be erected built used or kept upon the said plot piece or parcel of land hereby conveyed nor shall any such building be used for the sale of ale beer wine spirits or other intoxicating liquor without the consent in writing of the Vendor his heirs or assigns."

NOTE: The proposed new road referred to is Victoria Crescent.

End of register

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 09 September 2021 shows the state of this title plan on 09 September 2021 at 13:58:50. 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	
		WYK 261 89	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	YORKSHIRE		SE 2337
			SECTION
			Q
Scale: 1/1250		© Crown copyright 1971	






Personal Regulated Drainage Search



Connection Summary

	Mains Water Entries under question 2(b)	CONNECTED
	Foul Water Entries under question 1(b)	CONNECTED
	Surface Water Entries under question 1(c)	CONNECTED

Asset Location Summary

	Drainage Assets within Boundary Entries under question 1(e)	YES
	Water Assets within Boundary Entries under question 2(c)	SEE ANSWER
	Public Sewer within 100ft Entries under question 1(f)	YES

Search Details

Property Address

31 Victoria Crescent
Horsforth
LEEDS
Leeds
LS18 4PT

Catchment Area

Yorkshire Water Services Ltd
PO Box 52
Bradford
BD3 7YD

Report Reference

11994716

Customer Reference

NSNFAPA - Rhodes - 31, Victoria
Crescent

Search Date

21 September 2021

Requested By

ASAP

Search Conducted by

Jordan O'Neill

Customer Service

If you have any additional enquiries
or require further information to
assist with this transaction, please
contact our Helpdesk on

0800 977 8810

or by emailing
clientqueries@searchflow.co.uk

Website: www.searchflow.co.uk



Twitter: @searchflow



Linkedin: @SearchFlow





Understanding This Report

Data Sources

The information in this report has been obtained by diligent comparison of location plans supplied by Ordnance Survey and an inspection of the Water Company's own publicly available water and sewer asset plans.

To clarify the source of information for each section of this report, we use the following icons:



Personal Regulated Drainage Search

Sections with this logo contain data inspected from Water Company sources by a Personal Search Agent.



SearchFlow

Sections with this logo are powered by SearchFlow systems.

Smart Colour Coding

To assist you with quickly reading and interpreting this report, we use the following colour coding:



No Entries

This section has been searched but no information was returned

NO



Attention

One or more entries in this section reveal potential risk and require attention

YES



Risk Not Screened / Requires Attention

Entries revealed in this section have not been risk scored and may require attention

YES



Low Risk

Information has been returned in this section and is perceived to be low risk

YES





Drainage and Water Asset Plan

This search has been compiled based on the search area outlined below.





Drainage Enquiries and Replies

This section contains information relating to the drainage of foul water and sewerage from the property and the run off of surface water to the public sewer network. We answer these questions based on information we obtain by visually inspecting the drainage assets of the relevant supplier for this coverage area.

1

Sewerage Undertaker The supplier for this area is:-

Yorkshire Water Services Ltd

T: 0345 1 24 24 24

PO Box 52
Bradford
BD3 7YD

W: www.yorkshirewater.com

1
(a)

Is a plan showing the nearest public sewers provided?

YES

A plan showing the nearest sewers is included in this report.

1
(b)

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

YES

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



Connection status is inferred by visually inspecting the location of assets in the vicinity of the property. We recommend confirming this with the vendor.

1
(c)

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

YES

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



Connection status is inferred by visually inspecting the location of assets in the vicinity of the property. We recommend confirming this with the vendor.

1
(d)

Is any sewer serving or which is proposed to serve the property subject of a current statutory adoption agreement or an application for such an agreement?

SEE ANSWER

The property is part of an established development and is not subject to an adoption agreement. Please note the majority of private sewers and lateral drains subject to adoption agreements were transferred into public ownership from 1st October 2011 and there may therefore be additional public sewers other than those shown on the plan.



1. If the property is a new or recent development, the developer may be able to provide additional information.
2. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records.



1
(e)

Does the public sewer map show any public sewer within the boundary of the property?

YES

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

i

1. Statutory undertakers have a legal right to access properties to carry out work on assets located within the boundary of private properties. The employees or contractors of an undertaker may require access, subject to notice.
2. Historically, public sewers, disposal mains or lateral drains were not always recorded on public asset maps. It is possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. A site inspection is highly recommended prior to any development work commencing.
3. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records. Public assets running within the boundary of the property may restrict development. If there are plans to develop the property, the sewerage undertaker should be contacted and further enquiries made.

1
(f)

Does the public sewer map show any public sewer within 100 feet (approximately 30 metres) of the property?

YES

The public sewer map included indicates that there is a public sewer within 30.48 metres (100 feet) of a building within the property.

i

There may be additional lateral drains and/or public sewers in the vicinity which are not recorded on the public sewer map if they were transferred to public ownership on 1st October 2011.

1
(g)

Is there a current statutory agreement or consent to erect a building or extension on the property over or in the vicinity of a public sewer or disposal main?

NO

There is no statutory access to records in relation to any approval or consultation about plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain. Where an asset is shown within the boundary, you may wish to make additional enquiries of the relevant authority.

i

1. If an asset is shown within the boundary of the property, you may wish to make further enquiries with the relevant company.
2. If a building, extension or conservatory is erected over a sewer without appropriate permission, it may have to be removed or altered.
3. Private sewers and lateral drains subject to adoption agreements were in the main transferred to public ownership on 1st October 2011. As a result, additional public sewers other than those indicated on the public asset plan may now exist but not yet be shown if the water company has not yet updated their records.





Water Enquiries and Replies

This section contains information relating to the supply of clean water to the property, which may be provided by a different company to the drainage services. We answer these questions based on information we obtain by visually inspecting the water assets of the relevant supplier for this coverage area.

2

Water Undertaker

The supplier for this area is:-

Yorkshire Water Services Ltd

T: 0345 1 24 24 24

PO Box 52
Bradford
BD3 7YD

W: www.yorkshirewater.com

2

(a)

Is a plan showing the nearest water assets provided?

YES

A plan showing any relevant water assets in the vicinity is included in this report.

2

(b)

Is the property connected to the mains water supply?

YES

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

2

(c)

Does the map of waterworks show any vested water mains or assets within the boundary of the property?

SEE ANSWER

Any vested water assets we are aware of will be shown on the enclosed plan.



1. If an asset is shown within the boundary of the property, you may wish to make further enquiries with the relevant company.
2. If a building, extension or conservatory is erected over a water asset without appropriate permission, it may have to be removed or altered.

Billing Information

A drainage and water search would usually establish if a property is being billed for the provision of services, and if so, whether or not the property has a water meter installed. The Water Companies of England & Wales do not make this information available for public inspection, and as such it cannot usually be answered in the scope of a personal search report. The informative below suggests how the status of billing at the property can be confirmed prior to completion.

3

Charging Basis

What is the basis for charging for water supply and sewerage at this property?

SEE NOTE



Please refer to vendor or pre-contract documents such as a recent water bill to confirm the billing status of the property.





Setting a New Standard in Personal Searching

This search was produced for SearchFlow Limited by OneSearch Direct Limited, which is registered with the Property Codes Compliance Board.

In a marketplace driven by a need for speed and cost efficiency, Personal Regulated Drainage Searches have long provided a fast and effective alternative to the traditional CON29DW report.

In 2004, Richards Gray became one of the first personal search companies to provide a 'Private' drainage and water search. The appetite for the product was quickly proven, growing from a zero start to £2M revenue in its first year. Personal searches continue to grow year on year, and as a regulated product have been firmly established in credibility, with lender acceptance at an all-time high.



Richards Gray became part of SearchFlow in 2008, In 2016, we adopted the SearchFlow brand as part of the redevelopment of our drainage and water product. SearchFlow have set a new standard in data-driven reporting, adding intelligent risk highlighting and ease of use features that aid compliance while making the report more user friendly.

How This Search Was Compiled

This report highlights sections powered by datasets held within our group of companies. Those elements that were personal searched at the water company are indicated with the PSA icon, and the records were inspected and quality assured by **Jordan O'Neill**.

Customer Care

If you have any queries arising from the content of this report, please contact our dedicated Helpdesk using the contact details on the Useful Contacts page.



Please see below the contact details for those authorities, agencies, organisations or data providers referred to within this report.

For all other queries please contact:

SearchFlow Ltd
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

If you require assistance please
contact our dedicated Helpdesk
team on:

0800 977 8810

or by emailing

clientqueries@searchflow.co.uk

Contact	Name	Address	Contact Details
1	Yorkshire Water Services Ltd	PO Box 52 Bradford BD3 7YD	T: 0345 1 24 24 24 E: W: www.yorkshirewater.com
2	Yorkshire Water Services Ltd	PO Box 52 Bradford BD3 7YD	T: 0345 1 24 24 24 E: W: www.yorkshirewater.com

Complaints Procedure

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- Keep you informed by letter, telephone or email, as you prefer, if 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 or on your behalf.

Complaints should be sent to:

SearchFlow Ltd, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ.
Tel: 0800 977 8810
Email: clientqueries@searchflow.co.uk

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) as detailed on the next page. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.



Important Consumer Protection Information

OneSearch Direct Limited have prepared this report, on behalf of Searchflow Limited. For further details, please refer to the Terms and Conditions.

OneSearch Direct Limited 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 Search Code logo prominently on their search reports
- Act with integrity and carry out work with due skill, care and diligence
- At all times maintain adequate and appropriate insurance to protect consumers
- Conduct business in an honest, fair and professional manner
- Handle complaints speedily and fairly
- Ensure that products and services comply with industry registration rules and standards and relevant laws
- 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 compensation of up to £5,000 to you if he finds that you have suffered actual loss 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
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





PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)

ISSUED BY
STEWART TITLE LIMITED

stewart title[®]

POLICY SUMMARY

keyfacts

POLICY TYPE

Personal Search (DW Errors and Omissions and Missing Answers)

THE INSURER

Stewart Title Limited

POLICY TERM

In Perpetuity from the Policy Date

INSURER'S ADDRESS

6 Henrietta Street, London, WC2E 8PS

TO THE POLICYHOLDER

We assume the need to purchase this policy has resulted from legal advice provided to you. You should read this summary in conjunction with the full policy wording to ensure you are fully aware of the terms and conditions of the cover.

TO THE INTERMEDIARY

We recommend this document is provided to the Insured before the conclusion of the insurance contact.

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

Full details of conditions and exclusions are detailed in the policy, but we would draw your attention to the following:

You, or anyone acting on your behalf, must not:

- disclose the existence of this policy to any third party other than prospective purchasers, lenders, lessees and their legal advisers without our prior written consent
- take or fail to take action which results in a Claim as this may prejudice your position and void the policy
- take any steps to settle a Claim without our prior written consent.

UPDATING THE COVER

Requests to increase or extend cover can be considered. We are not permitted to provide advice or recommend how you proceed as you will need to make your own choice about this, with guidance from your intermediary.

RIGHTS TO CANCEL POLICY

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

HOW TO CLAIM

Please write (quoting your policy number) to 'The Claims Counsel' at the Insurer's Address or by e mail to ukclaims@stewart.com. You must provide details to us of any potential Claim without delay, please read the full Claims conditions within the policy.

COMPLAINTS

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

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

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

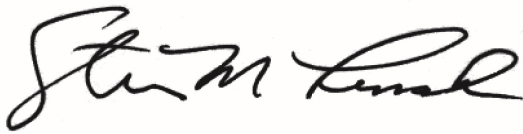
Further information about compensation scheme arrangements is available from the FSCS who can be contacted at Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. The FSCS website may be viewed at www.fscs.org.uk.

BASIS OF COVER

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

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

Signed for and on behalf of Stewart Title Limited

A handwritten signature in black ink, appearing to read 'Steven Lessack', is written over a light beige rectangular background.

Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER 160482	PROPERTY Each property which is noted on the bordereau
POLICY DATE As referred to on the bordereau per Property	LIMIT OF INDEMNITY See Additional Policy Clause(s) section below
POLICY TERM In Perpetuity from the Policy Date	PREMIUM See Additional Policy Clause(s) section below

THE INSURED

The party purchasing the Property at the Policy Date and any bank, building society or other similar lending institution holding a mortgage or charge on the Property('the Lender') whether as a result of the purchase or as the result of the owner of the Property remortgaging it to the Lender

THE INSURER

STEWART TITLE LIMITED - (Company Reg 2770166), 6 Henrietta Street, Covent Garden, London, WC2E 8PS

THE DEFECT

The Insured has been provided with a Regulated Drainage and Water Search ('the Search') by the Organisation which may contain an Adverse Entry which materially affects the market value of the Property.

INSURED USE

Continued use of the Property for residential or commercial uses as in existence at the Policy Date

EXCLUSION(S)

Any Claim arising from or relating to:

- (i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date
- (iii) consequential loss
- (iv) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990)
- (v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

Adverse Entry - Any matter or matters which would have been disclosed in the Search and which were in existence on or before the Policy Date

which adversely affect the market value of the Property but which were not disclosed in the Search due to:-

- (i) the absence in the Search of answers to questions 2.5.1, 2.8,2.9,3.4 and 4.5 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- (iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1,2.2,2.4.1 and 3.1.where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - One Search Direct

Regulated Search - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property in response to which the Organisation in accordance with the Council of Property Search Organisations' search code has undertaken enquiries and provided a report upon which the Insured relies.

LIMIT OF INDEMNITY
(Up to £ per Property)
£ 2,000,000.00

PREMIUM
(£ inclusive of I.P.T)
£1.15

MEMORANDUM OF ENDORSEMENT For Seller Cover

Definitions:

The definitions referred to below shall be read as being in addition to those given or where repeated for the purpose of the cover provided to the seller under the Policy as an alternative to those in the Policy.

Seller: The Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

Buyer: The person(s), corporate or incorporate body, named as Buyer in the exchanged contract for the purchase of the Property on whose behalf a Regulated Search has been undertaken or who relies upon a Regulated Search carried out on behalf of the seller of the Property by the Organisation and who has subsequently purchased the Property following receipt of the Regulated Search.

Completion Date: The date upon which the sale of the Property to the Buyer completed.

Offer Price: The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the completion Date (ii) the highest valuation of the Property obtained by the Seller from and estate agent prior to marketing the property with the estate agent.

Sale Price: The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Seller Cover

The cover under this Policy will be extended to provide the additional cover referred to below namely that:-

The Seller shall have cover starting on the Completion Date for the matters referred to in sub paragraph (ii) under the definition of Adverse Entry in this policy by revealing an Adverse Entry which should not have been revealed ('the Error') and which is the sole and direct cause of the Buyer renegotiating the Offer Price of the Property to the Sale Price and as a result of which renegotiation the Seller has suffered loss.

Exclusions

The Company shall be not liable to indemnify the Seller for any Error:

- (i) not disclosed in the Search
- (ii) in respect of any matter of which the Seller or his legal representative had Knowledge as at the date that contracts are exchanged with the Buyer for the purchase of the Property.
- (iii) Any Adverse Entry which arises after the Effective Date
- (iv) The cover for the Seller shall not apply where the transaction is a remortgage or the Property is used for commercial purposes

Conditions

All conditions referred to in the Policy shall apply

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

COVER

In the event there is an Adverse Entry affecting the Property on the Policy Date directly arising from the Search which materially affects the market value of the Property as detailed in the Defect ("Claim") the Insurer will indemnify the Insured against:

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

GENERAL PROVISIONS

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

NON INVALIDATION

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

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

IMPORTANT CONDITIONS

In respect of each Property:-

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

- b. amend the terms of this insurance, and apply the amended terms as if they were already in place, if a claim has been adversely affected by the Insured's carelessness;
 - c. reduce the amount the Insurer will pay on a claim in the proportion the premium the Insured has paid bears to the premium the Insurer would have charged for the policy; or
 - d. take a similar proportionate action.
The Insurer, or anyone acting on the Insurer's behalf, will write to the Insured if the Insurer intends to treat this policy as if it had never existed, or amend the terms of the policy.
- d. If the Insured becomes aware that the information given to the Insurer is inaccurate, the Insured must inform the Insurer as soon as practicable.
- e. The Insured (or anyone acting on the Insured's behalf) shall not at any time disclose the existence of this policy to any third party other than bona fide prospective purchasers, their lenders, lessees and respective legal advisers without the Insurers written consent
- f. The Insured shall not discuss the Defect with any party without the Insurer's written consent, who, it is reasonable to believe can as a result of the discussion make a Claim.
- g. A bordereau is provided to the Insurer by the Policyholder in Excel format setting out the address of the Property, the Limit of Indemnity (being the purchase price of the Property) and the Policy Date (being the date of exchange of contracts for the purchase of the Property by the Insured) and that the bordereau is sent to the Insurer at the Insurer's Address within 14 days of the month end following the Policy Date and payment for all properties listed on the bordereau paid either by cheque payable to Stewart Title Limited or by BACS to HSBC Bank Plc, 60 Queen Victoria Street, London EC4N 4TR Account Name: Stewart Title Premium Collection Account, Sort Code 40-05-30, Account Number: 94573269 Reference: 160482

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

COMPLAINTS PROCEDURE

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

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

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

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

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

RIGHT TO CANCEL POLICY

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

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

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

CLAIMS CONDITIONS

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

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

The Insured will not make any

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

DEALING WITH THE CLAIM

- a. In dealing with the Claim the Insurer will at its discretion and cost be entitled to (whether or not the Insurer is liable under this policy):-
 - i. take or defend proceedings in any court or tribunal in the name of the Insured in any proceedings including the right to abandon or submit to judgment

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

Stewart Title Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales No: 2770166. Registered office address: 6 Henrietta Street, London, UK, WC2E 8PS.

Personal Regulated Drainage Search

Terms and Conditions

The Search Company

1. This Search Report was prepared by:
OneSearch Direct Limited
6th Floor Skypark 1
8 Elliot Place
Glasgow
G3 8EP

Company Number: SC230285

(Referred to as "OneSearch").

On behalf of:

Searchflow Limited
5-7 Abbey Court Eagle Way
Sowton Industrial Estate
Exeter
Devon
EX2 7HY

Company Number: 04084804

Customer Services:

(0)800 977 8810
clientqueries@searchflow.co.uk

(Referred to as "Searchflow").

2. OneSearch and Searchflow 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 it has with individuals involved in the sale of the property as identified when the Search Report is ordered. OneSearch cannot accept liability for failing to disclose a relationship when a person's involvement in the transaction is not declared at the outset.

Terms for Preparation of Search

3. 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.

4. The necessary searches to prepare this report were completed on the date of issue as specified on the coversheet.

Legal Issues

5. The Search Report has been prepared with reasonable care and skill by staff trained and employed by OneSearch.

6. 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.

7. These terms are enforceable against OneSearch not only by the seller of the property but also by the purchaser of, or mortgage lender in respect of, the property, in their own right.

8. Any questions 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 Searchflow should be submitted in the first instance to Customer Services as set out in paragraph 1. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

9. This search is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions of local authority and water company data/ records which are used to compile our search reports. The search further benefits from 6 years run-off cover.

10. 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.

11. The content of this report is partly derived from third party sources. In respect of risk assessments and professional opinions, we do not warrant the accuracy or completeness of any information or content provided, unless we should reasonably have been alerted to any omission, error or inaccuracy in the content. Such content is provided specifically from the sources as described by Searchflow and we do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a service which resulted from a reasonable interpretation of the Content.

Complaints Procedure

12. Searchflow 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 make a complaint, we will:

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

Complaints should be addressed to Customer Services as set out in paragraph 1, either by letter, email, or telephone. If you are not satisfied with our final response, you may refer the complaint to **The Property**

Ombudsman scheme:

Tel 01722 333306

Email admin@tpos.co.uk

We will cooperate fully with the Ombudsman during any investigation and comply with their decision.

Personal Regulated Search



Local Land Charge Highlights

LLC1 PART 3	Planning Charges Entries registered under Part 3 Planning Charges	1 IDENTIFIED
LLC1 OTHERS	Local Land Charges Entries registered under all other Parts	1 IDENTIFIED

Planning & Building Regulation Highlights

	Planning Permissions Entries under question 1.1(a)	1 IDENTIFIED
	Building Regulations Entries under questions 1.1(j,k,l)	3 IDENTIFIED
	Other Planning Matters Entries under questions 1.1(b,c,d,e,f,g,h,i)	NONE IDENTIFIED
	Local Development Framework Entries under question 1.2	22 IDENTIFIED

Road, Railway & Highways Highlights

	Road Status Entries under question 2.1(a)	ADOPTED
	Adoptions / Made Up Entries under questions 2.1(b,c,d)	NONE IDENTIFIED
	Road, Railway & Traffic Schemes Entries under questions 3.4-3.6	IDENTIFIED

Other Highlights

	Land Acquisition Entries under questions 3.1-3.2	NONE IDENTIFIED
	Other Matters Entries under questions 3.7-3.13 & 3.15	IDENTIFIED
	Radon Gas Entries under question 3.14	MEDIUM

Search Details

Property Address
31 , Victoria Crescent
Leeds
LS18 4PT

Local Authority
Leeds City Council

Report Reference
11994716

Customer Reference
NSNFAPA - Rhodes - 31, Victoria
Crescent

Search Date
28 September 2021

Requested By
ASAP

Search Conducted by

Susan Watson

Customer Service

If you have any additional enquiries or require further information to assist with this transaction, please contact our Helpdesk on
0800 977 8810
or by emailing
clientqueries@searchflow.co.uk

Website: www.searchflow.co.uk



Twitter: @searchflow



Linkedin: @SearchFlow





Understanding This Report

Data Sources

The information in this report has been obtained by either the ordering of CON29 data or by personal inspection of the publicly available data held on the Local Land Charges Register, the Planning Register, Building Control Records, Environmental Health Records, Contaminated Land Registers, the Local or Unitary Development Plans, the Register of Adopted Highways, the councils Transport & Policies Programme, UK Radon Map, the Local and/or County Council websites and the Highways Agency website. Some data is drawn from licensed proprietary datasets as indicated.

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.

To clarify the source of information for each section of this report, we use the following icons:



Personal Regulated Search

Sections with this logo contain data inspected from council sources by a personal search agent.



SearchFlow

Sections with this logo are automated or otherwise powered by SearchFlow systems.

Smart Colour Coding

To assist you with quickly reading and interpreting this report, we use the following colours to show where relevant data has been revealed. Risk highlighting (Red and Green) is currently only applied to Roads and Radon questions.



No Entries

When greyed out, this section has been searched but no relevant information was returned

NONE IDENTIFIED



Attention

One or more entries in this section reveal potential risk and require attention

IDENTIFIED



Entries Revealed

Our search has revealed entries in this section – the data returned has not been risk scored

IDENTIFIED



Low Risk

Information has been returned in this section and is perceived to be low risk

LOW

Next Steps

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.

If you wish to obtain copies of any documents you should submit a written application to the council offices located at:

Leeds City Council
Civic Hall
Calverley Street
Leeds
LS1 1UR

Contact details for other data providers and useful sources of information are given later in this report.





Location Plan

This search has been compiled based on the search area outlined below.



31, Victoria Crescent, Horsforth, LEEDS, LS18 4PT



Main property Extent



Secondary property Extent

0 48m

Property coordinates: 423510,437033



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LLC1

Local Land Charges

2 IDENTIFIED

The Local Land Charges Register records entries against the property made by statute, or any charge that prohibits or restricts use on the parcel of land securing payment. Local Land Charges are binding on successive owners of the property. They can have a material effect on its future use and amenity, as well as laying a financial burden.

PART 1

General Financial Charges

Land Charge entries registered under Part 1 General Financial Charges.

NONE IDENTIFIED
PART 2

Specific Financial Charges

Land Charge entries registered under Part 2 Specific Financial Charges.

NONE IDENTIFIED
PART 3

Planning Charges

Land Charge entries registered under Part 3 Planning Charges.

1 IDENTIFIED

	Registration Date	Reference No.	Type
	Details		
	Datasource		
	20/10/1978		Planning Charge
1	Application Number: H27/280/78/ Full Planning Application Decision dated 02/10/1978 Alterations and extension, to form enlarged detached garage, to rear of semi-detached house. TLC Reference: AP601062.		

PART 4

Miscellaneous Charges

Land Charge entries registered under Part 4 Miscellaneous Charges.

1 IDENTIFIED

	Registration Date	Reference No.	Type
	Details		
	Datasource		
	04/01/1982		Smoke Control Order
1	Smoke Control Order No: E2 City of Leeds - (Metropolitan District) (Horsforth) Consolidation Smoke Control Order 1977 Issued on 01/10/1979 Clean Air Act 1956 Section 11. Reference: 36627 TLC Reference: SM15434.		

PART 5

Fenland Ways Maintenance Charges

Land Charge entries registered under Part 5 Fenland Ways Maintenance Charges.

NONE IDENTIFIED
PART 6

Land Compensation Charges

Land Charge entries registered under Part 6 Land Compensation Charges.

NONE IDENTIFIED


PART 7	New Towns Charges Land Charge entries registered under Part 7 New Towns Charges.	NONE IDENTIFIED
PART 8	Civil Aviation Charges Land Charge entries registered under Part 8 Civil Aviation Charges.	NONE IDENTIFIED
PART 9	Opencast Coal Charges Land Charge entries registered under Part 9 Opencast Coal Charges.	NONE IDENTIFIED
PART 10	Listed Building Charges Land Charge entries registered under Part 10 Listed Building Charges.	NONE IDENTIFIED
PART 11	Light Obstruction Charges Land Charge entries registered under Part 11 Light Obstruction Charges.	NONE IDENTIFIED
PART 12	Drainage Scheme Charges Land Charge entries registered under Part 12 Drainage Scheme Charges.	NONE IDENTIFIED

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:-

4 IDENTIFIED

This section of the report reveals any matters recorded by the Planning and Building Control Departments, as well as any other matters that permit or restrict development on site. Here, you will find items such as the planning history of the property, along with any building regulation entries made following work completed on site.

NB. Copy documents are available by written application to the Building Control Department/Planning Department.

**1.1
(a)**

Planning Permissions

1 IDENTIFIED

Type	Reference No.	Decision Date	Decision
Details			Link
Planning Permissions	H27/280/78/	02/10/1978	Approved
1 Alterations and extension, to form enlarged detached garage, to rear of semi-detached house.			Not available

Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**1.1
(b)**

Listed Building Consents

NONE IDENTIFIED


Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**1.1
(c)**

Conservation Area Consents

NONE IDENTIFIED


Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

**1.1
(d)**

Certificate of Lawfulness of Existing Use or Development

NONE IDENTIFIED
**1.1
(e)**

Certificate of Lawfulness of Proposed Use or Development

NONE IDENTIFIED
**1.1
(f)**

Certificate of Lawfulness of Proposed Work for Listed Buildings

NONE IDENTIFIED
**1.1
(g)**

Heritage Partnership Agreements

NONE IDENTIFIED
**1.1
(h)**

Listed Building Consent Orders

NONE IDENTIFIED
**1.1
(i)**

Local Listed Building Consent Orders

NONE IDENTIFIED
**1.1
(j)**

Building Regulation Approvals

3 IDENTIFIED

Type	Reference No.	Date	Decision
Details			Link
Building Notice	H9-27/280/78/REG	27/09/1978	Approved
1 Alterations and extension, to form enlarged detached garage, to rear of semi-detached house.			Not available





	Type	Reference No.	Date	Decision
	Details			Link
2	Building Notice	H9-27/61/77/REG	04/04/1977	Approved
	Addition of conservatory to rear of semi detached house.			Not available
3	Building Notice	04/06896/CAV	Not Available	No Decision Available
	Cavity Wall Insulation			Not available

1.1
(k)

Building Regulation Completion Certificates

NONE IDENTIFIED

1.1
(l)

Any building regulations certificate or notice issued in respect of work carried out under a competent person scheme?

NONE IDENTIFIED



Where an entry has been revealed under questions 1.1j 1.1k or 1.1l, you should ask the vendor or developer of the property to confirm that building regulations have been complied with.



1.2

Local Plan / Local Development Framework

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?

22 IDENTIFIED

The Local Development Plan or Local Development Framework sets out the Local Authority's planning policies for the area, and is important when considering planning applications. They show spatially a strategic plan for development in the area, and help ensure that government policy is being met on sustainable development, housing supply and protection of valuable open spaces.



Local Plan records relating to Road Schemes, Railway Schemes and Traffic Schemes will be listed in sections 3.4, 3.5 and 3.6 respectively.

Core Strategy (Adopted)			
Dated 12/11/2014			
	Class	Details	Relating To
1	Housing	Affordable Housing Market Zone 1	Immediate site
2	Economy	Employment Shortfall Area	Immediate site
3	Housing	Density Zones - Other Urban Areas	Immediate site
4	Boundaries	500m Access to Woodland Sites	Immediate site
Proposal Map (Adopted)			
Dated 31/01/2018			
	Class	Details	Relating To
1	Boundaries	Main and Smaller Urban Areas	Immediate site
2	Other	Aerodrome Safeguarding Area	Immediate site
Site Allocations (Adopted)			
Dated 10/07/2019			
	Class	Details	Relating To
1	Boundaries	Core Strategy MAIN URBAN AREA	Immediate site
2	Housing	Housing Market Characteristic Areas	Immediate site
Leeds Unitary Development Plan Review (Adopted)			
Dated 19/07/2006			
	Class	Details	Relating To
1	Boundaries	Main and Smaller Urban Areas	Immediate site
2	Other	Aerodrome Safeguarding Area	Immediate site

Additional Information



Below we have added Local Plan records that do not relate to the immediate site, but apply within 200m.

Core Strategy (Adopted)			
Dated 12/11/2014			
	Class	Details	Relating To
1	Housing	Density Zones - Fringe Urban Areas	Within 200m of site



Proposal Map (Adopted) Dated 31/01/2018			
	Class	Details	Relating To
1	Open Environment	Urban Green Corridor	Within 200m of site
2	Open Environment	Green Space	Within 200m of site
3	Community and Social Facilities	Protected Playing Pitch	Within 200m of site
Natural Resources and Waste (Adopted) Dated 16/01/2013			
	Class	Details	Relating To
1	Resources and Waste	MSA Coal	Within 200m of site
Site Allocations (Adopted) Dated 10/07/2019			
	Class	Details	Relating To
1	Open Environment	Green Belt	Within 200m of site
2	Open Environment	Green Space	Within 200m of site
Leeds Unitary Development Plan Review (Adopted) Dated 19/07/2006			
	Class	Details	Relating To
1	Heritage Environment	Conservation Area	Within 200m of site
2	Open Environment	Green Space	Within 200m of site
3	Community and Social Facilities	Protected Playing Pitch	Within 200m of site
4	Open Environment	Green Belt	Within 200m of site
5	Open Environment	Urban Green Corridor	Within 200m of site

2

Roads, Footways and Footpaths

Which of the roads, footways and footpaths named in the application for this search are:-

ADOPTED

This section of the report deals with the adoption of roads, footways and footpaths, and includes information held by either the Local Authority or County Council. Where a road, footway or footpath is listed as Adopted, it will be maintained by the relevant authority. The circumstances or conditions for any other listing, such as Private or Section 38, should be confirmed either with the property vendor or developer prior to purchase, or you may wish to consider conducting a further Highways Search. This section also contains details of Public Rights of Way as shown on the definitive map

2.1

Victoria Crescent

ADOPTED

2.1(a) Status	2.1(b) Subject to adoption
2.1(c) To be made up by local authority	2.1(d) To be adopted by local authority
ADOPTED	No
No	No

2.2

Public Rights of Way

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

NONE IDENTIFIED
2.3

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

NONE IDENTIFIED
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?

NONE IDENTIFIED
2.5

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

NOT APPLICABLE




Land Acquisition

Where the Local Authority has indicated that the land is required for public purposes or for road works, it will be indicated here. If the land is to be compulsory purchased, this will be revealed elsewhere in the report under the relevant headings.

3.1

Land required for Public Purposes

Is the property included in land required for public purposes?

NONE IDENTIFIED

3.2

Land to be acquired for Road Works

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

NONE IDENTIFIED

Drainage Matters

SuDS, or sustainable urban drainage systems, are a sequence of water management practices and facilities designed to drain surface water in a manner that will provide a more sustainable approach than what has been the conventional practice of routing run-off through a pipe to a watercourse. Where the council hold relevant information, it will be revealed in this section.

3.3

Drainage Matters

NONE IDENTIFIED

3.3

(a)

Is the property served by a sustainable urban drainage system (SuDS)?

NONE IDENTIFIED

3.3

(b)

Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?

NONE IDENTIFIED

3.3

(c)

If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

NONE IDENTIFIED



Questions previously answered in Section 3.3 are no longer answered in a Local Authority search. This information will be revealed in a Drainage and Water Search.



Road Schemes

3.4	Road Schemes Is the property (or will it be) within 200 metres of any of the following:-	NONE IDENTIFIED
------------	--	-----------------

When the relevant authority has made plans or proposals to amend or construct new roads in the vicinity of the property, the relevant schemes will be highlighted in this section.

3.4 (a)	The centre line of a new trunk road or special road specified in an order, draft order or scheme;	NONE IDENTIFIED
----------------	---	-----------------

3.4 (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;	NONE IDENTIFIED
----------------	--	-----------------

3.4 (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;	NONE IDENTIFIED
----------------	--	-----------------

3.4 (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;	NONE IDENTIFIED
----------------	--	-----------------

3.4 (e)	Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail ?	NONE IDENTIFIED
----------------	--	-----------------

3.4 (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?	NONE IDENTIFIED
----------------	---	-----------------

Railway Schemes

3.5	Railway Schemes	IDENTIFIED
------------	------------------------	------------

When there are plans or proposals to amend or construct new railway, tramway or similar rail schemes in the vicinity of the property, the relevant items will be highlighted in this section. Please note this section is limited to a 200m radius. If you are concerned about larger schemes passing through the area, such as HS2, we recommend conducting an Energy and Infrastructure Report.

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 ?	NONE IDENTIFIED
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Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.



3.5 (b)	Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?	IDENTIFIED
1	Details	
	Datasource	
	Scheme Type Proposal	
	Leeds Supertram Proposed Line (and Station) Supertram Proposed Line (and station)	
	Supertram Proposed Line (and Station). Supertram Proposed Line (and Station)	
	HS2 Phase 2 - preferred route November 2016 HS2 Phase 2 - West Midlands to Leeds and Manchester - preferred route November 2016	
	High Speed Rail (HSR) High Speed Rail (HSR)	
	High Speed Rail (HSR) Initial Preferred Route High Speed Rail (HSR) Initial Preferred Route	
	Indicative Proposed HS2 Route Indicative Proposed HS2 Route	
	N/A	

Traffic Schemes

3.6	Traffic Schemes Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property :-	NONE IDENTIFIED
When the relevant authority proposes localised traffic schemes affecting roads, footways and footpaths abutting the property (such as pedestrianisation or traffic calming measures) but hasn't yet implemented them, the relevant matters will be highlighted in this section. The effect of these schemes can include an impact on access to the property (such as one way driving), introduce new parking restrictions, or even prevent certain types of vehicles from using the road.		
3.6 (a)	Permanent Stopping Up or Diversion	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (b)	Waiting or Loading Restrictions	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (c)	One Way Driving	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (d)	Prohibition of Driving	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (e)	Pedestrianisation	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (f)	Vehicle Width or Weight Restrictions	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (g)	Traffic Calming Works including Road Humps	NONE IDENTIFIED

i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.



3.6 (h)	Residents Parking Controls	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (i)	Minor Road Widening or Improvement	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (j)	Pedestrian Crossings	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (k)	Cycle Tracks	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		
3.6 (l)	Bridge Building?	NONE IDENTIFIED
i Any entries revealed under Q1.2 Planning Designations and Proposals will not be duplicated in this section.		



Outstanding Notices

3.7

Outstanding Notices

Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this Schedule:-

NONE IDENTIFIED

If the Local Authority has served any other statutory notices that haven't been revealed under other headings of this report, they will typically be noted as entries in this section.

3.7

(a)

Building Works

NONE IDENTIFIED

3.7

(b)

Environment

NONE IDENTIFIED

3.7

(c)

Health and Safety

NONE IDENTIFIED

3.7

(d)

Housing

NONE IDENTIFIED

3.7

(e)

Highways

NONE IDENTIFIED

3.7

(f)

Public Health

NONE IDENTIFIED

3.7

(g)

Flood and Coastal Erosion Risk Management?

NONE IDENTIFIED

Contravention of Building Regulations

3.8

Contravention of Building Regulations

Has a local authority authorised in relation to the property any proceedings for:-

NONE IDENTIFIED

If the Local Authority has authorised proceedings in relation to the contravention of Building Regulations at the property, the matter will be noted here.

3.8

The contravention of any provision
contained in building regulations

NONE IDENTIFIED





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:-

NONE IDENTIFIED

This section covers other matters that Planning Departments typically deal with, including (but not limited to) enforcement notices, stop notices, listed building repairs and building preservation orders. Entries revealed in this section of the report may impact on the intended use and amenity of the property, and can restrict or prevent certain types of work being done at the property without prior permission from the Council (such as the trimming or felling of trees, in the instance of a Tree Preservation Order).

3.9
(a)

An enforcement notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(b)

A stop notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(c)

A listed building enforcement notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(d)

A breach of condition notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(e)

A planning contravention notice

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(f)

Another notice relating to breach of planning control

NONE IDENTIFIED

3.9
(g)

A listed building repairs notice

NONE IDENTIFIED

3.9
(h)

In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation

NONE IDENTIFIED

3.9
(i)

A building preservation notice

NONE IDENTIFIED



Any entries revealed under Parts III and X of the Local Land Charges Register will not be duplicated in this section.





3.9
(j)

A direction restricting permitted development

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(k)

An order revoking or modifying planning permission

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(l)

An order requiring discontinuance of use or alteration or removal of building works

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(m)

A tree preservation order

NONE IDENTIFIED



Any entries revealed under Part III Local Land Charges Register will not be duplicated in this section.

3.9
(n)

Proceedings to enforce a planning agreement or planning contribution?

NONE IDENTIFIED



3.10	Community Infrastructure Levy	IDENTIFIED
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The Community Infrastructure Levy came into force in April 2010. It allows local authorities in England and Wales to raise funds from developers undertaking new building projects in their area. The money can be used to fund a wide range of infrastructure that is needed as a result of development.

3.10 (a)	Is there a CIL charging schedule?	IDENTIFIED
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i Any entries revealed under Parts I, II and III of the Local Land Charges Register will not be duplicated in this section.

3.10 (b)	If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:- (i) a liability notice?; (ii) a notice of chargeable development?; (iii) a demand notice?; (iv) a default liability notice?; (v) an assumption of liability notice?; (vi) a commencement notice?	NONE IDENTIFIED
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i Further information is available on written application to the planning department.

3.10 (c)	Has any demand notice been suspended?	NONE IDENTIFIED
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3.10 (d)	Has the Local Authority received full or part payment of any CIL liability?	NONE IDENTIFIED
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3.10 (e)	Has the Local Authority received any appeal against any of the above?	NONE IDENTIFIED
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3.10 (f)	Has a decision been taken to apply for a liability order?	NONE IDENTIFIED
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3.10 (g)	Has a liability order been granted?	NONE IDENTIFIED
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3.10 (h)	Have any other enforcement measures been taken?	NONE IDENTIFIED
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Conservation Areas

3.11

Do any of the following apply in relation to the property:-

NONE IDENTIFIED

If the property is revealed to be within a Conservation Area, there may be further restrictions in place with regards to development or amenity, with additional conditions or consents being required from the Local Authority. This can include requiring permission to erect a satellite dish, and can even influence how the property is expected to appear.

3.11
(a)

The making of the area a Conservation Area before 31 August 1974; or

NONE IDENTIFIED



Any entries revealed under Part III of the Local Land Charges Register and Q1.2 Planning Designations and Proposals will not be

3.11
(b)

An unimplemented resolution to designate the area a Conservation Area?

NONE IDENTIFIED

Compulsory Purchase

3.12

Has any enforcement order or decision been made to compulsorily purchase or acquire the property?

NONE IDENTIFIED

If the Local Authority has served or intends to serve a Compulsory Purchase Order, the property will pass into Council ownership. Copies of the Order should be obtained to determine the effect, and legal counsel will be necessary.

3.12

Compulsory Purchase

NONE IDENTIFIED



Any entries revealed under Part IV Local Land Charges Register will not be duplicated in this section.



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 such a condition that harm or pollution of controlled waters might be caused on the property):-	NONE IDENTIFIED
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Local Authorities have a statutory duty to maintain a Register of Contaminated Land, and where any entries affecting the property have been made in this register, they will be revealed here. The Register, however, may still be being compiled in some areas. Additionally, this Local Authority Search is limited to the property itself. An Environmental Report can help reveal potential hazards in a wider area. The informative below advises how to obtain an additional search.

3.13 (a)	A contaminated land notice	NONE IDENTIFIED
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Radon Gas

3.14	Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?	MEDIUM
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Radon is a naturally occurring gas that can affect land and property across the United Kingdom. It typically has a low impact, but at certain percentages determined to be above the Action Level by the Health Protection Agency or its predecessor the National Radiation Protection Board, there may be recommended steps. The vendor should state 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.

New buildings in High Risk areas are required to have preventative measures. The developer or vendor of any property constructed since 1988 should be able to state if protective measures were included during the build.

	Datasource
1	Yes, the property is in an area where 1-3% of homes are estimated to be at or above the Action Level. See the informative paragraph below for further information that sellers are recommended to provide.
	National Radiological Protection Board (NRPB)

i	In instances of Medium or High Risk, you may wish to consider instructing a Radon Report. Please visit our website or contact our Helpdesk for assistance with ordering. Further information and Next Steps advice is available from Public Health England Radon Survey, Centre for Radiation. Contact details are provided on the Useful Contacts page of this report.
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3.15	Assets of Community Value	NONE IDENTIFIED
<p>The Localism Act 2011 introduces an important new power for local communities to protect buildings and open spaces they value. The Community Right to Bid came into effect on 21 September 2012. This is relevant to all civic societies and community groups. This new right means communities can ask their local council to list certain assets as being of value to the community. If an asset is listed and then comes up for sale, the new right will give communities that want it 6 months to put together a bid to buy it.</p>		
3.15 (a)	Has the property been nominated as an asset of community value?	NONE IDENTIFIED
3.15a (i)	Is it listed as an asset of community value?	NONE IDENTIFIED
3.15a (ii)	Was it excluded and placed on the "nominated but not listed" list?	NONE IDENTIFIED
3.15a (iii)	Has the listing expired?	NONE IDENTIFIED
3.15a (iv)	Is the Local Authority reviewing or proposing to review the listing?	NONE IDENTIFIED
3.15a (v)	Are there any subsisting appeals against the listing?	NONE IDENTIFIED
3.15 (b)	If the property is listed as an asset of community value?	NONE IDENTIFIED
3.15b (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?	NONE IDENTIFIED
3.15b (ii)	Has the Local Authority received a notice of disposal?	NONE IDENTIFIED
3.15b (iii)	Has any community interest group requested to be treated as a bidder?	NONE IDENTIFIED





	Additional Information	IDENTIFIED
	Details	
	Datasource	
1	Local land charges: Inspection of the council register. CON9 Part I Questions: Public notices and council minutes. Planning Information: Online council sources. Building Control Information: Online council sources.	





Setting a New Standard in Local Searching

This search was produced by OneSearch Direct Limited, on behalf of Searchflow Limited. OneSearch Direct Limited is registered with the Property Codes Compliance Board.

In a marketplace driven by a need for speed and quality, Personal Regulated Searches have long provided a fast and effective alternative to traditional council sourced searches.

Searchflow has a rich history in Personal Regulated Searches. The qualities and attributes required by Conveyancers is embedded in our culture and experience. Searchflow has been providing Personal Regulated Searches since 2000, in that time we have produced information on over 1 million properties.

We take great pride in the heritage of our Personal Regulated Searches and the contribution it has made to the conveyancing process empowering both solicitors and consumers with a timely, accurate and cost effective alternative to traditional search methodologies.

SearchFlow continue to set a new standard in data-driven reporting, adding intelligent risk highlighting and ease of use features that aid compliance while making the report more user friendly.

How Was This Search Compiled

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Partners



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Please see below the contact details for those authorities, agencies, organisations or data providers referred to within this report.

For all other queries please contact:

SearchFlow Ltd
42 Kings Hill Avenue
Kings Hill
West Malling
Kent
ME19 4AJ

If you require assistance, please contact our dedicated Helpdesk team on:

0800 977 8810

or by emailing

clientqueries@searchflow.co.uk

Contact	Name	Address	Contact Details
1	Leeds City Council	Civic Hall Calverley Street Leeds LS1 1UR	
2	Landmark Information Group	Imperium Imperium Way Reading RG2 0TD	T: 0844 844 9966 E: helpdesk@landmark.co.uk
3	Highways Agency - England	Lateral 8 City Walk Leeds LS11 9AT	T: 0300 123 5000 E: info@highwaysengland.co.uk
4	British Geological Survey, Enquiry Service	British Geological Survey Environmental Science Centre Keyworth Nottingham Nottinghamshire NG12 5GG	T: 0115 936 3143 E: enquiries@bgs.ac.uk W: www.bgs.ac.uk

Complaints Procedure

If you want to make a complaint, we will:

- Acknowledge it within 5 working days of receipt
- Normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- Keep you informed by letter, telephone or email, as you prefer, if 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 or on your behalf.

Complaints should be sent to:

SearchFlow Ltd, 42 Kings Hill Avenue, Kings Hill, West Malling, Kent, ME19 4AJ.
Tel: 0800 977 8810
Email: clientqueries@searchflow.co.uk

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) as detailed on the next page. We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.





Important Consumer Protection Information

OneSearch Direct Limited have prepared this report, on behalf of SearchFlow Limited. For further details, please refer to the Terms and Conditions.

OneSearch Direct Limited 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 Search Code logo prominently on their search reports
- Act with integrity and carry out work with due skill, care and diligence
- At all times maintain adequate and appropriate insurance to protect consumers
- Conduct business in an honest, fair and professional manner
- Handle complaints speedily and fairly
- Ensure that products and services comply with industry registration rules and standards and relevant laws
- 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
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



Personal Regulated Search

Terms and Conditions

The Search Company

1. This Search Report was prepared by:
OneSearch Direct Limited
6th Floor Skypark 1
8 Elliot Place
Glasgow
G3 8EP

Company Number: SC230285

(Referred to as "OneSearch").

On behalf of:

Searchflow Limited
5-7 Abbey Court Eagle Way
Sowton Industrial Estate
Exeter
Devon
EX2 7HY

Company Number: 04084804

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(0)800 977 8810

clientqueries@searchflow.co.uk

(Referred to as "Searchflow").

2. OneSearch and Searchflow 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 it has with individuals involved in the sale of the property as identified when the Search Report is ordered. OneSearch cannot accept liability for failing to disclose a relationship when a person's involvement in the transaction is not declared at the outset.

Terms for Preparation of Search

3. 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.

4. 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. 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 customer Services using the contact details in paragraph 1. 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 proper of the search are disclosed.

7. Planning applications and building regulations on the property 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 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.

Queries

13. Any questions 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 Searchflow should be submitted in the first instance to Customer Services as

set out in paragraph 1. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

14. This search is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions it local authority and water company data/ records which are used to compile our search reports. The search further benefits from 6 years run-off cover.

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.

16. The content of this report is partly derived from third party sources. In respect of risk assessments and professional opinions, we do not warrant the accuracy or completeness of any information or content provided, unless we should reasonably have been alerted to any omission, error or inaccuracy in the content. Such content is provided specifically from the sources as described by Searchflow and we do not claim that these represent an exhaustive or comprehensive list of all sources that might be consulted. We shall not be liable for any inaccurate statement, opinion or risk rating in a service which resulted from a reasonable interpretation of the Content.

Complaints Procedure

17. Searchflow 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 make a complaint, we will:

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

Complaints should be addressed to Customer Services as set out in paragraph 1, either by letter, email, or telephone. If you are not satisfied with our final response, you may refer the complaint to **The Property Ombudsman** scheme:
Tel 01722 333306
Email admin@tpos.co.uk
We will cooperate fully with the Ombudsman during any investigation and comply with their decision.