



AUCTION PACK
For
26 Walesby Court
LEEDS
LS16 6RX

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 WYK847613

Edition date 10.04.2017

- This official copy shows the entries on the register of title on 23 SEP 2022 at 15:13:48.
- 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 23 Sep 2022.
- 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. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST YORKSHIRE : LEEDS

- 1 (17.04.2007) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 26 Walesby Court, Leeds (LS16 6RX).

NOTE: As to the part tinted blue on the title plan only the first floor flat is included in the title.

- 2 (17.04.2007) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 3 April 2007
Term : 125 years from 3 April 2007
Parties : (1) Cavernlodge Limited
(2) Nicola Jane Parker

- 3 (17.04.2007) The Deed of Exchange dated 18 June 1982 referred to in the Charges Register contains the following provision:-

"It is hereby declared that Barratt shall not have or claim as against the Council or any Purchaser from the Council any right to air light way or other easement which might prejudice the free use of the adjoining or neighbouring properties of the Council save as expressly granted in this Deed and any enjoyment had by Barratt inconsistent with the provisions of this Clause shall be deemed to be had by the consent of the Council."

- 4 (17.04.2007) The title includes any legal easements referred to in clause LR11.1 of the registered lease but is subject to any rights that are granted or reserved by the lease and affect the registered land.

- 5 (17.04.2007) The landlord's title is registered.

B: Proprietorship Register

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

Title absolute

- 1 (10.04.2017) PROPRIETOR: GEOFFREY JOHN MILNES and BRENDA MILNES of 4 Narrow Lane, Harden, Bingley BD16 1HX.
- 2 (10.04.2017) The price stated to have been paid on 24 March 2017 was £74,500.
- 3 (10.04.2017) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (10.04.2017) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

C: Charges Register

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

- 1 (17.04.2007) A Deed of Exchange of the freehold estate in the land in this title and other land dated 18 June 1982 made between (1) Leeds City Council (Council) and (2) Barratt Leeds Limited (Barratt) contains the following covenants:-

"With intent and so as to bind so far as practicable the properties described in the First Schedule hereto and each and every part thereof into whosoever hands the same may come and to benefit and protect the estate and property of the Council adjoining each of the said properties and each and every part thereof Barratt hereby covenants with the Council that Barratt and its successors in title

(a) Will not use or permit to be used the said property or any part thereof for any purpose whatsoever other than residential development.

(b) Will not use or permit or suffer any dwelling erected upon the said property to be used for any purpose other than as a private residence with garage and other usual outbuildings as appropriate and no trade or business shall be carried on therein."

NOTE: The land in this title forms part of one of the properties described in the First Schedule.

- 2 (17.04.2007) The land is subject to the following rights granted by the Deed of Exchange dated 18 June 1982 referred to above:-

Barratt hereby grants to the Council an easement to lay foul and surface water sewers in the positions marked with orange and purple lines on Plan Number 1 annexed hereto Together with any necessary inspection chambers Together with the right to enter the land described in Part 1 of the First Schedule hereto for the purpose of constructing maintaining repairing and re-instating such sewers the Council and its successors in title causing as little damage as possible and making good at their own expense any damage caused by the exercise of these rights Together with the right to use the sewers as public sewers for the purpose of foul and surface water drainage.

The Council and Barratt each covenant with the other that in respect of the strip of land extending to a width of 3 metres on each side of the centre line of the sewers to be laid pursuant to the easements hereinbefore granted no building wall fence or other structure will be erected over the same without the written consent of the Water Authority no tree or plant other than grass will be planted nothing will be done or permitted thereon to alter the cover of the soil over or support for such sewers or to render access thereto more difficult and Barratt shall at all times permit the Water Authority to have access thereto for any purpose of its function or undertaking."

Title number WYK847613

C: Charges Register continued

NOTE: The orange and purple lines referred to are shown by brown broken lines and blue broken lines respectively on the filed plan so far as they affect the land in this title.

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.

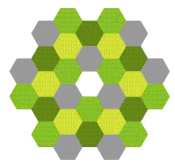
This official copy is issued on 23 September 2022 shows the state of this title plan on 23 September 2022 at 15:13:48. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. 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 .

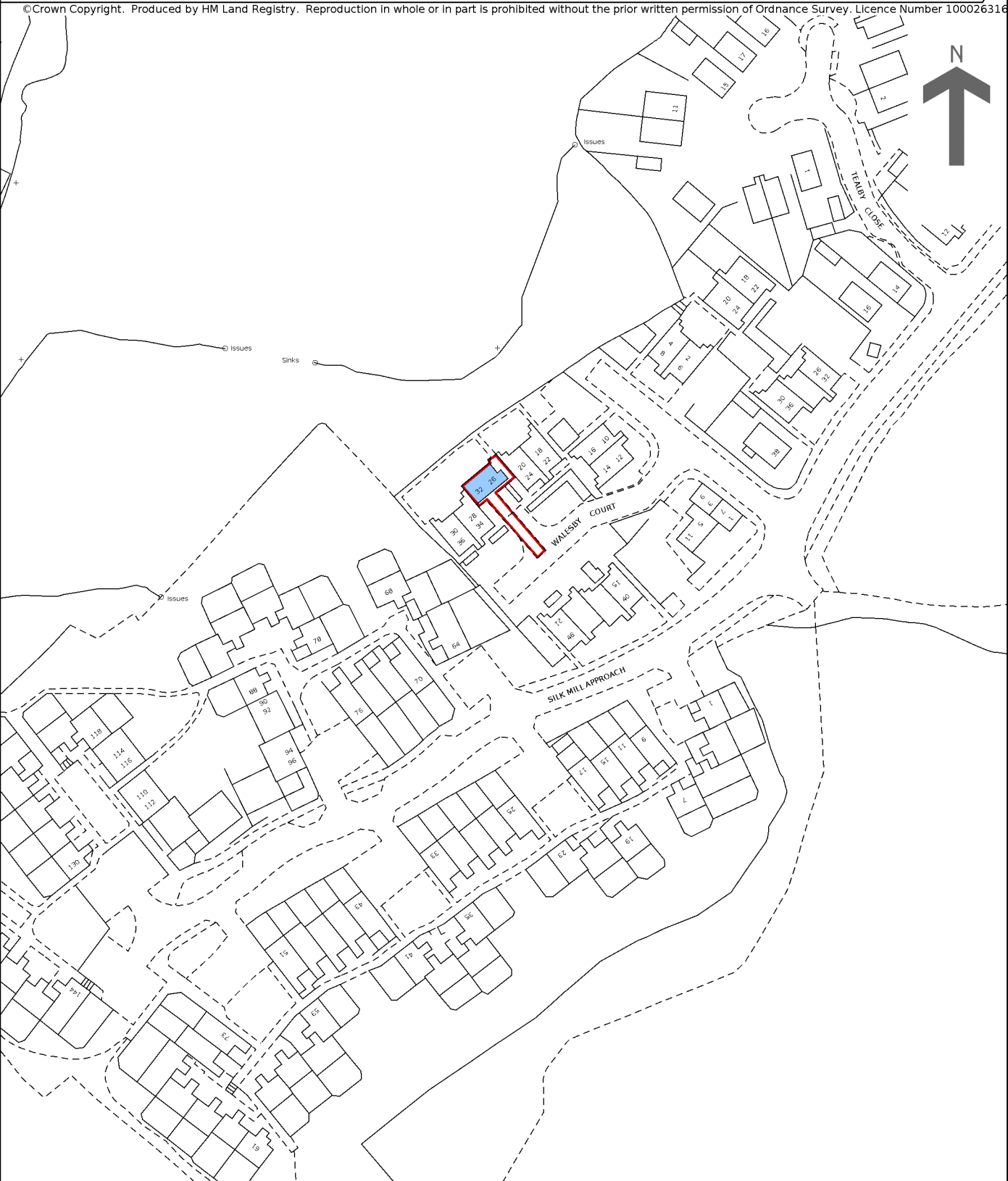
HM Land Registry

Official copy of title plan

Title number **WYK847613**
Ordnance Survey map reference **SE2538NW**
Scale **1:1250**
Administrative area **West Yorkshire : Leeds**



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These are the notes referred to on the following official copy

Title Number WYK847613

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

LAND REGISTRY

LAND REGISTRATION ACTS 2002

We hereby certify that this is a
true and correct copy of the original
Dated 16 April 2007
SPENCER & FISCH
SOLICITORS

LR1. Date of Lease	3 April 2007
LR2. Title number(s)	<p>LR2.1 Landlord's title number(s) WYK507346</p> <p>LR2.2 Other title numbers WYK282283</p>
<p>LR3. Parties to this lease Give full names, address and company's Registered number, if any, of each of the parties. For Scottish companies use a SC prefix and for limited liability partnerships use an OC prefix. For foreign companies give a territory in which incorporated</p>	<p>Landlord CAVERNLODGE LIMITED Company Registration No: 2629789 Whose registered office address is at: 24 Queen Anne Street, London W1G 9AX</p> <p>Tenant: NICOLA JANE PARKER 26 Walesby Court Leeds LS16 6RX</p> <p>Other Parties N/A</p> <p>Specify capacity of each party, for example "management company", "guarantor", etc.</p>
<p>LR4. Property Insert a full description of the land being leased or</p> <p>Refer to the clause, schedule or paragraph of a schedule in this lease in which the land being leased is more fully described.</p>	<p>In the case of a conflict between this clause and the remainder of this lease, then for the purposes of registration, this clause shall prevail.</p> <p>26 Walesby Court Leeds LS16 6RX</p>

Where there is a letting of part of a registered title, a plan must be attached to this lease and any floor levels must be specified	
<p>LR5. Prescribed Statements etc If this lease includes a statement falling within LR5.1, insert that sub-clause the relevant statement or refer to the clause, schedule or paragraph of a schedule or paragraph of a schedule in this lease which contains the statement.</p> <p>In LR5.2, omit or delete</p>	<p>LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.</p> <p>N/A</p> <p>LR5.2 This Lease is made under, or by reference to, provisions of:</p> <p>Leasehold Reform Act 1967 — N/A Housing Act 1985 Housing Act 1988 Housing Act 1996</p>
<p>Those Acts which do not apply to this lease.</p> <p>LR6. Term for which the Property is leased Include only the appropriate statement (duly completed) from the three options.</p> <p>NOTE: The information you provide, or refer to here will be used as part of the particulars to identify the lease under rule 6 of the Land Registration Rules 2003.</p>	<p>The term is as follows: 125 years from 3 April 2007</p>
<p>LR7. Premium Specify the total premium inclusive of any VAT where payable</p>	N/A
LR8. Prohibitions or restrictions on disposing of this lease	This Lease contains a provision that prohibits or restricts dispositions.

<p>Include whichever of the two statements is appropriate. Do not set out here the wording of the provision.</p>	<p>OR</p> <p>This lease contains a provision that prohibits or restricts dispositions.</p>
<p>LR9. Rights of Acquisition etc, Insert the relevant provisions in the sub-clauses or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land. N/A LR9.2 Tenant's covenant to (or offer to) surrender this lease. N/A LR9.3 Landlord's contractual rights to acquire this lease. N/A</p>
<p>LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property. Insert the relevant provisions or refer to the clause, schedule or paragraph of a schedule in this lease which contains the provisions.</p>	<p>Clause 4</p>
<p>LR11. Easements Refer here only to the clause, schedule or paragraph of a schedule in this lease which contains the easements.</p>	<p>LR11.1 Easements granted by this lease for the benefit of the Property Clause 3 LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property Clause 3</p>
<p>LR12. Estate rentcharge burdening the Property. Refer here only to the clause, schedule or paragraph of a schedule in this lease which sets out the rentcharge</p>	<p>N/A</p>
<p>LR13. Application for standard form of restriction Set out the full text of the standard form of restriction and the title against which it is to be entered. If you wish to apply for more than one standard form of restriction use</p>	<p>N/A</p>

this clause to apply for each of them, tell us who is applying against which title and set out the full text of the restriction you are applying for.

LR14. Declaration of trust where there is more than one person comprising the Tenant

If the tenant is one person, omit or delete all the alternative statements.

If the Tenant is more than one person, complete this clause by omitting or deleting all inapplicable alternative statements.

~~The Tenant is more than one person.
They are to hold the Property on trust for themselves as joint tenants.~~

OR

The Tenant is more than one person.
They are to hold the Property on trust for themselves as tenants in common in equal shares.

OR

~~The Tenant is more than one person.
They are to hold the Property on trust for~~
.....

LAND REGISTRY

LAND REGISTRATION ACTS 2002

County and District: WEST YORKSHIRE - LEEDS

The Freehold Title Number: WYK507346

The Leasehold Title Number: WYK282283

The Lease: The Lease dated 14th March 1983 and made between (1) BARRATTE LEEDS LIMITED and (2) ANDREA CORRINA OLSEN AND MICHAEL SKRBIC for 99 years from 1st January 1981 as registered under the Leasehold Title Number insofar as it demises the Property

The Property: ALL THAT property known as 26 Walesby Court, Leeds LS16 6RX as comprised in the Leasehold Title Number

The Landlord: CAVERNLODGE LIMITED Registration Number: 2629689 whose Registered Office address is at: 24 Queen Anne Street, London W1G 9AX

The New Term: 125 years from 3 April 2007.

Dated this 5th day of April 2007

1. IN CONSIDERATION of the sum of ONE POUND (£1.00) (the receipt of which the Landlord hereby acknowledges) and the demise of the New Lease more fully described in Clause 3 hereof the Tenant with full title guarantee hereby transfer and surrender and release to the Landlord all their estate and interest and rights in the Lease to the intent that the residue of the term of years granted by the Lease and all or any other estate interest or right of the Tenants in the land demised thereby whether granted by or arising from the Lease or any deed or document supplemental to the Lease or otherwise shall merge and be extinguished in the land comprised in the Freehold Title Number which is now vested and registered in the name of the Landlord.

2. The Landlord and the Tenant hereby release each other from all obligations contained in and all liabilities whatsoever under the Lease and any supplemental deed or document other than this Deed that may have at any time existed and all actions proceedings costs claims damages demands and expenses arising from such obligations and liabilities.
3. The Landlord demises to the Tenant the Property together with but excepting and reserving as mentioned in the Lease TO HOLD the Property for the New Term YIELDING AND PAYING the rent of THREE HUNDRED POUNDS (£300.00) payable yearly in advance without deduction on the 1st day of JANUARY in every year such rent being reviewed as set out in the Schedule hereto and SUBJECT TO the covenants and conditions contained in the Lease to the intent that henceforth the covenants conditions and other provisions contained in the Lease shall apply in full force and effect to the Property as they originally applied to the Property in respect of the Lease WHICH DEMISE made in this clause is herein referred to as the "New Lease"
4. The Tenant hereby covenant with the Landlord to obey the covenants conditions and other provisions contained in the Lease which were the responsibility of the Tenant which covenants conditions and other provisions are now contained in this new Lease by virtue of Clause 3 above and the Landlord covenants with the Tenant to observe and perform the covenants conditions and other provisions contained in the Lease which were the responsibility of the Landlord and which are now incorporated in this new Lease by virtue of Clause 3 above.
5. The Landlord and the Tenant jointly apply to the Chief Land Registrar to make the necessary entries and cancellations on the registers of the Freehold Title Number and the Leasehold Title Number in order to give effect to the surrender and demise contained in this Deed.

6. It is hereby certified that there is no agreement for lease to which this deed gives effect.

7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or aggregate amount of value of the consideration exceeds ONE HUNDRED AND TWENTY FIVE THOUSAND POUNDS (£125,000.00).

IN WITNESS whereof the parties hereto have hereunto set their hands the day and year first before written.

**The Schedule above referred to
Rent Review Provisions**

The rent provided for in clause 3 shall be reviewed on each tenth anniversary of the commencement of the New Term each known as the "Rent Review Date" and thereafter shall be paid as follows:-

For each year during each successive ten year period of the New Term a rent equal to the rent previously applying plus a sum bearing the same proportion to the rent previously applying as shall be equal to any increase in the Index of Retail Prices existing at the Rent Review Date over that Index existing at the date of the last Rent Review Date (or commencement of the New Term if there has been no previous rent review).

PROVIDED THAT

1. in the event of no such increase to the figure or a decrease having taken place on any Rent Review Date the rent to be paid for the rent review period immediately following such Rent Review Date shall be the same as that immediately preceding such Rent Review Date.
2. in the event of any change after the date hereof in the reference base used to compile the said Index the figure taken to be shown in the said Index after such change shall be the figure which would have been shown in the said Index if the reference base current at the date of execution hereof had been retained.

3. in the event of it becoming impossible by reason of any change after the date hereof in the methods used to compile the said Index or for any other reason whatsoever to calculate the rent by reference to the said Index or if any dispute or question whatsoever shall arise between the parties hereto with respect to the amount of the rent or with respect to the construction or effect of this clause the determination of the rent or other matter in difference shall be determined by single arbitrator in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force who shall have full power to determine on the Rent Review Dates what would have been the increase in the said Index had it continued.
4. in this agreement Index of Retail Prices shall mean the index of Retail Prices published by HM Stationery Office or any official publication substituted therefore.
5. at no time shall the Tenant be required to pay a rent which would under legislation restricting or controlling rents fall to be treated as a rack rent and which would prohibit or restrict the charging of a premium on an assignment and in such case the rent reserved by this Deed shall only be payable to the extent that it would be £1.00 per annum below the limit imposed by this proviso.

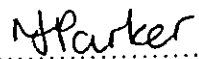
**SIGNED AS A DEED by
CAVERNLODGE LIMITED**


acting by two Directors or by a Director and the Secretary

Director 

Director/Secretary 

**SIGNED AS A DEED by the said
NICOLA JANE PARKER**
in the presence of:-


.....


.....

WENDY GRAY

SPENCER & FISCH
64-66 Austhorpe Road
Crossgates
LEEDS LS15 8DZ

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.

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number WYK507346

Edition date 23.02.2021

- This official copy shows the entries on the register of title on 28 APR 2022 at 16:08:53.
- 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 26 Sep 2022.
- 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 (06.07.1982) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 52 to 58 inclusive (even numbers) Silk Mill Way; 18 to 36 inclusive (even numbers) Silk Mill Approach, 40 to 46 inclusive (even numbers) Silk Mill Approach, 2 to 36 inclusive (even numbers) Walesby Court and 15 to 21 (odd numbers) Walesby Court, Cookridge, Leeds.

2 The land has the benefit of the rights granted by but is subject as mentioned in the Deed dated 18 June 1982 referred to in the Charges Register in the following terms:-

"TOGETHER WITH a right of way at all times and for all purposes with or without vehicles over and along the newly constructed highways known as Silkmill Approach and Silkmill Way and thence to the nearest public highway and a right to connect to and use all sewers pipes cables and other services lying beneath such newly constructed highways with the right to break open the surface of such highways in order to make any necessary connections Barratt making good all damage caused in the exercise of these rights

.....
..

The Council hereby grants to Barratt in fee simple for the benefit of the land at Silkmill Approach Cookridge described in Part I of the First Schedule hereto and every part thereof the following easements:-

(a) The right to lay a sewer in the position marked with a blue line on Plan Number 1 annexed to this Deed Together With any necessary inspection chambers for the purpose of conveying foul sewage from the land described in Part I of the First Schedule hereto to the existing public sewer Together With the right to enter the land of the Council for the purpose of constructing maintaining repairing and reinstating such sewer Barratt and its successors in title causing as little damage as possible and making good at their own expense any damage caused by the exercise of these rights until such time as the sewer is adopted as a public sewer maintainable at public expense Together With the right to use the sewer for the Conveyance of foul drainage

A: Property Register continued

(b) The right to lay a sewer in the position marked with a green line on Plan Number 1 annexed hereto Together With any necessary inspection chambers for the purpose of conveying surface water drainage from the land described in Part I of the First Schedule hereto to the existing public surface water together with the right to enter the land of the Council for the purpose of constructing maintaining repairing and reinstating such sewer Barratt and its successors in title causing as little damage as possible and making good at their own expense any damage caused by the exercise of these rights until such time as the sewer is adopted as a surface water sewer maintainable at public expense Together With the right to use such sewer for the conveyance of surface water drainage

Barratt hereby grants to the Council an easement to lay foul and surface water sewers in the positions marked with orange and purple lines on Plan Number 1 annexed hereto Together With any necessary inspection chambers Together with the right to enter the land described in Part 1 of the First Schedule hereto for the purpose of constructing maintaining repairing and reinstating such sewers the Council and its successors in title causing as little damage as possible and making good at their own expense any damage caused by the exercise of these rights Together with the right to use the sewers as public sewers for the purpose of foul and surface water drainage

The Council and Barratt each covenant with the other that in respect of the strip of land extending to a width of 3 metres on each side of the centre line of the sewers to be laid pursuant to the easements hereinbefore granted no building wall fence or other structure will be erected over the same without the written consent of the Water Authority no tree or plant other than grass will be planted nothing will be done or permitted thereon to alter the cover of the soil over or support for such sewers or to render access thereto more difficult and Barratt and the council shall at all times permit the Water Authority to have access thereto for any purpose of its function or undertaking."

NOTE: Copy Plan No. 1 filed under WYK260193.

- 3 The Deed dated 18 June 1982 referred to above contains the following provision:-

"It is hereby declared that Barrett shall not have or claim as against the Council or any purchaser from the Council any right to air light way or other easment which might prejudice the free use of the adjoining or neighbouring properties of the Council save as expressly granted in this Deed and any enjoyment had by Barratt inconsistent with the provisions of this Clause shall be deemed to be had by the consent of the Council."

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 (02.04.1992) PROPRIETOR: CAVERNLODGE LIMITED (Co. Regn. No. 02629689) care of Mills & Reeve LLP, Botanic House, 100 Hills Road, Cambridge CB2 1PH.
- 2 (02.04.1992) 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.
- 3 (02.04.1992) A Transfer of the land in this title dated 20 March 1992 made between (1) Barratt Leeds Limited (Transferor) and (2) Cavernlodge Limited (Transferee) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

Title number WYK507346

- 1 The following are details of the personal covenants contained in the Transfer dated 20 March 1992 referred to in the Proprietorship Register:-

"The Transferor hereby covenants with the Transferee that it will lay construct and make up to the satisfaction of the Local or other appropriate authority the roads, footpaths and sewers serving the Property or any part thereof (if the said roads, footpaths and sewers have not yet been so laid constructed made up or adopted) and will (in so far as not already adopted) maintain the same until they shall be adopted by the appropriate authority and will indemnify the Transferee against all costs claims charges and proceedings in respect of such works and such adoption PROVIDED THAT nothing in this clause contained shall impose any obligation upon the Transferor in respect of any roads footpaths ways or other areas upon the land Secondly described or in respect of any sewers drains pipes or other services conduits therein or thereon."

C: Charges Register

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

- 1 A Deed of Exchange of the land in this title and other land dated 18 June 1982 made between (1) Leeds City Council (Council) and (2) Barratt Leeds Limited (Barratt) contains the following covenants:-

"With intent and so as to bind so far as practicable the properties described in the First Schedule hereto and each and every part thereof into whosoever hands the same may come and to benefit and protect the estate and property of the Council adjoining each of the said properties and each and every part thereof Barratt hereby covenants with the Council that Barratt and its successors in title

(a) Will not use or permit to be used the said property or any part thereof for any purpose whatsoever other than residential development

(b) Will not use or permit or suffer any dwelling erected upon the said property to be used for any purpose other than as a private residence with garage and other usual outbuildings as appropriate and no trade or business shall be carried on therein."

NOTE: The land in this title is one of the properties described in the First Schedule.

- 2 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of support shelter maintenance of overhanging roofs eaves gutters and pipes passage and running of water soil gas electricity fumes telephone and television aerials rights of entry rights of way over roads footpaths and private paths driveways roads access areas or forecourts user of the drying ground and visitors parking spaces rights to erect and maintain television aerials and other rights as are granted by those leases.

NOTE: Each lease is referenced by edging and numbering in yellow on the filed plan unless otherwise stated in the schedule of leases.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	02.04.1992 1 (part of) and 4	52 Silk Mill Way (First floor flat) and Garden Ground	27.05.1983 99 years from 1.1.1983	WYK289598
2	02.04.1992 5 (part of) and 6	54 Silk Mill Way (First floor flat): Garden ground and parking space	19.07.1983 99 years from 1.1.1983	WYK296426
3	02.04.1992 14 (part of)	20 Silk Mill Approach (First floor flat) : Garden	22.04.1983 99 years from	WYK285759

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	15 and 16	ground and Parking space	1.1.1983	
4	02.04.1992 19 (part of) and 20	32 Silk Mill Approach (First floor flat): Garden ground and Parking space	13.12.1982 99 years from 1.1.1981	WYK277853
5	02.04.1992 27 (part of) 28 and 29	36 Silk Mill Approach (First floor flat): Garden ground and Parking space	07.01.1983 99 years from 1.1.1981	WYK277388
6	02.04.1992 27 (part of) 28 and 29	30 Silk Mill Approach (Ground floor flat): Garden ground and parking space	30.11.1982 99 years from 1.1.1981	WYK278927
7	02.04.1992 32 (part of) 33 and 34	2 Walesby Court (Ground floor flat): Garden ground and parking space	05.01.1983 99 years from 1.1.1981	WYK280119
8	02.04.1992 32 (part of) 35 and 36	6 Walesby Court (First floor flat): Garden ground and Parking space	30.12.1982 99 years from 1.1.1981	WYK277241
9	02.04.1992 37 (part of) 38 and 39	4 Walesby Court (Ground floor flat): Garden ground and Parking space	30.12.1982 99 years from 1.1.1982	WYK277142
10	02.04.1992 42 (part of) and 43	10 Walesby Court (Ground floor flat): Garden ground	28.01.1983 99 years from 1.1.1981	WYK280319
11	02.04.1992 42 (part of) 44 and 45	16 Walesby Court (First floor flat): Garden ground and Parking space	01.02.1983 99 years from 1.1.1981	WYK280253
12	02.04.1992 46 (part of) 49 and 50	14 Walesby Court (First floor flat): Garden ground and Parking space	18.02.1983 99 years from 1.1.1981	WYK282862
13	02.04.1992 51 (part of) 52 and 53	22 Walesby Court (First floor flat): Garden ground and Parking space	18.03.1983 99 years from 1.1.1981	WYK286950
14	02.04.1992 51 (part of) 54 and 55	18 Walesby Court (Ground floor flat): Garden ground and Parking space	22.03.1983 99 years from 1.1.1981	WYK282971
15	02.04.1992 26 (part of) 57 and 58	24 Walesby Court (First floor flat): Garden ground and Parking space	18.03.1983 99 years from 1.1.1983	WYK286951
16	02.04.1992 64 (part of) 65 and 66	34 Walesby Court (First floor flat) : Garden ground and Parking space	18.03.1983 99 years from 1.1.1981	WYK301770
17	02.04.1992 64 (part of) and 67	28 Walesby Court (Ground floor flat) Garden ground and Parking space	18.03.1983 99 years from 1.1.1981	WYK282947
18	02.04.1992 72 (part of) 73 and 74	46 Silk Mill Approach (Ground floor flat): Garden ground and Parking space	14.07.1983 99 years from 1.1.1983	WYK456766
19	02.04.1992 72 (part of) 75 and 76	21 Walesby Court (First floor flat): Garden ground and Parking space	22.04.1983 99 years from 1.1.1983	WYK291296
20	02.04.1992 81 (part of) 82 and 83	42 Silk Mill Approach (Ground floor flat): Garden ground and Parking space	22.04.1983 99 years from 1.1.1983	WYK287551
21	02.04.1992 81 (part of)	17 Walesby Court (First floor flat): Garden ground	22.04.1983 99 years from	WYK288106

Schedule of notices of leases continued

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
	84 and 85	and Parking space	1.1.1983	
22	02.04.1982 86 (part of) 87 and 88	40 Silk Mill Approach (Ground floor flat): Garden ground and Parking space	29.04.1983 99 years from 1.1.1981	WYK290573
23	02.04.1992 86 (part of) and 29	15 Walesby Court (First floor flat): Garden ground and Parking space	20.05.1983 99 years from 1.1.1983	WYK291332
24	17.04.2007 60 (part of) and 63	26 Welesby Court (first floor flat) garden ground and parking space.	03.04.2007 125 years from 3.4.2007	WYK847613
25	27.06.2013 37 (part of) 40 and 41	8 Walesby Court (first floor flat only) garden ground and parking space	11.03.2013 189 years from 1/1/1982	YY20274
26	19.09.2013 5 (part of) 7 and 8	58 Silk Mill Way (ground floor flat): garden ground and parking space	20.03.2013 100 years from 20.03.2013	YY23775
27	15.10.2015 77 (part of), 78 and 79	44 Silk Mill Approach (ground floor flat) and parking space	02.09.2015 189 years from 1/1/1983	YY57588
28	26.05.2016 14 (part of), 17 and 18	24 Silk Mill Approach (Ground floor flat), garden ground and parking space	20.05.2016 100 years from and including 20.5.2016	YY68074
29	21.06.2016 68 (part of) and 71	30 Walesby Court (Ground Floor Flat) Garden Ground and Parking Space	23.05.2016 100 years from and including 23.05.2016	YY69096
30	06.03.2017 77 (part of) and 80	19 Walesby Court (first floor flat) garden ground and parking space	28.02.2017 100 years from and including 28.02.2017	YY81009
31	25.05.2017 9 (part of) 12 : 13	22 Silk Mill Approach (ground floor)	22.05.2017 100 years from and including 22/05/2017	YY84760
32	30.08.2017 22 (part of), 23 and 24	34 Silk Mill Approach (First floor flat), garden ground and parking space	27.06.2017 100 years from and including 27.06.2017	YY89701
33	10.10.2017 56 (part of) and 59	20 Walesby Court (Ground floor flat), garden ground and parking space	06.10.2017 189 years from and including 01.01.1981	YY91699
34	03.01.2018 46 (part of) 47 and 48	12 Walesby Court (Ground floor flat): Garden ground and parking space	12.12.2017 189 years from and including 01.01.1983	YY95821
35	20.10.2017 68 (part of) 69 and 70	36 Walesby Court (First floor flat)	16.06.2017 189 years from and including 1.1.1983	YY92292
36	17.11.2006 1 (Part of) 2 and 3	56 Silk Mill Way (Ground floor flat) Garden Ground and Parking Space	17.11.2006 164 years from 17.10.2006	WYK840945
37	20.09.2018 19 (part of)	26 Silk Mill Approach (Ground floor flat), garden	11.12.2017 100 years from	YY108941

Schedule of notices of leases continued

	Registration date and plan ref. and 21	Property description ground and parking space	Date of lease and term and including 11 December 2017	Lessee's title
38	17.01.2019 22 (part of), 25 and 26	28 Silk Mill Approach	08.11.2018 189 years from and including 1 January 1981	YY115333
39	11.09.2020 9 (part of) 10 and 11	18 Silk Mill Approach (First Floor Flat: Garden ground and Parking space	02.09.2020 189 years from and including 1 January 1981	YY142675
40	23.02.2021 60 (Part of) 61 and 62	32 Walesby Court (Ground Floor Flat) Garden Ground and Parking Space	04.06.2020 189 years from and including 1 January 1981	YY148942

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.

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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.

There is an/are application(s) pending in HM Land Registry and if we have only completed the mapping work for a pending application affecting the title concerned, such as a transfer of part:

- additional colour or other references, for example 'numbered 1', may appear on the title plan (or be referred to in the certificate of inspection in form CI), but may not yet be mentioned in the register
- colour or other references may also have been amended or removed from the title plan (or not be referred to in form CI), but this may not be reflected in the register at this stage.

This official copy is issued on 26 September 2022 shows the state of this title plan on 28 April 2022 at 16:08:53. 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 507346	
ORDNANCE SURVEY PLAN REFERENCE	SE 2538	SECTION F	Scale 1/1250
COUNTY WEST YORKSHIRE	DISTRICT LEEDS	© Crown copyright 1983	



FILED PLAN
H.M. LAND
REGISTRY
6/1992

These are the notes referred to on the following official copy

Title Number WYK282283

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9/81

INLAND REVENUE
PRODUCED

16 MAR 1983

H. M. LAND REGISTRY

FINANCE ACT 1925 to 1971

COUNTY AND DISTRICT

West Yorkshire - Leeds

TITLE NUMBER

WYK 260193

PROPERTY

Flat ~~First Floor~~ 53 THE SPINNEY
Intended to be known as 26 Walesby Court, The Spinney,
Cookridge, Leeds

THIS LEASE made the 14th day of March, One Thousand

Nine Hundred and Eighty Three BETWEEN BARRATT LOTS LIMITED
OF KERRY HOUSE, KERRY STREET, WORTH
NOTES 1018 HAD

(hereinafter called "the Landlord" which expression shall where the context

so admits include the person or persons for the time being entitled to the reversion

immediately expectant on the determination of the term hereby created) of the one

part and ANDREA CORRINA OLSEN and MICHAEL SKRBIC both of 10 Branch Road, Leeds

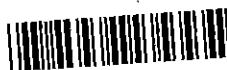
(hereinafter called "the Lessee" which expression shall where the context so admits

include the Successors in Title of the Lessee)

WITNESSETH as follows:-

1. IN this Lease where the context so admits:-

- (a) "THE PLAN" shall mean the plan attached to this Lease
- (b) "THE TERM" shall mean 99 years calculated from 1st January 1981.
- (c) "THE RENT" shall mean the sum of TWENTY FIVE POUNDS per year
- (d) "THE ESTATE" shall mean the land now or formerly comprised in the above mentioned title
- (e) "THE BLOCK" shall mean the block of flats in part lying within the land edged red on the plan
- (f) "THE FLAT" shall mean the ~~ground~~ first floor flat number 26 being on the ~~ground~~ first floor of the Block and lying within the land edged red on the Plan and in the case of a ground floor flat shall include one half in depth of the structure between the ceiling of the Flat and the floor of the Flat above and (subject to Clause 5(3) hereof) the internal and external walls of the Flat up to the same level and the land and structure of the Block below the Flat including the foundations supporting the internal and external walls thereof and the Garden but not including the staircase and landing leading to the flat above and in the case of a first floor flat shall include one half in depth of the structure between the ceilings of the flat below and the floors of the flat and (subject to Clause 5(3) hereof) the internal and external walls above the same level and the roof of the block with the structure thereof so far as the same constitutes the roof of the flat and together with the staircase and landing to the said flat and the Garden



WYK282283



SEQ206

Copy
Photo

- (g) "THE GARDEN" shall mean so much of the land edged red on the plan as is intended to be laid out as a garden
- (h) "THE PARKING SPACE" shall mean the parking space edged red on the plan and marked Number
- (i) "THE PROPERTY" shall mean the Flat and Garden and the Parking Space and together with any other land edged red on the Plan and together with the rights but Except and Reserved as set out in the First Schedule hereto
- (j) The Masculine includes the feminine and the singular includes the plural and vice-versa. Where the Lessee consists of more than one person the covenants on the part of the Lessee shall be joint and several and such persons shall be joint tenants of the Property in equity and the Trustees of the Property shall have power (subject to and without prejudice to the covenants and conditions herein contained) equal to those of a sole beneficial owner

2. THE Landlord having already granted or intending hereafter to grant similar leases of the other flats in the Block to the intent that any Lessee for the time being of any such flat may be able to enforce observance and performance of the covenants and restrictions on the part of any other lessee so far as herein provided in consideration of the sum of £18350.00 (the receipt whereof the Landlord hereby acknowledges) and of the Rent hereby reserved and the covenants on the part of the Lessee herein contained HEREBY DEMISES the property to the Lessee TO HOLD the same UNTO the Lessee for the Term TOGETHER WITH the rights set out in the First Schedule hereto EXCEPT RESERVED AND SUBJECT as set out in the Second Schedule hereto the Lessee PAYING therefor during the Term the Rent in advance without any deduction on the 1st day of January in every year the first of such payments (being a proportion calculated at the rate of £6.25 for each complete period of three calendar months from the date hereof to the 1st January next) to be made on the execution hereof

3.(a) THE Lessee hereby covenants with the Landlord in the terms set out in the Third Schedule hereto

(b) THE Lessee hereby covenants with the Landlord and with and for the benefit of the owners and lessees from time to time during the currency of the Term of the other flats comprised in the Block that the Lessee will at all times during the Term:-

- (i) Observe and perform the restrictions and stipulations set out in Part II of the Third Schedule
- (ii) Repair maintain uphold and keep the property so as to afford all necessary support shelter and protection to the other parts of the Block
- (iii) Contribute and pay a reasonable proportion (in the case of dispute to be conclusively determined by the Landlord) of:
 - (a) the expense of repairing maintaining renewing or cleansing all party walls fences sewers drains channels pipes ducts water courses cables wires private paths driveways access areas forecourts visitor parking spaces drying grounds or landscaped areas and other easements used or intended to be used in common by the occupier of

4. The right to enter upon any other part of the Block or any adjoining land for the purpose of inspecting cleansing repairing or renewing any party structure or thing on or under the same and used or enjoyed in common therewith or any other structure or thing upon the Block which cannot otherwise reasonably be inspected repaired or renewed the person exercising such right giving due notice (except in the case of emergency) and doing no unnecessary damage and making good any damage thereby caused

5. Subject to Clause 5(1) hereof a right of way in common with the Landlord and all other persons entitled to similar rights at all times and for all usual and reasonable purposes over and along the roads and footpaths constructed or to be constructed within 80 years of the date hereof on the Estate and over any private paths driveways roads access areas or forecourts intended to serve the property whether or not in common with other parts of the Estate

6. (a) The right to use any drying ground provided by the Landlord on the Estate and intended to serve the Property in common with other parts of the Estate

(b) The right for the Lessee's visitors to use any visitor parking spaces provided by the Landlord on the Estate and intended to serve the Property in common with other parts of the Estate

7. In the case of a lower flat the right to erect and maintain a television aerial of a type approved by the Landlord attached to the eaves of the Block in a position approved by the Landlord and to connect the same to any wiring provided by the Landlord leading to any television point in the Flat together with the right to place any additional wiring required for this purpose to the outside wall of the upper flat the Lessee making good at his own expense any damage caused by the exercise of these rights

8. The benefit of the covenants on the part of the Lessees of the other flats in the Block corresponding to those contained in Clause 3(b) hereof without prejudice to the right of the Landlord to enforce the same to the intent that the same may be enforced as well by the Landlord as by the Lessee

PART II

RIGHTS EXCEPTED AND RESERVED to the Landlord and all other persons to whom the Landlord shall have granted the same

1. Rights over the Property equivalent to those set out in Clauses 1-6 inclusive of Part 1 of this Schedule and in the case of an upper flat in Clause 7 of Part I of this Schedule

2. The right to build over and against the property or make use of the party division walls or fences erected upon the Property

3. Any easement or right of light air or otherwise which would restrict or interfere with the free use of any other part of the Block or of the Estate or any neighbouring land of the Landlord for building or any other purpose whatsoever

4. (a) The right to enter the Property to construct inspect cleanse repair and renew all such sewers drains pipes flues wires or cables aeriels and ancillary equipment as may be required to serve any part of the Estate or any property adjoining the Estate and if necessary to connect such services to corresponding services then existing in the Property and the right to

the free passage and running of water soil gas electricity fumes and telephone and television signals through such conducting media and any like media existing at the date thereof

(b) The right to authorise any public utility undertaking or authority by grant or licence upon terms and in the form then currently used by such undertakers or authority to exercise and enjoy the rights mentioned in sub-clause (a) hereof PROVIDED THAT the rights in these sub-clauses shall be exercised within the perpetuity period of eighty years from the date hereof and the person exercising the same shall cause no unnecessary damage and shall make good any damage thereby caused

5. A right to enter upon any part of the Property which is intended to be used as a play space or public open space or for highway or car parking purposes and to use the same for recreational or highway or car parking purposes only as the case may be provided always that such rights shall only be exercised following a dedication of such land by the Vendor to the public or by persons to whom such rights have been expressly granted or assigned

6. A right to enter upon the garden of the Property at any time within five years from the date hereof for the purpose of carrying out any landscaping or tree planting required by the Planning Authority

THE SECOND SCHEDULE

MATTERS TO WHICH THE DEMISE IS SUBJECT SO FAR AS THE SAME AFFECT THE PROPERTY

1. The rights exceptions reservations easements covenants stipulations matters and things mentioned contained or referred to in the registers of the above mentioned title
2. All such rights over the Property equivalent to those set out in Clauses 1-7 inclusive of Part I of the First Schedule as by virtue of any lease or conveyance already executed by the Landlord are appurtenant to any other part of the Block or part of the Estate
3. All such rights over the Property equivalent to those set out in Clause 4 of Part II of the First Schedule as by virtue of any deed already executed by the Landlord have already been granted to any public utility undertaking or authority

THE THIRD SCHEDULE

PART I

COVENANTS BY THE LESSEE WITH THE LANDLORD

1. To pay the Rent on the days and in the manner aforesaid
2. To pay all existing and future rates taxes assessments and outgoings of every description whether parliamentary parochial or local imposed or charged upon the property or any part thereof or upon the owner or occupier in respect thereof
- 3.(a) To maintain uphold and keep in good and tenantable repair and condition (including decorative condition) all parts of the Property including all windows doors stairs gas ducts and flues sewers pipes gutters cables and wires and from time to time when necessary to rebuild re-construct or replace the same to the satisfaction of the Landlord

the Property and the occupiers of any other part of the Block

(b) any rating assessment or charge which may be imposed in respect of the Block or adjacent roads paths forecourts driveways access areas visitor parking spaces drying grounds or landscaped areas

(iv) Permit the persons entitled to exercise the same freely during the Term to use and enjoy the easements rights and privileges mentioned in the First and Second Schedules here to with all necessary rights of access for such purposes the persons exercising such rights making good any damage thereby caused

4. THE Landlord hereby covenants with the Lessee

(1) that the Lessee paying the Rent and performing and observing the several covenants conditions and agreements herein contained on the Lessee's part may peaceably and quietly hold and enjoy the property during the Term without any interruption by the Landlord or any person rightfully claiming under or in Trust for the Landlord

(ii) at the request and cost of the Lessee to take all necessary steps to enforce the covenants on the part of the Lessees of other flats in the Block

5. IT is agreed and declared between the parties hereto:-

(1) That except as regards the flats comprised in the Block nothing herein contained shall be deemed to constitute a Building or Letting Scheme nor restrict the right of the Landlord to release or vary the covenants on the part of the Lessee or Purchaser or the conditions contained in any lease or conveyance of any part of the Estate and that (except as aforesaid) so far as concerns the Lessee the Landlord shall be at liberty to vary the manner in which the Estate or any part thereof is or is proposed to be laid out so far as concerns any part or parts thereof not hereby demised and generally deal with and act in relation thereto as it shall consider proper without the consent of the Lessee and without in any way prejudicing the covenants by the Lessee herein contained and also to vary alter and abandon any of the adjoining or neighbouring streets roads or footpaths so only that access to the Property from the public highway be not taken away or obstructed

(2) That the Lessee shall not be entitled to or acquire any right of light or air which would restrict or interfere with the free user of any adjoining or neighbouring land of the Landlord for building or any other purpose

(3) (a) In the case of the Flat every wall separating the Flat from any adjoining flat shall be a party wall severed medially and shall be included in the premises hereby demised as far only as the medial plane thereof

(b) In the case of the Garden

(i) all division walls or fences separating the Garden from other gardens in the Block or from other sites on the Estate shall be party walls or fences

(ii) any other walls or fences shall be and remain the property of the Lessee

(4) No breach which may hereafter be made in any of the covenants by the Lessee herein contained nor any right of entry by reason of any such breach shall be or be deemed to be waived or prejudicially affected by any subsequent acceptance of rent or act or thing whatsoever other than a release of such breach or right of entry under the seal of the Landlord

6. IF the Rent or any part thereof shall remain unpaid for Twenty-one days after becoming payable (whether formally demanded or not) or if any covenant on the Lessees part herein contained shall not be performed or observed the Landlord may at any time thereafter re-enter upon the Property or any part thereof and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any arrears of Rent or any breach of covenant PROVIDED always that the right of re-entry and forfeiture hereby granted shall not become exercisable unless notice specifying the breach or breaches is first served by the Landlord upon any Mortgagee under any subsisting Mortgage of which notice shall have been given to the Landlord pursuant to the provisions in that behalf hereinafter contained and default shall have been made by such Mortgagee in making good the breach or breaches so specified for twenty-eight days after service upon him of such notice

IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration (other than rent) exceeds the sum of £25,000.00 IN WITNESS whereof the Landlord has hereunto caused its Common Seal to be affixed and the Lessee has hereunto set his hand and seal the day and year first above written

THE FIRST SCHEDULE

PART 1

RIGHTS granted to the Lessee (in common with the Landlord and all others having the like rights)

1. The right to support and shelter from the other parts of the Block
2. The right to maintain roof eaves gutters and pipes overhanging any adjoining site if so constructed by the Landlord
3. The free passage and running of water soil gas electricity fumes telephonic and television signals through all sewers drains pipes flues wires or cables and ancillary equipment now or at any time hereafter within eighty years from the date hereof to be laid or constructed on the Estate which shall serve the Property and passing over or under or through the Block or any other part of the Estate together with all necessary rights of entry for the purpose of inspecting cleansing constructing repairing or renewing the said conducting media the person exercising such rights doing no unnecessary damage and making good any damage thereby caused and paying a due proportion of the cost of maintaining such conducting media intended to be used in common

3.(b) To replace any trees planted by the Landlord on the Property pursuant to a requirement of the Planning Authority and which die within five years of the date of planting and to maintain repair and rebuild as necessary any fences constructed by the Landlord to divide or screen the Property from land which does not form part of the curtilage of any neighbouring dwelling

4. To allow the Landlord and its Agents with or without workmen and others as often as the Landlord considers necessary during the residue of the Term at reasonable hours in the daytime to enter upon and view the Property and if upon any such view any defect shall be found for which the Lessee is liable the Lessee shall supply and make it good and if the Lessee shall not do so within two calendar months next after written notice thereof it shall be lawful for the Landlord to enter upon the Property and to remedy and make good such defect and the cost thereof shall be a debt due from the Lessee to the Landlord and shall be forthwith recoverable by action

5. To insure and keep insured during the residue of the Term against loss or damage by fire aircraft or things falling therefrom all buildings for the time being on the Property to the full value thereof (such value to be determined from time to time by the Landlord) in the joint names of the Landlord and the Lessee with or without any other name through the Landlords Agency with the Commercial Union Assurance Company Limited or with some other Fire Insurance Office to be selected from time to time by the Landlord and on demand to produce to the Landlord the Policy of such Insurance and the receipts for the premium and other sums payable in respect thereof and to cause all money received by virtue of such Insurance to be paid out forthwith in or towards reinstating the said buildings and to make up any deficiency out of his own money PROVIDED ALWAYS that if the Lessee shall at any time fail to effect or maintain such Insurance as aforesaid the Landlord may (without prejudice to the power of re-entry contained in this Lease) effect or maintain such insurance and any monies expended by the Landlord for that purpose shall be repayable by the Lessee on demand and recoverable by action in the same manner as rent in arrear AND PROVIDED FURTHER that if the Lessee should execute a legal mortgage or Legal Charge of the Property in favour of a Building Society incorporated under the Building Societies Acts a Clearing Bank or an Insurance Company and such Society Bank or Insurance Company shall require the insurance to be effected through some Insurance Office other than the Commercial Union Assurance Company Limited (or such other insurance office as the Landlord may at that time have selected) the Lessee may to such value and in such joint names as aforesaid effect the insurance with such insurance office and through such agency as such Society Bank or Insurance Company shall require and any insurance so effected shall throughout the duration of such Mortgage or Charge be deemed to be a sufficient compliance with the terms of this covenant so long as the Lessee shall keep the same in force pursuant to the terms hereof and shall in all other aspects comply with the provisions of this covenant

6. Within one calendar month after any transfer assignment (whether absolute or not) assent sub-demise or mortgage (whether by demise or by way of legal charge) or devolution of his interest in the Property or any part thereof (including the discharge of any Mortgage or Charge whether by re-assignment or receipt) to give notice in writing to the Landlord's Solicitors thereof and of the name and address of the person thereby becoming entitled to

any estate or interest in the Property or any part thereof and to produce to the Landlord's Solicitors the relevant instrument (including a Grant of Probate or Letters of Administration or Death Certificate) evidencing such devolution and to pay to them their reasonable fee for the registration of such notice together with Value Added Tax thereon

7. Not without the previous written consent of the Landlord (such consent not to be unreasonably withheld in any case where (a) the Landlord is able to obtain any consents required to be obtained by it (the Lessee paying to the Landlord any expense incurred by it in or about the obtaining or granting of such consent) and (b) the Lessee has obtained any consent or approval required by statute) to make any addition or structural alteration to the flat or any other building erected on the Property or to erect any other building or structure upon the same

8. To observe and perform any planning conditions affecting the Property and any covenants referred to in the registers of the above mentioned title so far as the same relate to or affect the Property and to indemnify the Landlord against all actions proceedings costs claims or demands in respect of any future breach non observance or non performance thereof

9. To pay all costs charges and expenses (including Solicitors costs and Surveyors fees) incurred by the Landlord for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court and to pay to the Landlord a reasonable fee in respect of any application by the Lessee for waiver of any covenant or for approval of drawings or alterations or additions to the Property or other consent or approval whether or not such application shall be granted or refused such fee to be paid to the Landlord before the application shall be considered

10. To perform and observe all the obligations which the Landlord as the owner of the freehold reversion to the Property may be liable to perform or observe during the residue of the Term by virtue of any Act of Parliament or of any direction or requirement by a competent authority and to deliver to the Landlord a copy of a Notice Order Requisition Direction or other thing served by any competent authority in respect of the Property

11. At the expiration or sooner determination of the Term to deliver up the Property to the Landlord with all buildings additions and fixtures in good and tenantable repair order and condition

PART II

COVENANTS BY THE LESSEE WITH THE LANDLORD AND WITH AND FOR THE BENEFIT OF THE OWNERS AND LESSEES OF OTHER PARTS OF THE BLOCK

1. (a) Not to erect any fence wall or other structure on the front boundary of the Garden or on that part of the boundary between the Garden and any adjoining garden in front of the building line except such as may be erected at the date hereof and no trees or plants shall be allowed to grow to such a height as will obstruct the sight lines at any road junction

(b) Not to alter or heighten any of the walls or fences without the Landlords written consent nor to paint the same or any part thereof

2. Not to use the Property or any part thereof or suffer the same to be used for any trade business or manufacture and in particular not to use or suffer to be used:-
 - (a) The Flat otherwise than a residential flat for the use of one family at a time
 - (b) The Garden otherwise than as a garden
 - (c) The Parking Space otherwise than as a space for parking a private motor car
3. Not to obstruct any forecourt of or private access drive to the Parking Space so as to prevent others using the same and not to use the area otherwise than for that purpose
4. Not to sell or dispose of any earth clay gravel or sand from the Property or permit the same to be moved or make any excavation other than in normal course of such building operations as may have been permitted by the Landlord
5. Not to use or suffer the Property or any part thereof to be used for the breeding of any poultry birds or animals and not to keep on the Property any poultry birds or animals other than domestic pets
6. Not to exhibit or suffer to be exhibited on or from the Property or any part thereof or any buildings thereon any advertisement poster or signboard (except sale or to let notices) and not to hang display or leave out washing in the front garden
7. Not to permit the Property and any unbuilt on part including forecourts drives and pathways to be otherwise than in a clean and tidy condition free from noxious weeds deposits or rubbish and not to bring or keep or suffer to be brought or kept upon the Property or any part thereof anything which is or may become in the opinion of the Landlord untidy unclean, unsightly or in any way detrimental to the amenity of the Block or the Estate or adjoining property and in particular to maintain the Garden in a neat and tidy condition and to keep the lawns neatly cut
8. Not to do or suffer to be done upon the Property or any part thereof anything which may be or become an annoyance nuisance damage or disturbance to the Landlord or its Lessees or the neighbourhood or which may give rise to a public or private nuisance or whereby any insurance for the time being effective on the Property or the Block may be rendered void or voidable or in anywise affected
9. Not to erect any hut or shed or to allow any caravan or boat to stand upon the Property or any part thereof

THE COMMON SEAL of the
LANDLORD was hereunto affixed
in the presence of:-

Director
Secretary

[Signature]
H. C. Gardner

SIGNED SEALED AND DELIVERED
by the LESSEE in the presence
of:-

Witness
Address

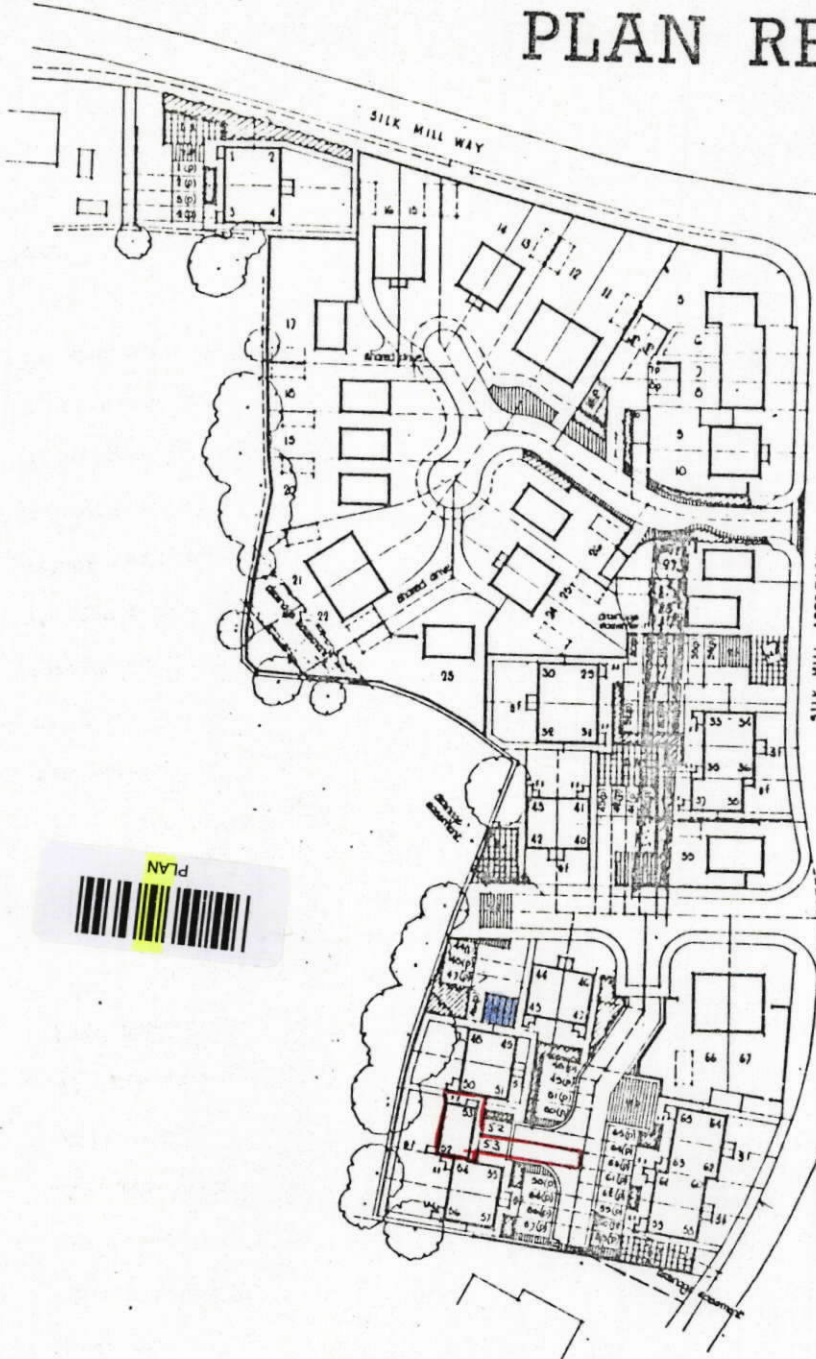
Occupation

[Signature]
W. C. [unclear]
W. C. [unclear]

A. C. Ober
W. C. [unclear]



PLAN REFERRED TO



⑤
N. C. Poch
[Handwritten signature and arrow pointing to the plan]

A. C. Olsen
[Handwritten signature]

SCALE 1/1200

Energy performance certificate (EPC)

26 Walesby Court LEEDS LS16 6RX	Energy rating D	Valid until: 28 September 2032 Certificate number: 8000-3660-0822-7220-3123
---------------------------------------	---------------------------	--

Property type	Mid-floor flat
Total floor area	35 square metres

Rules on letting this property

Properties can be let if they have an energy rating from A to E.

You can read [guidance for landlords on the regulations and exemptions](https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance) (<https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance>).

Energy efficiency rating for this property

This property’s current energy rating is D. It has the potential to be D.

[See how to improve this property’s energy performance.](#)

Score	Energy rating	Current	Potential
92+	A		
81-91	B		
69-80	C		
55-68	D	62 D	66 D
39-54	E		
21-38	F		
1-20	G		

The graph shows this property’s current and potential energy efficiency.

Properties are given a rating from A (most efficient) to G (least efficient).

Properties are also given a score. The higher the number the lower your fuel bills are likely to be.

For properties in England and Wales:

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

Breakdown of property's energy performance

This section shows the energy performance for features of this property. The assessment does not consider the condition of a feature and how well it is working.

Each feature is assessed as one of the following:

- very good (most efficient)
- good
- average
- poor
- very poor (least efficient)

When the description says “assumed”, it means that the feature could not be inspected and an assumption has been made based on the property's age and type.

Feature	Description	Rating
Wall	Cavity wall, as built, partial insulation (assumed)	Average
Roof	Pitched, 200 mm loft insulation	Good
Window	Fully double glazed	Average
Main heating	Boiler and radiators, mains gas	Good
Main heating control	Programmer, room thermostat and TRVs	Good
Hot water	Gas boiler/circulator, no cylinder thermostat	Poor
Lighting	Low energy lighting in 50% of fixed outlets	Good
Floor	(another dwelling below)	N/A
Secondary heating	None	N/A

Primary energy use

The primary energy use for this property per year is 375 kilowatt hours per square metre (kWh/m²).

Additional information

Additional information about this property:

- Cavity fill is recommended

Environmental impact of this property

This property produces 2.3 tonnes of CO₂

This property's current environmental impact rating is D. It has the potential to be D.

This property's potential production 2.1 tonnes of CO₂

Properties are rated in a scale from A to G based on how much carbon dioxide (CO₂) they produce.

By making the [recommended changes](#), you could reduce this property's CO₂ emissions by 0.2 tonnes per year. This will help to protect the environment.

Properties with an A rating produce less CO₂ than G rated properties.

Environmental impact ratings are based on assumptions about average occupancy and energy use. They may not reflect how energy is consumed by the people living at the property.

An average household produces 6 tonnes of CO₂

Improve this property's energy performance

By following our step by step recommendations you could reduce this property's energy use and potentially save money.

Carrying out these changes in order will improve the property's energy rating and score from D (62) to D (66).

Step	Typical installation cost	Typical yearly saving
1. Cavity wall insulation	£500 - £1,500	£38
2. Low energy lighting	£15	£17

Paying for energy improvements

You might be able to get a grant from the [Boiler Upgrade Scheme \(https://www.gov.uk/guidance/check-if-you-may-be-eligible-for-the-boiler-upgrade-scheme-from-april-2022\)](https://www.gov.uk/guidance/check-if-you-may-be-eligible-for-the-boiler-upgrade-scheme-from-april-2022). This will help you buy a more efficient, low carbon heating system for this property.

[Find energy grants and ways to save energy in your home \(https://www.gov.uk/improve-energy-efficiency\)](https://www.gov.uk/improve-energy-efficiency).

Estimated energy use and potential savings

Estimated yearly energy cost for this property	£549
--	------

Potential saving	£55
------------------	-----

The estimated cost shows how much the average household would spend in this property for heating, lighting and hot water. It is not based on how energy is used by the people living at the property.

The potential saving shows how much money you could save if you [complete each recommended step in order](#).

For advice on how to reduce your energy bills visit [Simple Energy Advice](#) (<https://www.gov.uk/improve-energy-efficiency>).

Heating use in this property

Heating a property usually makes up the majority of energy costs.

Estimated energy used to heat this property

Type of heating	Estimated energy used
-----------------	-----------------------

Space heating	2307 kWh per year
---------------	-------------------

Water heating	4699 kWh per year
---------------	-------------------

Potential energy savings by installing insulation

Type of insulation	Amount of energy saved
--------------------	------------------------

Cavity wall insulation	910 kWh per year
------------------------	------------------

Contacting the assessor and accreditation scheme

This EPC was created by a qualified energy assessor.

If you are unhappy about your property's energy assessment or certificate, you can complain to the assessor directly.

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

Accreditation schemes are appointed by the government to ensure that assessors are qualified to carry out EPC assessments.

Assessor contact details

Assessor's name	George Smith
Telephone	0113 239 0012
Email	horsforth@hardistyandco.com

Accreditation scheme contact details

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor ID	EES/026986
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

Assessment details

Assessor's declaration	No related party
Date of assessment	26 September 2022
Date of certificate	29 September 2022
Type of assessment	RdSAP

Law Society Fittings and Contents Form (3rd edition)

Address of the property

26 Walesby Court
LEEDS

Postcode LS16 6RX

Full names of the seller

Brenda Milnes & Geoffrey John Milnes

Seller's solicitor

Name of solicitor's firm

Apex Law

Address

Apex Law
The Roundhead Suite, The Barracks Business Centre, Wakefield Road
PONTEFRAC
West Yorkshire
WF8 4HH

Email

athia@apexlaw.co.uk

Reference number

About this form

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

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

Definitions

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



Instructions to the seller and the buyer

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

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

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

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

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

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

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

1 Basic fittings

	Included	Excluded	None	Price	Comments
Boiler/immersion heater	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Radiators/wall heaters	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Night-storage heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Free-standing heaters	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Gas fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Electric fires (with surround)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Light switches	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Roof insulation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Window fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Window shutters/grilles	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Internal door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
External door fittings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Doorbell/chime	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Burglar alarm	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

2 Kitchen

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

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Extractor hood	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Oven/grill	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Cooker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Microwave	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Refrigerator/fridge-freezer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Freezer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dishwasher	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Tumble-dryer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Washing machine	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other items (please specify)</i>							
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower fitting for bath	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Shower curtain	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	Glass screen
Bathroom cabinet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Taps	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Separate shower and fittings	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Towel rail	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Soap/toothbrush holders	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Toilet roll holders	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bathroom mirror	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>

4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	Cushionfloor
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
Bathroom	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	Lino
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
Curtains/blinds					
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
Bathroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

6 Light fittings

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

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<i>Other rooms (please specify)</i>					
Bathroom	<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="text"/>	<input type="text"/>

7 Fitted units

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

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Living room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Dining room	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Kitchen	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 1	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 2	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Bedroom 3	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			

8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Garden ornaments	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Trees, plants, shrubs	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Barbecue	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Dustbins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
Garden shed	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Greenhouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Outdoor heater	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Outside lights	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Water butt	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Clothes line	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Rotary line	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
<i>Other items (please specify)</i>					
Outside understairs store cupboard	<input checked="" type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			
	<input type="checkbox"/>	<input type="checkbox"/>			

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Television aerial	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
Radio aerial	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Satellite dish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Wood	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>
Liquefied Petroleum Gas (LPG)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="text"/>	<input type="text"/>

11 Other items

	Included	Excluded	Price	Comments
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/>	<input type="text"/>

Signed:  BRENDA MILNES - 26/09/2022 17:13 - Signed by Hoowla e-signature Dated: _____
 Signed:  GEOFFREY JOHN MILNES - 26/09/2022 17:13 - Signed by Hoowla e-signature Dated: _____

Each seller should sign this form.

The Law Society is the representative body for solicitors in England and Wales.

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

**Address of the
property**

26 Walesby Court
LEEDS

Postcode

**Full names of
the seller**

Brenda Milnes & Geoffrey John Milnes

Seller's solicitor
Name of solicitor's firm

Apex Law

Address

Apex Law
The Roundhead Suite, The Barracks Business Centre, Wakefield Road
PONTEFRAC T
West Yorkshire
WF8 4HH

Email

athia@apexlaw.co.uk

Reference number

About this form

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

Definitions

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

Instructions to the seller

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

Instructions to the buyer

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

1. Boundaries

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

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

(a) on the left?

☐

Seller

☐

Shared

☐

Neighbour

☒

Not known

(b) on the right?

☐

Seller

☐

Shared

☐

Neighbour

☒

Not known

(c) at the rear?

☐

Seller

☐

Shared

☐

Neighbour

☒

Not known

(d) at the front?

☐

Seller

☐

Shared

☐

Neighbour

☒

Not known

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

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

☐

Yes

☒

No

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

☐

Yes

☒

No

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

☐ Yes ☒ No

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

☐ Yes ☒ No
☐ Enclosed ☐ To follow

2. Disputes and complaints

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

☐ Yes ☒ No

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

☐ Yes ☒ No

3. Notices and proposals

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

☐ Yes ☒ No

3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby?

If Yes, please give details:

☐ Yes ☒ No

4. Alterations, planning and building control

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

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

<http://www.gov.uk/government/organisations/valuation-office-agency>

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No
 Year

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

☐ Yes ☐ No
 Year

(d) Addition of a conservatory

☐ Yes ☒ No
 Year

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

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

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

Not Known if windows have been replaced or not

Further information about permitted development can be found at:

<https://www.planningportal.co.uk/info/200126/applications>

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

4.6 Have solar panels been installed?

☐ Yes ☒ No

If Yes:

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

Year

(b) Are the solar panels owned outright?

☐ Yes ☐ No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents e.g. copies of electricity bills for feed in tariffs.

☐ Yes ☐ No
☐ Enclosed ☐ To follow

4.7 Is the property or any part of it:

(a) a listed building?

☐ Yes ☒ No
☐ Not known

(b) in a conservation area?

☐ Yes ☐ No
☒ Not known

If Yes, please supply copies of any relevant documents.

☐ Enclosed ☐ To follow

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

If Yes:

☐ Yes ☐ No
☒ Not known

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

☐ Yes ☐ No
☐ Not known

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

☐ Enclosed ☐ To follow

5. Guarantees and warranties

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

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

5.1 Does the property benefit from any of the following guarantees or warranties?

If Yes, please supply a copy.

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

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(b) Damp proofing

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(c) Timber treatment

☐ Yes ☒ No
☐ Enclosed ☐ To follow

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

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(e) Electrical work

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(f) Roofing

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(g) Central heating

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input checked="" type="checkbox"/> To follow

(h) Underpinning

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

(i) Other (please state):

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

--

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

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

Boiler is under 5 year warranty for breakdown and repair, a fault had to be rectified by Vokera under the warranty in approx October 2021. Bioler was installed in April 2020

6. Insurance

6.1 Does the seller insure the property?

<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
---	-----------------------------

6.2 If not, why not?

--

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

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

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

(a) subject to an abnormal rise in premiums?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

(b) subject to high excesses?

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
------------------------------	--

(c) subject to unusual conditions?

☐ Yes ☒ No

(d) refused?

☐ Yes ☒ No

If Yes, please give details:

6.5 Has the seller made any buildings insurance claims?

If Yes, please give details:

☐ Yes ☒ No

7. Environmental matters

Flooding

Note: Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur. Further information about flooding can be found at:

www.gov.uk/government/organisations/department-for-environment-food-rural-affairs.

The flood risk check can be found at: www.gov.uk/check-flood-risk.

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

7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded?

If Yes, please state when the flooding occurred and identify the parts that flooded:

☐ Yes ☒ No

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

7.2 What type of flooding occurred?

(a) Ground water

☐ Yes ☐ No

(b) Sewer flooding

☐ Yes ☐ No

(c) Surface water

☐ Yes ☐ No

(d) Coastal flooding

☐ Yes ☐ No

(e) River flooding

☐ Yes ☐ No

(f) Other (please state):

7.3 Has a Flood Risk Report been prepared?
If Yes, please supply a copy.

☐ Yes ☒ No
☐ Enclosed ☐ To follow

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

Radon

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

7.4 Has a Radon test been carried out on the property?

☐ Yes ☒ No

If Yes:

(a) please supply a copy of the report

☐ Enclosed ☐ To follow

(b) was the test result below the 'recommended action level'?

☐ Yes ☐ No

7.5 Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?

☐ Yes ☐ No
☐ Not known

Energy efficiency

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

7.6 Please supply a copy of the EPC for the property.

☐ Enclosed ☒ To follow
☐ Already supplied

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

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

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

Japanese knotweed

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

7.8 Is the property affected by Japanese knotweed?

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

<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<input type="checkbox"/> Not known	

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not known	
<input type="checkbox"/> Enclosed	<input type="checkbox"/> To follow

8. Rights and informal arrangements

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

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

Not Known

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

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

Not Known

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

☐ Yes ☒ No

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

(a) Rights of light

☐ Yes ☐ No

(b) Rights of support from adjoining properties

☐ Yes ☐ No

(c) Customary rights (e.g. rights deriving from local traditions)

☐ Yes ☐ No

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

(a) Other people's rights to mines and minerals under the land

☐ Yes ☐ No

(b) Chancel repair liability

☐ Yes ☐ No

(c) Other people's rights to take things from the land (such as timber, hay or fish)

☐ Yes ☐ No

If Yes, please give details:

Not Known

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

☐ Yes ☐ No

Not Known

Services crossing the property or neighbouring property

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

☐ Yes ☐ No
☒ Not known

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

☐ Yes ☐ No
☒ Not known

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

☐ Yes ☐ No
☒ Not known

If Yes, please supply a copy or give details:

☐ Enclosed ☐ To follow

9. Parking

9.1 What are the parking arrangements at the property?

Private parking space adjacent to front door, clearly numbered

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

☐ Yes ☒ No
☐ Not known

10. Other charges

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

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

☐ Yes ☐ No

Underlet fee is underletting, £90 per year .

11. Occupiers

11.1 Does the seller live at the property?

☐ Yes ☒ No

11.2 Does anyone else, aged 17 or over, live at the property?

☐ Yes ☒ No

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

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

11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?

☐ Yes ☐ No

11.5 Is the property being sold with vacant possession?

☐ Yes ☐ No

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

(a) agreed to leave prior to completion?

☐ Yes ☐ No

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

☐ Yes ☐ No
☐ Enclosed ☐ To follow

12. Services

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

Electricity

12.1 Has the whole or any part of the electrical installation been tested by a qualified and registered electrician?

☒ Yes ☐ No

If Yes, please state the year it was tested and provide a copy of the test certificate.

2020 Year
☐ Enclosed ☐ To follow

12.2 Has the property been rewired or had any electrical installation work carried out since 1 January 2005?

☒ Yes ☐ No
☐ Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate

☐ Enclosed ☒ To follow

(b) the installer's Building Regulations Compliance Certificate

☐ Enclosed ☐ To follow

(c) the Building Control Completion Certificate

☐ Enclosed ☐ To follow

Central heating

12.3 Does the property have a central heating system?

☒ Yes ☐ No

If Yes:

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

gas

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form.

April 2020 Date

☐ Not known

☐ Enclosed ☒ To follow

(c) Is the heating system in good working order?

☒ Yes ☐ No

(d) In what year was the heating system last serviced/maintained? Please supply a copy of the inspection report.

March 2022 Year

☐ Not known

☐ Enclosed ☒ To follow

☐ Not available

Drainage and sewerage

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

12.4 Is the property connected to mains:

(a) foul water drainage?

☒ Yes ☐ No ☐ Not known

(b) surface water drainage?

☐ Yes ☐ No ☒ Not known

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

12.5 Is sewerage for the property provided by:

(a) a septic tank?

☐ Yes ☒ No

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

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

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

12.5.1 When was the septic tank last replaced or upgraded?

Month
Year

(b) a sewage treatment plant?

☐ Yes ☐ No

(c) cesspool?

☐ Yes ☐ No

**12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties?
If Yes, how many properties share the system?**

☐ Yes ☐ No
 Properties share

12.7 When was the system last emptied?

Year

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

Year

12.9 When was the system installed?

Year

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

**12.10 Is any part of the septic tank, sewage treatment plant (including any soakaway or outfall) or cesspool, or the access to it, outside the boundary of the property?
If Yes, please supply a plan showing the location of the system and how access is obtained.**

☐ Yes ☐ No
☐ Enclosed ☐ To follow

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

13. Connection to utilities and services

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

Mains electricity

☒ Yes ☐ No

Provider's name

Bulb

Location of meter

Outside front door

Mains gas

☐ Yes ☐ No

Provider's name

Bulb

Location of meter

Outside front door

Mains water

☒ Yes ☐ No

Provider's name

Yorkshire Water

Location of stopcock

In cupboard under sink to the right

Location of meter, if any

Out near parking area

Mains sewerage

☒ Yes ☐ No

Provider's name

Yorkshire Water

Telephone

☐ Yes ☒ No

Provider's name

Cable

☐ Yes ☒ No

Provider's name

14. Transaction information

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☐ No
☒ No mortgage

14.4 Will the seller ensure that:

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

Signed: 

Dated:

BRENDA MILNES - 26/09/2022 17:44 - Signed by Hoowla e-signature

Signed: 

Dated:

GEOFFREY JOHN MILNES - 26/09/2022 17:44 - Signed by Hoowla e-signature

Each seller should sign this form.



The Law
Society

The Law Society is the representative body for solicitors in England and Wales.

Address of the property

26 Walesby Court
LEEDS

Postcode L S 1 6 6 R X

Full names of the seller

Brenda Milnes & Geoffrey John Milnes

Seller's solicitor

Name of solicitors firm

Apex Law

Address

Apex Law
The Roundhead Suite, The Barracks Business Centre, Wakefield Road
Wakefield Road
Pontefract
West Yorkshire
WF8 4HH

Email

athia@apexlaw.co.uk

Reference number

Definitions

- 'Seller' means all sellers together where the property is owned by more than one person
- 'Buyer' means all buyers together where the property is being bought by more than one person
- 'Property' means the leasehold property being sold
- 'Building' means the building containing the property
- 'Neighbour' means those occupying flats in the building

Instructions to the seller

The seller should provide all relevant documentation relating to the lease when they return this completed form to their solicitor. This may include documents given to the seller when they purchased the property, or documents subsequently given to the seller by those managing the property.

Instructions to the seller and the buyer

Please read the notes on *TA6 Property Information Form*



1 The property

1.1 What type of leasehold property does the seller own? ('Flat' includes maisonette and apartment).

- ☒ Flat
☐ Shared ownership
☐ Long leasehold house

1.2 Does the seller pay rent for the property? If Yes:

☒ Yes ☐ No

(a) How much is the current yearly rent?

395.31 £

(b) How regularly is the rent paid (e.g. yearly)?

Yearly Payments

2 Relevant documents

2.1 Please supply a copy of:

(a) the lease and any supplemental deeds

☐ Enclosed ☒ To follow
☐ Already supplied

(b) any regulations made by the landlord or by the tenants' management company additional to those in the lease

☐ Enclosed ☐ To follow
☒ Not applicable

2.2 Please supply a copy of any correspondence from the landlord, the management company and the managing agent.

☐ Enclosed ☒ To follow

2.3 Please supply a copy of any invoices or demands and any statements and receipts for the payment of:

(a) maintenance or service charges for the last three years

☐ Enclosed ☐ To follow
☒ Not applicable

(b) ground rent for the last three years

☐ Enclosed ☒ To follow
☐ Not applicable

2.4 Please supply a copy of the buildings insurance policy:

(a) arranged by the seller and a receipt for payment of the last premium, **or**

☐ Enclosed ☒ To follow

(b) arranged by the landlord or management company and the schedule for the current year

☐ Enclosed ☐ To follow

2.5 Have the tenants formed a management company to manage the building? If Yes, please supply a copy of:

☐ Yes ☒ No

(a) the Memorandum and Articles of Association

☐ Enclosed ☐ To follow

(b) the share or membership certificate

☐ Enclosed ☐ To follow

(b) the company accounts for the past three years

☐ Enclosed ☐ To follow

3 Management of the building

3.1 Does the landlord employ a managing agent to collect rent or manage the building?

☒ Yes ☐ No

3.2 Has any management company formed by the tenants been dissolved or struck off the register at Companies House?

☐ Yes ☒ No
☐ Not known

3.3 Do the tenants pass day to day responsibility for the management of the building to managing agents?

☐ Yes ☐ No

4 Contact details

4.1 Please supply contact details for the following, where appropriate. (The landlord may be, for example, a private individual, a housing association, or a management company owned by the residents. A managing agent may be employed by the landlord or by the tenants' management company to collect the rent and/or manage the building.)

Landlord

Name

Cavernlodge Ltd

Address

24 Queen Anne St
London
W1G 9AX

Tel

Email

Managing agent contracted by the landlord

Simarc

Building 4 Imperial Place
Elstree Way
Boreham Wood
Herts
WD6 1JN

02082386380

mailbox@simarc.co.uk

Managing agent contracted by the tenants' management company

Name

Address

Tel

Email

5 Maintenance and service charges

5.1 Who is responsible for arranging the buildings insurance on the property?

- ☒ Seller
☐ Management company
☐ Landlord

5.2 In what year was the outside of the building last decorated?

N/A Year ☐ Not known

5.3 In what year were any internal communal parts last decorated?

N/A Year ☐ Not known

5.4 Does the seller contribute to the cost of maintaining the building?

☒ Yes ☐ No

If No to question 5.4, please continue to section 6 'Notices' and do not answer questions 5.5–5.9 below.

5.5 Does the seller know of any expense (e.g. the cost of redecoration of outside or communal areas not usually incurred annually) likely to be shown in the service charge accounts within the next three years? If Yes, please give details:

☐ Yes ☐ No

There are no service charges or communal areas, each flat has its own front door on the outside of the building. The building is brick and therefore there is no external decoration apart from the front door which was decorated 2 years ago. Each flat is responsible for their own front door.

5.6 Does the seller know of any problems in the last three years regarding the level of service charges or with the management? If Yes, please give details:

☐ Yes ☐ No

N/A

5.7 Has the seller challenged the service charge or any expense in the last three years? If Yes, please give details:

☐ Yes ☐ No

N/A

5.8 Is the seller aware of any difficulties encountered in collecting the service charges from other flat owners? If Yes, please give details:

☐ Yes ☐ No

N/A

5.9 Does the seller owe any service charges, rent, insurance premium or other financial contribution? If Yes, please give details:

☐ Yes ☒ No

6 Notices

Note: A notice may be in a printed form or in the form of a letter.

6.1 Has the seller received a notice that the landlord wants to sell the building? If Yes, please supply a copy.

☐ Yes ☒ No
☐ Enclosed ☐ To follow
☐ Lost

6.2 Has the seller received any other notice about the building, its use, its condition or its repair and maintenance? If Yes, please supply a copy.

☐ Yes ☒ No
☐ Enclosed ☐ To follow
☐ Lost

7 Consents

Note: A consent may be given in a formal document, a letter or orally.

7.1 Is the seller aware of any changes in the terms of the lease or of the landlord giving any consents under the lease? If Yes, please supply a copy or, if not in writing, please give details:

☐ Yes ☒ No
☐ Enclosed ☐ To follow
☐ Lost

8 Complaints

8.1 Has the seller received any complaint from the landlord, the management company or any neighbour about anything the seller has or has not done? If Yes, please give details:

☐ Yes ☒ No

8.2 Has the seller complained or had cause to complain to or about the landlord, the management company, or any neighbour? If Yes, please give details:

☐ Yes ☒ No

9 Alterations

9.1 Is the seller aware of any alterations having been made to the property since the lease was originally granted?

☐ Yes ☒ No

If No, please go to section 10 'Enfranchisement' and do not answer 9.2 and 9.3 below.

9.2 Please give details of these alterations:

9.3 Was the landlord's consent for the alterations obtained?
If Yes, please supply a copy.

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

10 Enfranchisement

Note: 'Enfranchisement' is the right of a tenant to purchase the freehold from their landlord and the right of the tenant to extend the term of the lease.

10.1 Has the seller owned the property for at least two years?

☒ Yes ☐ No

10.2 Has the seller served on the landlord a formal notice stating the seller's wish to buy the freehold or be granted an extended lease? If Yes, please supply a copy.

☐ Yes ☒ No
☐ Enclosed ☐ To follow
☐ Lost

10.3 Is the seller aware of the service of any notice relating to the possible collective purchase of the freehold of the building or part of it by a group of tenants? If Yes, please supply a copy.


☐ Yes ☒ No
☐ Enclosed ☐ To follow
☐ Lost

10.4 Is the seller aware of any response to a notice disclosed in replies to 10.2 and 10.3 above? If Yes, please supply a copy.

☐ Yes ☒ No
☐ Enclosed ☐ To follow
☐ Lost

Signed: 
BRENDA MILNES - 26/09/2022 16:59 - Signed by Hoowla e-signature

Dated:

Each seller's signature signem: 
GEOFFREY JOHN MILNES - 26/09/2022 16:59 - Signed by Hoowla e-signature



The Law Society

6 of 6

TA7




This form is part of the Law Society's TransAction scheme.
The Law Society is the representative body for solicitors in England and Wales.

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

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

26 Walesby Court
LEEDS
Leeds
LS16 6RX

Catchment Area

Yorkshire Water Services Ltd
PO Box 52
Bradford
BD3 7YD

Report Reference

12267883

Customer Reference

NSNFAPA - Milnes - 26, Walesby Court

Search Date

29 September 2022

Requested By

ASAP

Search Conducted by

Andrew Chong

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

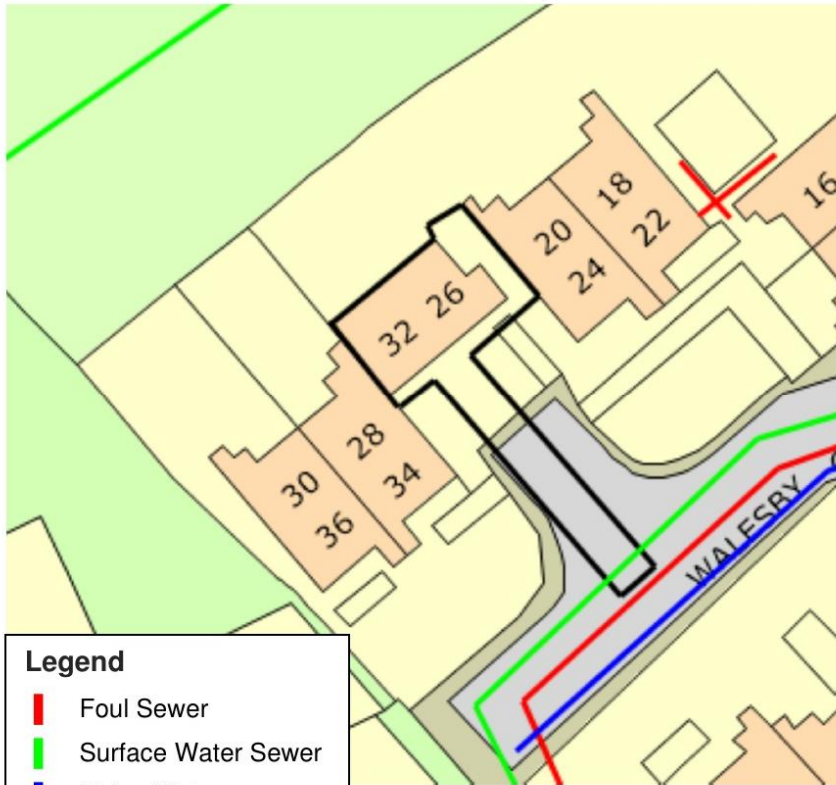
YES





Drainage and Water Asset Plan

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



THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY

Land Registry Plans are Crown Copyright, reproduced with the permission of Land Registry under delegated authority from the Controller of HMSO.





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 **Andrew Chong**.

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

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- 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.