



AUCTION PACK
For
11 Albion Road
Bradford
BD10 9PY

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

Summary of Key terms and Details of the Parties

Property Details and the Reservation Fee

Date of Reservation _____

Property Address ("the Property") _____

_____ Postcode _____

Purchase Price _____

Reservation Fee (payable to Auctioneer) _____

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

Seller (the legal owner of the Property) Buyer(s) _____

Details

Name(s) of the Buyer(s) _____

Address _____

_____ Postcode _____

Telephone Number _____

Mobile Telephone Number _____

E-mail _____

Date of Birth _____

Buyer's Solicitors Details Solicitor Name Contact _____

Name _____ Telephone _____

Address _____

_____ Postcode _____

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

Seller's Solicitors Details: Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

Postcode _____

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

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

IT IS AGREED

1. Payment of Reservation Fee

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

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

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

On Behalf of the Buyer(s):

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

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

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

Signed:

PRINT:

Date:

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

3. Buyer's Obligations

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

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

4. Termination

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

5. Incorporation of the Conditional Auction Terms and Conditions and Special Conditions

The Buyer(s) confirm that they have read and agree with the terms and conditions of this Agreement along with the Conditional Auction Terms and Conditions and Special Conditions, included within the Buyer Information Pack and attached to this Agreement.

6. Auctioneer's Position

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

7. Waiver

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

8. Assignment and other dealings prohibited

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

9. Costs

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

10. General

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

11. Notices

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

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

11. Notices

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

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

14. Governing Law

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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

On Behalf of the Buyer:

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

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

PRINT: _____ *PRINT:* _____

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

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

CONDITIONAL AUCTION TERMS AND CONDITIONS

Introduction

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

There are three sections:

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

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

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

Important Notice

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

- Read these Conditional Auction Terms and Conditions and the Buying section of the Auctioneer's Website
- Check the Buyer Information Pack including the Special Conditions for the Property
- Take advice from professionals such as a conveyancer, a financial advisor, or a surveyor where appropriate.
- Have finance available for the Purchase Price, the Reservation Fee, and any additional fees stated in the Special Conditions

These Conditions assume that a Buyer has acted as a prudent Buyer, and bidding without doing so is at your own risk.

CONTENTS

CONTENTS 2

Glossary 3

Auction Conduct Conditions 8

A1 Introduction 8

A2 OUR role 8

A3 Bidding and reserve PRICES 9

A4 The BUYER INFORMATION PACK and other information 9

A5 The RESERVATION AGREEMENT 10

A6 Extra Auction Conduct Conditions 10

Reservation Conditions 12

R1 Introduction 12

R2 Payment of RESERVATION FEE 12

R3 Grant of exclusivity for Reservation Period and Seller’s obligations 12

R4 Buyer’s Obligations 13

R5 Termination 14

R6 Incorporation of Conditional Auction Terms and Conditions 15

R7 Auctioneer’s Position 15

R8 Waiver 15

R9 Assignment and other dealings prohibited 16

R10 Costs 16

R11 General 16

R12 Notices 16

R13 Third Party Rights 17

R14 Counterparts 17

R15 Governing Law 17

R16 Jurisdiction 17

Glossary

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

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

Wherever it makes sense:

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

ACTUAL COMPLETION DATE

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

ADDENDUM

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

Approved Financial Institution

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

ARREARS

ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE.

ARREARS Schedule

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

BUYER INFORMATION PACK

The pack of documents relating to the Property.

CATALOGUE

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE

As specified in the CONTRACT.

LOT

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

Old ARREARS

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

ONLINE

On our website.

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

RESERVATION AGREEMENT

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

RESERVATION FEE

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

SALE CONDITIONS

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY Schedule

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

TRANSFER

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

We (and Us and Our)

The AUCTIONEERS.

You (and Your)

Someone who has seen the CATALOGUE or who attends or bids at or otherwise participates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

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

A1 Introduction

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

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

A2 OUR role

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

- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale by conditional AUCTION;
- (c) receive and hold deposits (if applicable);
- (d) sign each RESERVATION AGREEMENT; and
- (e) treat a RESERVATION AGREEMENT as repudiated if the BUYER fails to sign the RESERVATION AGREEMENT or pay a RESERVATION FEE as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

A2.2 OUR decision on the conduct of the AUCTION is final.

A2.3 WE may cancel the AUCTION or alter the order in which LOTS are offered for sale. WE may also combine or divide LOTS. A LOT may be sold or withdrawn from sale prior to the AUCTION.

A2.4 YOU acknowledge that to the extent permitted by law WE owe YOU no duty of care and YOU have no claim against US for any loss.

A2.5 WE may refuse to admit one or more persons to the AUCTION without having to explain why.

A2.6 YOU may not be allowed to bid unless YOU provide such evidence of YOUR identity and other information as WE reasonably require from all bidders.

A3 Bidding and reserve PRICES

A3.1 All bids are to be made in pounds sterling exclusive of VAT.

A3.2 WE may refuse to accept a bid. WE do not have to explain why.

A3.3 If there is a dispute over bidding WE are entitled to resolve it, and OUR decision is final.

A3.4 Unless stated otherwise each LOT is subject to a reserve PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the LOT will be withdrawn from the AUCTION.

A3.5 Where there is a reserve PRICE the SELLER may bid (or ask US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or exceeding the reserve PRICE. YOU accept that it is possible that all bids up to the reserve PRICE are bids made by or on behalf of the SELLER.

A4 The BUYER INFORMATION PACK and other information

A4.1 WE have taken reasonable care to correctly describe each LOT. The BUYER INFORMATION PACK is prepared on information supplied by or on behalf of the SELLER. YOU need to check that the information in the PARTICULARS is correct.

A4.2 If the SPECIAL CONDITIONS do not contain a description of the LOT, or simply refer to the relevant LOT number, you take the risk that the description contained in the PARTICULARS is incomplete or inaccurate, as the PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

A4.3 The PARTICULARS, the BUYER INFORMATION PACK and the SPECIAL CONDITIONS may change prior to the AUCTION and it is YOUR responsibility to check that YOU have the correct versions.

A4.4 If WE provide information, or a copy of a DOCUMENT, WE do so only on the basis that WE are not responsible for the accuracy of that information or DOCUMENT.

A5 The RESERVATION AGREEMENT

A5.1 A successful bid is one WE accept as such (normally on the fall of the hammer). This CONDITION A5 applies to YOU only if YOU make the successful bid for a LOT.

A5.2 YOU are obliged to enter into a RESERVATION AGREEMENT and proceed to purchase the Property at the PRICE YOU bid (plus VAT, if applicable).

A5.3 YOU must before leaving the AUCTION:

- (a) provide all information WE reasonably need from YOU to enable US to complete the RESERVATION AGREEMENT (including proof of your identity if required by US);
- (b) sign the completed RESERVATION AGREEMENT; and
- (c) pay the RESERVATION FEE

A5.4 If YOU do not WE may either

- (a) as agent for the SELLER treat that failure as YOUR repudiation of the RESERVATION AGREEMENT and offer the LOT for sale again: the SELLER may then have a claim against YOU for breach of CONTRACT; or
- (b) sign the RESERVATION AGREEMENT on YOUR behalf.

A5.6 WE may retain the RESERVATION AGREEMENT signed by or on behalf of the SELLER until the RESERVATION FEE has been received in cleared funds.

A5.8 If the BUYER does not comply with its obligations under the RESERVATION AGREEMENT, then YOU are personally liable to proceed with the obligations under the RESERVATION AGREEMENT even if YOU are acting as an agent.

A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

A6 Extra Auction Conduct Conditions

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £5,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit.

Reservation Conditions

R1 Introduction

R1.1 Words in small capitals have the special meanings defined in the Glossary.

R1.2 Where you win a conditional auction for a Property you must sign a RESERVATION AGREEMENT, which is a legally binding contract between the BUYER and SELLER reserving the Property for purchase by the BUYER.

R1.3 These Reservation Conditions provide a summary of the terms of the RESERVATION AGREEMENT between the BUYER and the SELLER.

R2 Payment of RESERVATION FEE

R2.1 On the date of the RESERVATION AGREEMENT the BUYER must pay the RESERVATION FEE to the Auctioneer in the amount detailed in the “Property Details and Reservation Fee” of the RESERVATION AGREEMENT.

R2.2 The RESERVATION FEE is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.

R2.3 The RESERVATION FEE is not refundable to the BUYER unless the SELLER withdraws from the sale during the reservation period. In all other circumstances the BUYER agrees that the RESERVATION FEE shall not be repaid to the Buyer

R3 Grant of exclusivity for Reservation Period and Seller’s obligations

R3.1 Conditional upon payment of the RESERVATION FEE and due execution of the RESERVATION AGREEMENT, the Property shall be reserved to the BUYER for the Reservation Period in which time the BUYER must exchange contracts.

R3.2 In consideration of the payment of the RESERVATION FEE, the SELLER agrees:

- a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period:
- b. During the Reservation period:

- i. Not to encumber or deal with the title to the Property.
 - ii. Not to send, instruct, or allow anyone else to send any contract for sale of the Property to anyone other than the BUYER's Solicitors;
 - iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the BUYER or the BUYER's mortgagee for the purpose of surveying and/or valuing the Property;
 - iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the BUYER any terms for the sale of the Property;
- c. To use all reasonable endeavors to proceed to a formal exchange of contracts within the Reservation Period;
- d. To supply to the SELLER's Solicitors all documentation, information and authority to enable the SELLER's Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;
- e. To immediately instruct the SELLER's Solicitors to issue a contract for the sale of the property to the BUYER's Solicitors and to answer promptly all enquiries raised by the BUYER's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the BUYER's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the BUYER complies with the terms of this Agreement.

R3.3. The SELLER may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

R4 Buyer's Obligations

R4.1 In consideration of the undertakings given by the SELLER in the RESERVATION AGREEMENT, the BUYER agrees:

- a. To use all reasonable endeavors to proceed to a formal exchange of contracts within the Reservation Period;
- b. To immediately instruct the BUYER's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the SELLER and

any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;

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

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

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

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

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

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

R5 Termination

R5.1 The RESERVATION AGREEMENT shall not be capable of termination by either the BUYER or the SELLER during the Reservation Period.

R5.2 On the expiry of the Reservation Period (or the expiry of any extension granted by the Seller in writing) if the BUYER has not exchanged contracts to purchase the Property, the RESERVATION AGREEMENT shall automatically terminate.

R5.3 The SELLER may terminate the RESERVATION AGREEMENT with immediate effect by written notice to the BUYER if the BUYER is in breach of the BUYER's obligations under the RESERVATION AGREEMENT.

R5.4 Any provision of the RESERVATION AGREEMENT that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the RESERVATION AGREEMENT shall remain in full force and effect.

R5.5 The BUYER agrees that if the CONTRACT for the purchase of the Property has not been legally and unconditionally exchanged within the Reservation Period the SELLER has the absolute right to re-offer the Property for sale free of any obligation to the BUYER. In this event the RESERVATION FEE is deemed non-refundable.

R6 Incorporation of Conditional Auction Terms and Conditions

R6.1 The BUYER confirms that they have read and agree with the terms and conditions of the RESERVATION AGREEMENT, the SPECIAL CONDITIONS and these Conditional Auction Terms and Conditions.

R7 Auctioneer's Position

R7.1 The SELLER and BUYER acknowledge and agree that the Auctioneer's capacity in relation to the RESERVATION AGREEMENT is solely to act as an agent of the SELLER and not its own capacity.

R7.2 Save in the event of fraud or death or personal injury resulting from the Auctioneer's negligence, neither the Auctioneer nor any of its parent companies, subsidiaries, affiliates, third party service providers, licensors, officers, directors or employees shall have any liability of any nature howsoever arising in relation to the RESERVATION AGREEMENT.

R8 Waiver

R8.1 No failure or delay by a party to exercise any right or remedy provided under the RESERVATION AGREEMENT or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

R9 Assignment and other dealings prohibited

R9.1 The RESERVATION AGREEMENT is personal to the BUYER and SELLER and neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the RESERVATION AGREEMENT.

R10 Costs

R10.1 The BUYER and SELLER shall pay its own costs incurred in connection with this Agreement and any documents referred to in it, except as varied by the SPECIAL CONDITIONS.

R10.2 Fees paid to the Auctioneer may be considered as part of the chargeable consideration for the property and be included in the calculation for stamp duty liability. Further clarification on this must be sought from your legal representative.

R11 General

R11.1 The RESERVATION AGREEMENT constitutes the entire agreement between the BUYER and SELLER and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.

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

R12 Notices

R12.1 Any notice or other communication required to be given to either the BUYER or SELLER under or in connection with this contract shall be in writing and shall be delivered by hand or sent by first-class post or next working day delivery service to the other Party's address as noted on page 1 of the RESERVATION AGREEMENT (or such other address as may be notified in writing by one Party to the other from time to time).

R12.2 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or otherwise at 9.00 am on the second Business Day after posting.

R13 Third Party Rights

R13.1 Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6 of the RESERVATION AGREEMENT, which the Auctioneer is entitled to rely upon and enforce against the BUYER, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the RESERVATION AGREEMENT.

R14 Counterparts

R14.1 The RESERVATION AGREEMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

R15 Governing Law

R15.1 The RESERVATION AGREEMENT and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

R16 Jurisdiction

R16. The BUYER and SELLER irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the RESERVATION AGREEMENT or its subject matter or formation (including non-contractual disputes or claims)

PROPERTY: 11 Albion Road, Bradford, BD10 9PY
TITLE NUMBER(S): WYK122359
SELLER: Alan Davidson
TITLE GUARANTEE: Full Title Guarantee

SPECIAL CONDITIONS OF SALE

1. This Agreement incorporates the Reservation Agreement and Conditional Auction Terms and Conditions. Words denoting one gender shall include the other the singular shall include the plural and vice versa persons shall include corporations.
2. References to any Statutory provision includes references to any statutory amendment modification or re-enactment of if for the time being in force, and any other instrument, regulation or bye-law deriving authority from that enactment.
3. Reference to any clauses or schedules (save where the context otherwise admits) are reference to clauses and schedules to this Agreement.
- 4a. The Seller shall sell, and the Buyer shall buy the Property at the Purchase Price.
- 4b. The buyer shall pay the Reservation Deposit in accordance with the Reservation Agreement.
- 4c. The buyer shall pay a 10% deposit upon exchange of contracts. If the amount of the deposit paid on exchange is less than 10% of the Purchase price then the whole of the balance of the deposit shall remain due from the Buyer as a debt to the Seller.
- 4d. The deposit paid by the Buyer on exchange shall be paid to the Seller as stakeholder for the Seller.
- 5a. The amount payable by the Buyer on completion is the Purchase Price, less any deposit paid under condition 4c. Money due on completion shall be paid on the Completion Date by direct credit to the client account of the Seller's Solicitors.
- 5b. On Completion the Buyer will at their own expense, be responsible for arranging the reconnection of any utility supplies serving the Property, if they have been disconnected.
- 5c. The Transfer Deed will be prepared by the Seller's solicitors and the cost of the provision of the engrossment Transfer Deed shall be payable by the Buyer on completion. The fee for the provision of the Transfer Deed shall be £150 + VAT.
- 6a. The Property is sold with vacant possession on completion.
- 6b. If the property is sold subject to a sitting tenant, at 6a above, then the following clauses 6c, 6d and 6e will be applied.
- 6c. If no tenant rent statement is provided by the date of completion then no apportionments of the tenants rent will be made. The Buyer accepts the position thereto.
- 6d. The Sellers are not obliged to provide a rent authority letter and one will not be provided on completion. The Buyer accepts the position and takes responsibility for ensuring the tenants rent is paid to themselves in future.
- 6e. The Buyer accepts that they are wholly responsible for arranging the deposit transfer from the DPS scheme held by the Sellers to their own DPS account following completion, regardless of whether or not the Seller has provided the DPS details or certificate.
7. Title – The property is sold with Full Title guarantee.
- 8a. The Buyer agrees that title to the Property has been deduced to the Buyer and the Buyer's Solicitors before the date of this Reservation Agreement; being official copy entries of the title number stated above or the Epitome of Title if the Property is unregistered;
- 8b. The Buyer confirms it has investigated and accepted the title;
- 8c. The Buyer confirms it will raise no requisitions or objections concerning that title save in respect of any matters revealed by pre-completion searches.
- 9a. The Property is sold subject to the Incumbrances on the Property and the Buyer will raise no requisitions on them

9b. No warranty as to condition etc. - In respect of the Property, the buildings on it and the infrastructure and the services in, on or serving the Property, the Seller gives no warranty, whether express or implied, as to:

- i. the design, state and condition, quality or fitness for purpose of them;
- ii. the materials of construction, manufacture and installation of them;
- iii. the compliance of them with the requirements of any laws;
- iv. the accuracy of any measurements of land areas which may have been supplied to the Buyer; or
- v. the ground conditions of the Property.

9c. The Seller hereby assigns to the Buyer any guarantee or warranty given in respect of the Property and any cause of action relating to the Property whatsoever that has accrued to the Seller as at the date hereof or shall accrue before completion.

9d. The Property is sold in its present state and condition and the Buyer shall be deemed to purchase the Property with full knowledge thereof.

9e. The Seller shall be obliged to transfer the Property only in the condition in which it exists at the Completion Date or if the sale and purchase of the Property takes place on a different date the date of actual completion and shall not be responsible for any loss or damage to the Property or diminution in the value thereof howsoever caused prior to the Completion Date or the date of actual completion whichever is appropriate.

10. Overriding interests - The Seller knows of no Overriding Interests other than those (if any) already disclosed or apparent or discoverable on inspection of the Property or revealed by the usual searches and enquiries but subject to these, the Property is sold subject to all Overriding Interests.

11. No representations - The Buyer hereby acknowledges that there are and have been no representations on the faith of which the Buyer is entering into this Reservation Agreement made by or on behalf of the Seller other than such (if any) as are indicated in the representations contained in the written answers made by the Seller's Solicitors to enquiries raised by the Buyer's Solicitors prior to the date hereof.

12. Obligations - Each of the obligations undertaken by the parties to this Agreement shall (unless already performed) continue in full force and effect notwithstanding completion.

13a. If the Buyer defaults in payment of the Purchase Price on the Completion Date less any deposit paid on exchange, then the seller through their solicitors may serve notice to complete pursuant to clause 6.8 of the Standard Conditions of Sale in the Contract by registered or recorded post either upon the Buyer at his address as stated herein or on the Buyer's Solicitors at their place of business. If completion does not take place within ten working days of the notice to complete, then the Seller shall have the right to rescind this Agreement and to forfeit the deposit paid by the Buyer and to charge the Buyer interest on the balance of the Purchase Price remaining unpaid until the date of re-sale of the Property and may also re-sell the Property.

13b. In the event of the Seller serving the notice to complete The Buyer shall be responsible for payment of the Seller's Solicitors legal costs for the preparation and service of the completion notice and recalculation of the amount payable on completion in the sum of £150 plus VAT.

14. Contracts (Rights of Third Parties) Act 1999 - Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.

15. Proper Law - This Agreement for sale shall be governed by and construed in accordance with English Law and the parties submit to the jurisdiction of the English courts.

16. If no protocol forms have been supplied at the time of preparing this pack, and if they are not supplied prior to completion, the property is sold as seen and the Buyer accepts the position, and no enquiries can be raised in respect of the same.

17. The Seller has submitted a local and drainage search ("Searches") in respect of the LOT. At the date of this Exclusivity Agreement if the searches have not yet been returned the Buyer shall not be entitled to delay Completion because of the delay in searches being received nor shall the Buyer be entitled to request additional searches or raise any requisition in respect of the searches.

18.If the property is leasehold, and if replies to LPE1 have not been supplied prior to the Completion Date then completion is not to be delayed nor are there any requirements to produce account statements in respect of any service charge or ground rent if they are not readily available, and no apportionments are required if this is the case.

19 The property is sold subject to the tenants currently occupying the property but no formal lease or tenancy agreements are in place. The Buyer confirms that they are aware of the position and indemnify the seller against any claims or costs in this regard. The Buyer confirms that they are aware of the position and cannot use the lack of any such lease or tenancy agreement to prevent the matter from proceeding to any exchange or completion.

Energy performance certificate (EPC)

11a Albion Road
BRADFORD
BD10 9PY

Energy rating

C

Valid until: 1 June 2033

Certificate number: 2214-9296-8030-5945-4444

Property type

Retail/Financial and Professional Services

Total floor area

37 square metres

Rules on letting this property

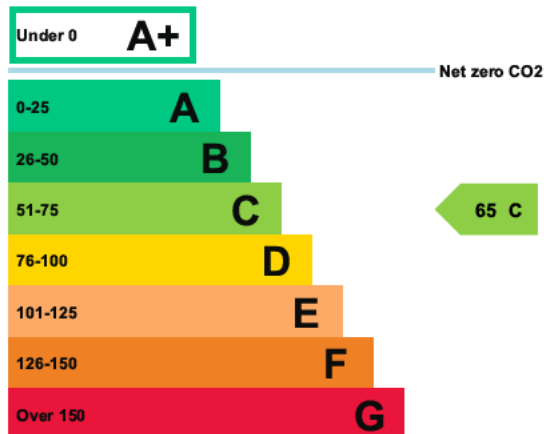
Properties can be let if they have an energy rating from A+ to E.

Energy efficiency rating for this property

This property's current energy rating is C.

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

Properties are also given a score. The larger the number, the more carbon dioxide (CO₂) your property is likely to emit.



How this property compares to others

Properties similar to this one could have ratings:

If newly built

10 A

If typical of the existing stock

41 B

Breakdown of this property's energy performance

Main heating fuel

Natural Gas

Building environment

Heating and Natural Ventilation

Assessment level

3

Building emission rate (kgCO₂/m² per year)

25.1

Primary energy use (kWh/m² per year)

188

Recommendation report

Guidance on improving the energy performance of this property can be found in the [recommendation report \(/energy-certificate/6017-1308-0778-4662-1671\)](/energy-certificate/6017-1308-0778-4662-1671).

Who to contact about this certificate

Contacting the assessor

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

Assessor's name	James Roberts
Telephone	07796 311 101
Email	pennineepcs@gmail.com

Contacting the accreditation scheme

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

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor's ID	EES/013231
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

About this assessment

Employer	Pennine EPC's
Employer address	8 New Road, Littleborough, OL15 8LX
Assessor's declaration	The assessor is not related to the owner of the property.
Date of assessment	3 May 2023
Date of certificate	2 June 2023

Energy performance certificate (EPC)

11b Albion Road
BRADFORD
BD10 9PY

Energy rating

C

Valid until: 1 June 2033

Certificate number: 2386-8030-5001-1812-9532

Property type

Offices and Workshop Businesses

Total floor area

52 square metres

Rules on letting this property

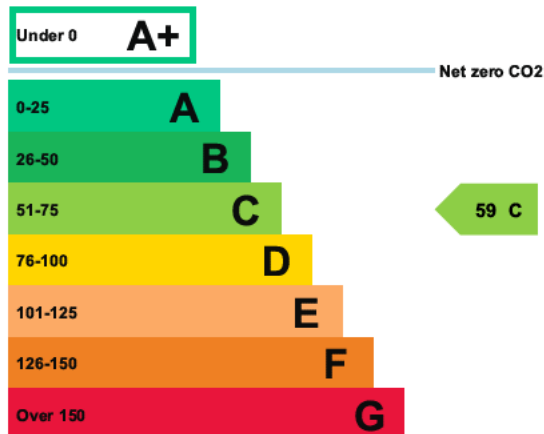
Properties can be let if they have an energy rating from A+ to E.

Energy efficiency rating for this property

This property's current energy rating is C.

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

Properties are also given a score. The larger the number, the more carbon dioxide (CO₂) your property is likely to emit.



How this property compares to others

Properties similar to this one could have ratings:

If newly built

10 A

If typical of the existing stock

41 B

Breakdown of this property's energy performance

Main heating fuel

Grid Supplied Electricity

Building environment

Heating and Natural Ventilation

Assessment level

3

Building emission rate (kgCO₂/m² per year)

16.63

Primary energy use (kWh/m² per year)

175

Recommendation report

Guidance on improving the energy performance of this property can be found in the [recommendation report \(/energy-certificate/9373-4966-7725-1312-2104\)](/energy-certificate/9373-4966-7725-1312-2104).

Who to contact about this certificate

Contacting the assessor

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

Assessor's name	James Roberts
Telephone	07796 311 101
Email	pennineepcs@gmail.com

Contacting the accreditation scheme

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

Accreditation scheme	Elmhurst Energy Systems Ltd
Assessor's ID	EES/013231
Telephone	01455 883 250
Email	enquiries@elmhurstenergy.co.uk

About this assessment

Employer	Pennine EPC's
Employer address	8 New Road, Littleborough, OL15 8LX
Assessor's declaration	The assessor is not related to the owner of the property.
Date of assessment	3 May 2023
Date of certificate	2 June 2023

Energy performance certificate (EPC) recommendation report

11a Albion Road
BRADFORD
BD10 9PY

Report number
6017-1308-0778-4662-1671

Valid until
1 June 2033

Energy rating and EPC

This property's current energy rating is C.

For more information on the property's energy performance, see the EPC for this property.

Recommendations

Make these changes to improve the property's energy efficiency.

Recommended improvements are grouped by the estimated time it would take for the change to pay for itself. The assessor may also make additional recommendations.

Each recommendation is marked as low, medium or high. This shows the potential impact of the change on reducing the property's carbon emissions.

Changes that pay for themselves within 3 years

Recommendation	Potential impact
Consider replacing T8 lamps with retrofit T5 conversion kit.	High
In some spaces, the solar gain limit defined in the NCM is exceeded, which might cause overheating. Consider solar control measures such as the application of reflective coating or shading devices to windows.	Medium
Introduce HF (high frequency) ballasts for fluorescent tubes: Reduced number of fittings required.	Low

Changes that pay for themselves within 3 to 7 years

Recommendation	Potential impact
Consider replacing heating boiler plant with high efficiency type.	High
Add optimum start/stop to the heating system.	Medium
The default heat generator efficiency is chosen. It is recommended that the heat generator system be investigated to gain an understanding of its efficiency and possible improvements.	High
Some walls have uninsulated cavities - introduce cavity wall insulation.	High

Changes that pay for themselves in more than 7 years

Recommendation	Potential impact
Some windows have high U-values - consider installing secondary glazing.	High
Add local temperature control to the heating system.	Medium
Add weather compensation controls to heating system.	Medium
Add local time control to heating system.	Medium
Some solid walls are poorly insulated - introduce or improve internal wall insulation.	High

Property and report details

Report issued on	2 June 2023
Total useful floor area	37 square metres
Building environment	Heating and Natural Ventilation
Calculation tool	CLG, iSBEM, v6.1.d, SBEM, v6.1.d.0

Assessor's details

Assessor's name	James Roberts
Telephone	07796 311 101
Email	pennineepcs@gmail.com
Employer's name	Pennine EPC's
Employer's address	8 New Road, Littleborough, OL15 8LX
Assessor ID	EES/013231
Assessor's declaration	The assessor is not related to the owner of the property.
Accreditation scheme	Elmhurst Energy Systems Ltd

Energy performance certificate (EPC) recommendation report

11b Albion Road
BRADFORD
BD10 9PY

Report number
9373-4966-7725-1312-2104

Valid until
1 June 2033

Energy rating and EPC

This property's current energy rating is C.

For more information on the property's energy performance, see the EPC for this property.

Recommendations

Make these changes to improve the property's energy efficiency.

Recommended improvements are grouped by the estimated time it would take for the change to pay for itself. The assessor may also make additional recommendations.

Each recommendation is marked as low, medium or high. This shows the potential impact of the change on reducing the property's carbon emissions.

Changes that pay for themselves within 3 to 7 years

Recommendation	Potential impact
Add time control to heating system.	Medium
Add optimum start/stop to the heating system.	Medium
Some walls have uninsulated cavities - introduce cavity wall insulation.	Medium

Changes that pay for themselves in more than 7 years

Recommendation	Potential impact
Some windows have high U-values - consider installing secondary glazing.	Medium
Add local temperature control to the heating system.	Medium
Add weather compensation controls to heating system.	Medium
Add local time control to heating system.	Medium
Some solid walls are poorly insulated - introduce or improve internal wall insulation.	Medium

Property and report details

Report issued on	2 June 2023
Total useful floor area	52 square metres
Building environment	Heating and Natural Ventilation
Calculation tool	CLG, iSBEM, v6.1.d, SBEM, v6.1.d.0

Assessor's details

Assessor's name	James Roberts
Telephone	07796 311 101
Email	pennineepcs@gmail.com
Employer's name	Pennine EPC's
Employer's address	8 New Road, Littleborough, OL15 8LX
Assessor ID	EES/013231
Assessor's declaration	The assessor is not related to the owner of the property.
Accreditation scheme	Elmhurst Energy Systems Ltd

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 WYK122359

Edition date 30.10.2013

- This official copy shows the entries on the register of title on 12 APR 2023 at 10:18:46.
- 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 12 Apr 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : BRADFORD

- 1 (09.01.1978) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 11 Albion Road, Bradford (BD10 9PY) .

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 (19.12.1989) PROPRIETOR: ALAN ILLINGWORTH DAVIDSON and PAULINE ENGLAND of 11 Albion Road, Bradford, West Yorkshire BD10 9PY.
- 2 (24.04.2007) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 4 April 2007 in favour of Lloyds Bank PLC referred to in the Charges Register.

C: Charges Register

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

- 1 (24.04.2007) REGISTERED CHARGE dated 4 April 2007.
- 2 (24.04.2007) Proprietor: LLOYDS BANK PLC (Co. Regn. No. 2065) of Pendeford Securities Centre, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.

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 12 April 2023 shows the state of this title plan on 12 April 2023 at 10:18:47. 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 .

© Crown copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.

H.M. LAND REGISTRY

TITLE NUMBER

WYK 122359

ORDNANCE SURVEY
PLAN REFERENCE

COUNTY SHEET
WEST YORKSHIRE

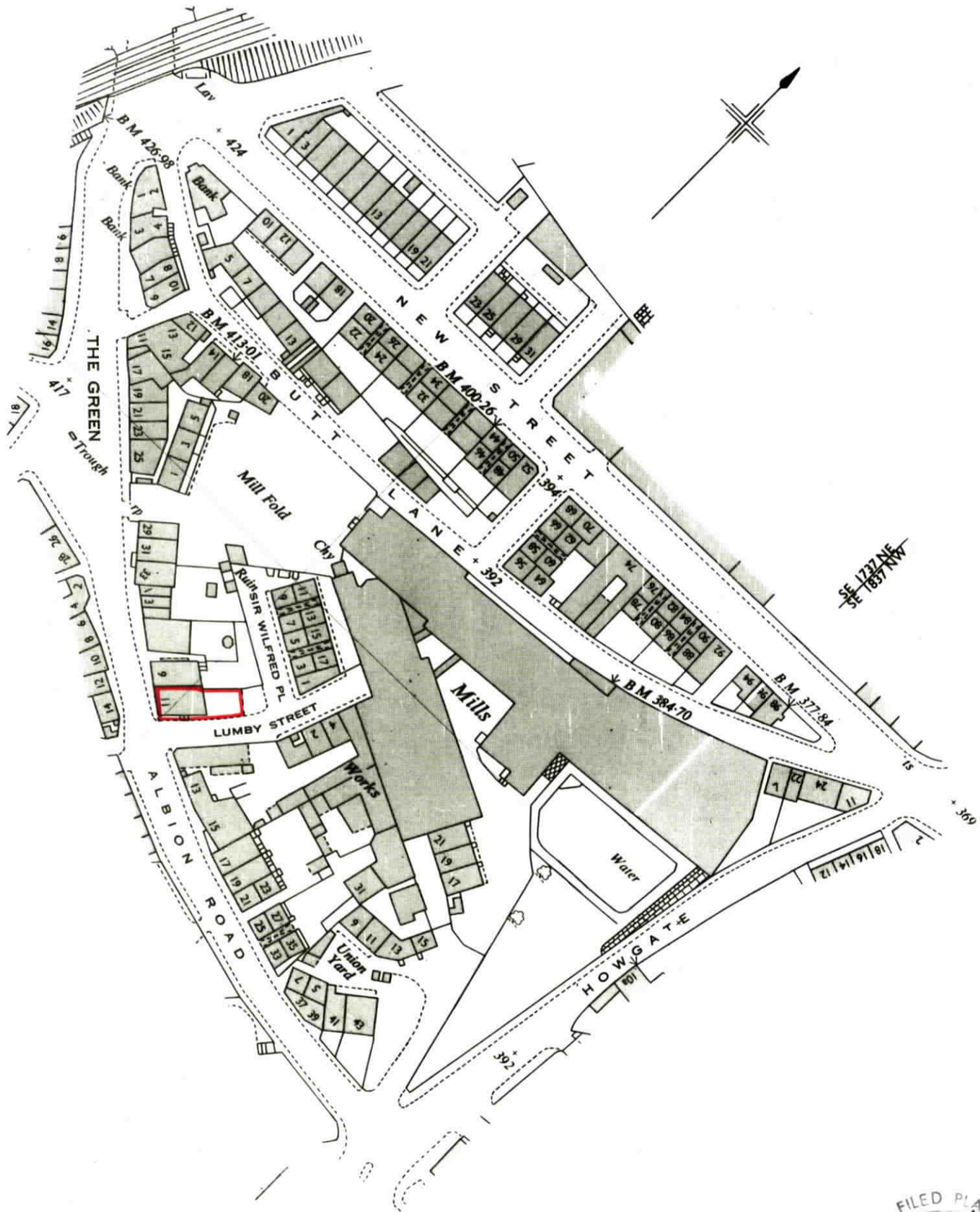
NATIONAL GRID
SE 1737

SECTION
F

Scale: 1/1250

BRADFORD DISTRICT

© Crown copyright 1971.



CERTIFIED COPY
Pursuant to the Births and



OF AN ENTRY
Deaths Registration Act 1953

BCK [REDACTED]

Registration district		Administrative area	
Bradford and Keighley		Metropolitan District of Bradford	
Sub-district Bradford and Keighley			
Entry No. 92			
DEATH			
1. Date and place of death Twenty-fourth December 2022 Royal Infirmary, Bradford			
2. Name and surname Pauline [REDACTED]		3. Sex Female	
5. Date and place of birth [REDACTED]		4. Maiden surname of woman who has married ENGLAND	
6. [REDACTED]		[REDACTED]	
7.(a) Name and surname [REDACTED]		(b) Qualification [REDACTED]	
(c) Usual address 11 Albion Road, Idle, Bradford			
8. I certify that the particulars given by me above are true to the best of my knowledge and belief [REDACTED]			Signature of informant
9. Cause of death [REDACTED]			
10. Date of registration Twenty-ninth December 2022		11. Signature of registrar [REDACTED] Deputy Registrar	

[REDACTED] in my custody.
Depub

*Superintendent Registrar
*Registrar

Date 29/12/22

*Strike out whichever does not apply

CAUTION: THERE ARE OFFENCES RELATING TO FALSIFYING OR ALTERING A CERTIFICATE AND USING OR POSSESSING A FALSE CERTIFICATE. ©CROWN COPYRIGHT

System No. 524986789

WARNING: A CERTIFICATE IS NOT EVIDENCE OF IDENTITY.

business stream
A SCOTTISH WATER COMPANY

business-stream.co.uk

0345 124 2420

For emergencies, please contact your:
Water wholesaler: Yorkshire Water Services Ltd
Waste wholesaler: Yorkshire Water Services Ltd
Visit business-stream.co.uk/emergencies



11A
Albion Road
Idle
BRADFORD
BD10 9PY

Customer reference / invoice no

Invoice / tax point date: 12 December 2022

Supply address: Shop 11A Albion Road, Idle
Bradford, BD10 9PY

Supply point ID: water / waste water:

Our VAT number:

Page 1 of 3

Your water services invoice

10 September - 9 December 2022 (91 days)

Your account summary

Your previous balance	
Payments received	£77.96
Your balance brought forward	£77.96 CREDIT
	£0.00

Your charges this period (see page 2 for details)

Water services charges	£64.55
VAT	£0.00
Total charges this period	£64.55

We look forward to receiving your payment of £64.55

Your new bill

We've made some improvements to your bill so that it's easier to understand. To view our interactive bill explainer, visit business-stream.co.uk/yorkshire/understanding-your-bill

Carbon consumption

Based on this period your annual carbon consumption is 44.85kgCO₂e/yr, based on National Government statistics.

Ways to pay

Direct Debit

Paying by Direct Debit is the quickest and easiest way to pay your bills. Visit business-stream.co.uk/yorkshire/direct-debit or call us on 0345 124 2420.

Online

Visit business-stream.co.uk/yorkshire/ payment with your debit or credit card details.

By phone

Call 0345 124 2420 to pay over the phone using your debit or credit card details.

By bank transfer

Payment slip

Complete the enclosed payment slip and present it, with your invoice, to your branch or to a post office, to pay by cash, card or cheque. You may be charged for this service.

Alternatively, you can send a cheque, and the completed payment slip enclosed, to Business Stream, PO Box 1255, Bradford, BD1 9AE. Cheques should be payable to 'Business Stream' and include your customer reference number on the back. Please don't send cash in the post and allow 10 days for payment to be processed. For more information, visit business-stream.co.uk/yorkshire/payment

7 Lochside View, Edinburgh, EH12 9DH | business-stream.co.uk

Naturally different.

Scottish Water Business Stream Limited trading as Business Stream. Registered in Scotland. Company no. SC294924. Registered office address and principal place of business: 7 Lochside View, Edinburgh, EH12 9DH. Ofwat, the Water Services Regulation, is the regulator of the water sector in England and Wales. For more information visit ofwat.gov.uk. Unless otherwise agreed, Scottish Water Business Stream Ltd provides services to you in accordance with our standard terms and conditions, a copy of which is available at business-stream.co.uk/yorkshire/useful-info. Copies are also available on request. Through your continued receipt and acceptance of our services, you are deemed to have accepted our standard terms and conditions.

Smart Search

business-stream.co.uk
0330 123 2000

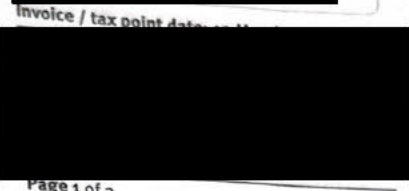
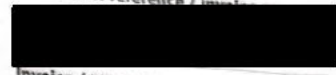
For emergencies, please contact your:
Water wholesaler: Yorkshire Water
Waste wholesaler: Yorkshire Water
Visit business-stream.co.uk/emergencies



11A
Albion Road
Idle
BRADFORD
BD10 9PY



Customer reference / number



Page 1 of 3

Your water services invoice

10 December 2022 - 9 March 2023 (90 days, average £0.49 per day)

Your account summary

Your previous balance	£64.55	
Payments received	£64.55	CREDIT
Your balance brought forward	£0.00	
Your charges this period (see page 2 for details)		
Water services charges	£44.61	
VAT	£0.00	
Total charges this period	£44.61	

Changes to your 2023/24 charges

Like all water retailers, we review our charges every year. As a result, you'll see some changes to the charges included in your bill from 1 April 2023. Find out more information at business-stream.co.uk/charges

Carbon consumption

Based on this period your annual carbon consumption is 20.61kgCO₂e/yr, based on National Government statistics.

We look forward to receiving your payment of £44.61

Ways to pay

<p>Direct Debit</p> <p>Paying by Direct Debit is the quickest and easiest way to pay your bills. Visit business-stream.co.uk/direct-debit or call us on 0330 123 2000.</p>	<p>Online</p> <p>Visit business-stream.co.uk/pay online with your debit or credit card details.</p>	<p>By phone</p> <p>Call 0330 123 2000 to pay over the phone using your debit or credit card details.</p>	<p>By bank transfer</p> <p></p>	<p>Payment slip</p> <p>Complete the enclosed payment slip and present it, with your invoice, to your bank branch or to a post office, to pay by cash, card or cheque. You may be charged for this service.</p>
---	---	---	--	---

Alternatively, you can send a cheque, and the completed payment slip enclosed, to Business Stream, PO Box 17381, Edinburgh EH12 1GT. Cheques should be payable to 'Business Stream' and include your customer reference number on the back. Please don't send cash in the post and allow 10 days for payment to be processed. For more information, visit business-stream.co.uk/ways-to-pay

7 Lochside View, Edinburgh, EH12 9DH | business-stream.co.uk

Naturally different.

Scottish Water Business Stream Limited trading as Business Stream. Registered in Scotland. Company no. SC294924. Registered office address and principal place of business: 7 Lochside View, Edinburgh, EH12 9DH. Ofwat, the Water Services Regulation, is the regulator of the water sector in England and Wales. For more information visit ofwat.gov.uk. Unless otherwise agreed, Scottish Water Business Stream Ltd provides services to you in accordance with our standard terms and conditions, a copy of which is available at business-stream.co.uk/yorkshire/useful-info. Copies are also available on request. Through your continued receipt and acceptance of our services, you are deemed to have accepted our standard terms and conditions.

Classification: Limited



To contact us about this letter either visit any branch or write to us at:
Birmingham Business Centre
Lloyds Bank Commercial
PO Box 1000
BX1 1LT

Or call us on: 0345 072 5555



19/04/2023

Dear Sir/Madam

Your request for loan information

Thank you for getting in touch to ask for information about the amount left to pay on account(s) for Davidson Alan & England Pauline - Business Account, I have included these details for you below.

A breakdown of your outstanding balance



How we have calculated loan interest

To work out how much interest is charged, we have used the interest rate and charges quoted in the terms and conditions you agreed to when you took out your loan. If your loan interest rate is linked to the Bank of England Base rate, the amount of interest you pay could go up or down.

If the loan is covered by Business Loan Repayment Insurance or by Commercial GAP Insurance, you may be entitled to a refund of premium from the insurance company. If this is the case, we will arrange for a refund when the loan is repaid.

If the loan is secured, and there is no outstanding borrowing once it is cleared, you can ask us in writing to release the security. However, you may find it more cost effective to keep the security in place, in case you wish to borrow from us again in the future.

customer-loan-redemptionletter20180316V1.0final

Commercial Property Standard Enquiries

CPSE.7 (version 1.1) General short form pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: Mr Alan Davidson

Buyer:

Property: 11 Albion Road, Bradford BD10 9PX

Transaction:

Seller's solicitors: Apex Law

Buyer's solicitors:

Date:

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

ENQUIRIES

1. BOUNDARIES AND EXTENT

In this enquiry, "Boundary Features" means all walls, fences, ditches, hedges or other features that form the physical boundary of the Property.

- 1.1 Are you aware of any discrepancies between the boundaries referred to in the title deeds and the Boundary Features?

[Insert answer to question here]

NO

- 1.2 Have any alterations been made to the position of any Boundary Features during your ownership or, to your knowledge, earlier?

[Insert answer to question here]

NO

- 1.3 In relation to each of the Boundary Features:

- (a) Which of them have you maintained or regarded as your responsibility?
- (b) Which of them has someone else maintained or regarded as their responsibility?
- (c) Which of them have you treated as a party structure or jointly repaired or maintained with someone else?
- (d) Are there any agreements for their maintenance?
- (e) Are any of them subject to a party wall award or agreement?

[Insert answer to question here]

NO

- 1.4 Does any part of the Property lie beneath or above adjoining premises, roads or footpaths?

[Insert answer to question here]

NO

- 1.5 Are there any adjoining or nearby premises or land which you use or occupy in connection with the Property?

[Insert answer to question here]

NO

2. **RIGHTS BENEFITTING THE PROPERTY**

2.1 What Rights does the Property benefit from, other than those which are apparent from the copy documents supplied?

[Insert answer to question here]

NONE

2.2 Please confirm that all terms and conditions relating to the exercise of any Rights which benefit the Property have been complied with.

[Insert answer to question here]

YES

2.3 Have you (or, to your knowledge, has any predecessor in title) registered any notices, cautions against first registration or other entries against any other titles at the Land Registry in relation to any Rights which benefit the Property?

[Insert answer to question here]

NO

2.4 What are the pedestrian and vehicular access routes to and from the Property?

[Insert answer to question here]

ALFAN ROAD + LUNNY STREET

2.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights benefitting the Property?

[Insert answer to question here]

NO

3. **ADVERSE RIGHTS AFFECTING THE PROPERTY**

3.1 What Rights is the Property subject to, other than those which are apparent from the copy documents supplied?

[Insert answer to question here]

NONE

3.2 Please confirm that all terms and conditions relating to the exercise of any Rights to which the Property is subject have been complied with.

[Insert answer to question here]

YES

3.3 Are there any overriding interests to which the Property is subject?

[Insert answer to question here]

NO

3.4 Does the Property, or any property over which Rights are that is currently used or has in the past been used for recreational purposes, whether with or without your consent?

[Insert answer to question here]

NO

3.5 Have you, or to your knowledge has anyone else, applied for Rights to which the Property is subject?

[Insert answer to question here]

NO

4. PHYSICAL CONDITION

4.1 Is the Property now, or has it ever been, affected by any of the following?

- (a) structural or subsidence damage;
- (b) subsidence, settlement, landslip or other ground movement;
- (c) defective Conduits, fixtures, plant and equipment;
- (d) rising damp, rot, or any form of wood decay;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

[Insert answer to question here]

NO

4.2 Is there any Green Deal Plan affecting the Property?

[Insert answer to question here]

NO

4.3 Has asbestos, or any other substance known or suspected to be for any purpose, unstable or hazardous, been used in, or removed from, the Property, including Conduits, fixtures, plant and equipment?

[Insert answer to question here]

NO

4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information.

[Insert answer to question here]

None completed

3.4 Does the Property, or any property over which Rights are enjoyed, include any land that is currently used or has in the past ten years been used by members of the public for recreational purposes, whether with or without your permission?

[Insert answer to question here] NO

3.5 Have you, or to your knowledge has anyone else, applied to modify or discharge any Rights to which the Property is subject?

[Insert answer to question here] NO

4. PHYSICAL CONDITION

4.1 Is the Property now, or has it ever been, affected by any of the following:

- (a) structural or inherent defects;
- (b) subsidence, settlement, landslip or heave;
- (c) defective Conduits, fixtures, plant or equipment;
- (d) rising damp, rot, or any fungal or other infection;
- (e) Japanese knotweed;
- (f) any other infestation; or
- (g) flooding?

[Insert answer to question here] NO

4.2 Is there any Green Deal Plan affecting the Property?

[Insert answer to question here] NO

4.3 Has asbestos, or any other substance known or suspected to be unsuitable for its purpose, unstable or hazardous, been used in, or removed from, the Property including Conduits, fixtures, plant and equipment?

[Insert answer to question here] NO

4.4 Please supply copies of the most recent asbestos survey and asbestos management plan for the Property, together with any other relevant information you hold.

[Insert answer to question here] None comp used

4.5 Please supply copies of any subsisting guarantees, warranties and/or insurance policies relating to any buildings erected on or major alterations or engineering works carried out at the Property within the last 12 years.

[Insert answer to question here] **NONE**

4.6 Please confirm that all Conduits, fixtures, plant or equipment in or serving the Property have been regularly tested and maintained and that all recommended work has been carried out.

[Insert answer to question here] **YES**

5. CONTENTS

5.1 Please list any fixtures and fittings that will be removed from the Property before completion.

[Insert answer to question here] **NONE**

5.2 Other than those belonging to an occupational tenant, please confirm that you own all fixtures and fittings that will remain on the Property free from third party rights.

[Insert answer to question here] **YES**

6. UTILITIES AND SERVICES

6.1 Please list the services available at the Property and confirm which (if any) are connected to the mains and which are metered.

[Insert answer to question here] **ELECTRICITY GAS WATER**

6.2 Do any parts of the services pass over, under or through any land which is not part of the Property?

[Insert answer to question here] **NO**

6.3 Does the Property have a communal heating, cooling or hot water system?

[Insert answer to question here] **NO**

6.4 Please provide:

- (a) Copies of the most recent bills for the services referred to at enquiry 6.1;
- (b) The name and contact details of the individual within your organisation who deals with energy supplies relating to the Property and confirm that we may make contact in order to obtain information about the services supplied.

[Insert answer to question here] *to follow*

6.5 Are any of the electricity meters serving the Property half hourly meters settled on the half hourly market?

[Insert answer to question here] *NO*

6.6 Do you pay or contribute to the Carbon Reduction Commitment Energy Efficiency Scheme?

[Insert answer to question here] *NO*

7. FIRE SAFETY AND MEANS OF ESCAPE

7.1 What are the current means of escape from the Property in case of emergency?

[Insert answer to question here] *OUTSIDE NOW*

7.2 Have you experienced any difficulty in completing the fire risk assessment for the Property or when co-operating with anybody else in order to comply with fire safety regulations?

[Insert answer to question here] *NO*

7.3 Has there been any fire risk recommendation that has not been implemented?

[Insert answer to question here] *NO*

8. PLANNING AND BUILDING REGULATIONS

8.1 Are you aware of any breach of planning law in relation to the construction, use or occupation of the Property?

[Insert answer to question here] *NO*

8.2 Is any building or structure on the Property listed under planning law?

[Insert answer to question here]

Not asked

8.3 What works have been carried out at the Property during the last 4 years?

[Insert answer to question here]

NONE

8.4 What changes of use have taken place at the Property during the last 10 years?

[Insert answer to question here]

NONE

8.5 What is the existing use of the Property and how is it authorised under planning legislation?

[Insert answer to question here]

FLAT SHOP TAXI OFFICE

8.6 Where you or your solicitor have them, please supply copies of all planning documents and all building regulations consents relating to the Property.

[Insert answer to question here]

8.7 Have you made an application for planning permission which has not yet been determined by the local authority or are there any other planning proceedings currently taking place in relation to the Property?

[Insert answer to question here]

NO

8.8 What information do you have about any proposals for the development of any adjoining or neighbouring property?

[Insert answer to question here]

NONE

8.9 Are you aware of any existing or future Community Infrastructure Levy liability relating to the Property?

[Insert answer to question here]

NO

9. STATUTORY AGREEMENTS AND INFRASTRUCTURE

9.1 Are you aware of any outstanding obligations relating to the construction or adoption of the highway, Conduits or any other infrastructure that supplies the Property?

[Insert answer to question here]

NO

9.2 Are you required to enter into any agreement or obligation with any planning, highway or other public authority or utilities provider?

[Insert answer to question here]

NO

9.3 Are you aware of anything affecting the Property that is capable of being registered on the Local Land Charges Register but is not so registered?

[Insert answer to question here]

NO

10. STATUTORY AND OTHER REQUIREMENTS

10.1 Are you aware of any breach of statutory requirements that relate to the Property or its use or occupation?

[Insert answer to question here]

NO

10.2 Do you have a health and safety file for the Property?

[Insert answer to question here]

NO

10.3 If the answer to enquiry 10.2 is yes

(a) Is the file at the Property and available for us to inspect?

(b) In what form will the file be provided to us upon completion?

[Insert answer to question here]

10.4 Please supply a valid Energy Performance Certificate for the Property.

[Insert answer to question here]

to follow/completed

10.5 Please confirm when the air conditioning at the Property was last inspected and provide a copy of that inspection report.

[Insert answer to question here]

NONE

10.6 Please supply details of any grant made or claimed in respect of the Property including circumstances in which it may have to be repaid.

[Insert answer to question here]

No

11. ENVIRONMENTAL

- 11.1 Where you or your solicitor have them, please supply copies of all environmental and flood risk reports that have been prepared in relation to the Property.

[Insert answer to question here]

NONE

- 11.2 Please supply a copy of all statutory authorisations under all environmental law for the current uses of the Property (if applicable).

[Insert answer to question here]

NONE

- 11.3 Are there, or have there ever been, any above or below ground bulk storage tanks at the Property? If so, please confirm the contents and age of those tanks (or estimate the age as accurately as possible).

[Insert answer to question here]

NO

- 11.4 Please confirm that you are not aware of any breach of any environmental law relating to the past or present use or occupation of the Property or for substances in, on, at or under the Property.

[Insert answer to question here]

NONE

- 11.5 Please confirm that you are not aware of any environmental incidents including the leaking or discharging of any substances at the Property or on or at any nearby properties.

[Insert answer to question here]

NONE

12. OCCUPIERS

- 12.1 Does anyone apart from you have any right to use or occupy the Property?

[Insert answer to question here]

YES

- 12.2 If the Property is vacant, when and why did it become vacant?

[Insert answer to question here]

All unhabited

13. INSURANCE

13.1 Have you ever experienced any difficulty in obtaining insurance cover for the Property at normal rates and subject to normal exclusions?

[Insert answer to question here]

NO

13.2 Please give details of any outstanding insurance claims in relation to the Property.

[Insert answer to question here]

NONE

13.3 If the buildings insurance policy is to remain in place after exchange of contracts, please supply a copy of the policy and schedule of insurance cover.

[Insert answer to question here]

NO

13.4 Please provide a copy of any other insurance policies relating to the Property (together with the proposal form and other material correspondence with the insurers) including any title indemnity insurance policies.

[Insert answer to question here]

13.5 Please provide details of any breaches of any insurance policies relating to the Property.

[Insert answer to question here]

~~to be~~ NIL

14. RATES AND OTHER OUTGOINGS

14.1 Have any works been carried out to the Property which may cause the rateable value of the Property to be reviewed?

[Insert answer to question here]

NO

14.2 Have you or any occupier of the Property, made any claim for void period allowance or for exemption from liability from business rates? Is any claim pending/outstanding?

[Insert answer to question here]

NO

14.3 Are there any other outgoings relating to the Property not referred to elsewhere in these enquiries?

[Insert answer to question here] NIL

14.4 Please supply the most recent bills for business rates and all other outgoings relating to the Property. X

[Insert answer to question here] to follow

14.5 If the Property is subject to a Business Improvement District Arrangement, please give details of any levy currently payable.

[Insert answer to question here] NO

15. NOTICES

Please supply a copy of any notices affecting the Property that you or your predecessors or any tenant or occupier have given or received and confirm that those notices have been complied with.

[Insert answer to question here] NONE

16. DISPUTES

Please provide details of any outstanding complaints or past, current or likely disputes affecting the Property its use and occupation.

[Insert answer to question here] NONE

17. SDLT ON ASSIGNMENT OF A LEASE

In this enquiry, Lease is any lease under which the Property is held and which is to be assigned by you in the Transaction.

17.1 Where the Lease or the substantial performance of the agreement to grant the Lease or any event since the grant of the Lease constitutes a transaction notifiable for SDLT purposes, including the payment of a premium for the grant of the Lease or any assignment of it, please provide copies of all land transaction returns and certificates issued by HMRC certifying notification. X

[Insert answer to question here] NO

17.2 Is there any potential or actual outstanding SDLT liability, including any resulting from the settlement or determination of any rent reviews or other provision for varying the rent or settlement or determination of any contingent, uncertain or unascertained rents?

[Insert answer to question here]

NO

17.3 Were any SDLT reliefs claimed on the grant of the Lease and, if applicable, on the assignment of the Lease to you that would result in the assignment of the Lease by you being deemed to be the grant of a new lease?

[Insert answer to question here]

NO

18. DEFERRED PAYMENT OF SDLT

Please give details of any deferred payment of SDLT which is outstanding in respect of the Property, together with copies of the original land transaction and all relevant correspondence with HMRC.

[Insert answer to question here]

N/A

19. VAT

19.1 If you are registered for VAT, please supply your VAT registration number.

[Insert answer to question here]

Not required

19.2 Please state whether the Transaction is to be treated as a transfer of a business as a going concern ('TOGC') and therefore outside the scope of VAT.

[Insert answer to question here]

Not part of business transaction

19.3 If enquiry 19.2 does not apply, is the Transaction standard-rated for VAT purposes as a result of either:

- (a) the exercise of an option to tax in relation to the Property; or
- (b) compulsory standard-rating?

[Insert answer to question here]

N/A

19.4 If the answer to enquiry 19.3 is yes, please provide a copy of either:

- (a) the option notice given to HMRC, together with a copy of HMRC's acknowledgement; or
- (b) evidence of the reason that compulsory standard-rating applies to this transaction.

[Insert answer to question here]

N/A

- 19.5 If the Transaction is not standard-rated for VAT purposes, please state if it is zero-rated, exempt or outside the scope of VAT other than by reason of being a TOGC.

[Insert answer to question here]

N/A

20. CAPITAL ALLOWANCES

- 20.1 Is there anything in the Property upon which a capital allowances claim can be based? X

[Insert answer to question here]

N/A

- 20.2 If the answer to enquiry 20.1 is yes, please give details and copy documents including the name and contact details of your capital allowances advisor and confirm that we may make contact direct to ascertain any required capital allowances information.

[Insert answer to question here]

N/A

Commercial Property Standard Enquiries

CPSE.7 (version 1.1) General short form pre-contract enquiries for all property transactions

Conditions

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries*.

Particulars

Seller: Mr Alan Davidson

Buyer:

Property: 11 Alton Road, Bradford BD10 9PX

Transaction:

Seller's solicitors: Apex Law

Buyer's solicitors:

Date: 10/5/2023

Interpretation

1. In interpreting these enquiries, the terms set out in the Particulars have the meanings given to them in the Particulars and the following interpretation also applies:

- **Buyer:** includes tenant and prospective tenant.
- **Conduits:** means the pipes, wires and cables through which utilities and other services are carried.
- **Property:** includes any part of it and all buildings and other structures on it.

Commercial Property Standard Enquiries

CPSE.6 (version 1.3) Supplemental pre-contract enquiries for property subject to residential tenancies

Conditions of use

This document may be used free of charge subject to the Conditions set out in *GN/CPSE (version 3.3) Guidance notes on the Commercial Property Standard Enquiries* (www.practicallaw.com/3-628-1672).

Particulars

Seller: Alan Iwingworth Davidson.

Buyer:

Property: 11 Aubion Road Idle

Development (if appropriate):

Transaction:

Seller's solicitors: Apex Law.

Buyer's solicitors:

Date: 10/5/2023

Interpretation

The section on Interpretation in CPSE.1 is incorporated in this document and the following interpretations also applies:

- **1995 Act:** means the Landlord and Tenant (Covenants) Act 1995.
- **Consent:** refers to an approval, a licence or a permission (whether of the Landlord, any superior landlord or any other person).
- **Housing Act Licence:** means an HMO licence (under Part 2 of the Housing Act 2004) or a selective licence (under Part 3 of the Housing Act 2004).
- **Landlord:** includes licensor.

CONTENTS

ENQUIRIES

1.	Voids	4
2.	Common parts	4
3.	Retained parts	4
4.	Basic details of the Tenancies	5
5.	Rent and Rent review	6
6.	Alterations and redecoration	7
7.	Enforceability of Tenants' covenants	8
8.	Outstanding obligations and variations	8
9.	Security deposits, guarantees and bonds	9
10.	Service charges and management	10
11.	Insurance	14
12.	Disputes, complaints and enforcement	14
13.	Enfranchisement and extension	15
14.	Residential tenants' rights of first refusal	15
15.	Rent Act 1977 tenancies	16
16.	Secure tenancies	18
17.	Long leases	19
18.	Assured tenancies and assured shorthold tenancies	19

SECTION 1 ENQUIRIES: UNLET PARTS OF THE PROPERTY

1. VOIDS

1.1 Please identify all Lettable Units which are not currently Let Units.

[Insert answer to question here] Shop / rear tenant / ^{Barement} taxi office

1.2 In relation to each such Lettable Unit, please explain how any previous Tenancy was ended, why there is no current Tenancy and tell us whether anyone is currently expressing an interest in taking a Tenancy of it.

[Insert answer to question here] 2 stories above - Residential b
ME
Tenants in all properties

2. COMMON PARTS

2.1 Please identify any areas of the Property which are common parts, being parts which are not Lettable Units and which are intended to be used in common by the occupiers of the Property.

[Insert answer to question here] NONE

2.2 Is use and maintenance of the common parts governed by any arrangements other than the terms of the Tenancies of the Let Units? If so, please provide details.

[Insert answer to question here] N/A

3. RETAINED PARTS

3.1 Please identify any areas of the Property that are neither Lettable Units nor common parts.

[Insert answer to question here] None

3.2 Are any of these areas designed or intended for commercial use? If so, please specify which.

[Insert answer to question here] Shop + TAXI OFFICE

3.3 Are any of these areas occupied and, if so, on what basis?

[Insert answer to question here] NOG STATION TAXI OFFICE

SECTION 2 ENQUIRIES: TENANCIES OF LET UNITS

4. BASIC DETAILS OF THE TENANCIES

4.1 If not already supplied, please supply a copy of the Tenancy Documents (including any inventory or schedule of condition) for each current Tenancy.

[Insert answer to question here] Taxi premises - no lease -
Tenant - No lease or agreement
Rear - No lease

4.2 Please supply a schedule of the current Tenancies of all the Let Units, indicating, in relation to each such Tenancy (unless disclosed by the Tenancy Documents supplied):

- (a) the Let Unit that the Tenancy relates to;
- (b) the name of the current Tenant;
- (c) the name of the current occupier;
- (d) the current use;
- (e) whether or not the Tenancy is in writing; and
- (f) the relevant statutory regime (as described in enquiries 15-18) which the Seller believes applies to that Tenancy.

[Insert answer to question here] No agreements in place.

4.3 Please provide the following information for each current Tenancy:

- (a) details of any informal arrangements with the Tenant that are not disclosed by the Tenancy Documents supplied, including any Consents to the grant of the Tenancy or given under the Tenancy;
- (b) details of any waiver of any of the terms of any of the Tenancy Documents supplied;
- (c) details of any applications for Consent made by the Tenant that are currently being considered;
- (d) details of any negotiations for the surrender, renewal or variation of the Tenancy and any terms agreed; and
- (e) confirmation that the Tenant has not indicated, formally or informally, any intention to vacate.

[Insert answer to question here]

4.4 For each current Tenancy, please answer whichever of enquiries 15 to 18 are relevant to the statutory regime applicable to that Tenancy.

[Insert answer to question here]

See below for 3 tenants

5. RENT AND RENT REVIEW

In relation to each current Tenancy:

5.1 Please state:

- (a) the amount of the Rent currently payable;
- (b) whether the Rent is paid in pounds sterling;
- (c) who pays the Rent;
- (d) whether the Tenant is paying the Rent with the help of housing benefit and, if so whether the benefit is paid to the Landlord or to the Tenant. Where Rent is being paid with the help of housing benefit paid directly to the Landlord, please confirm that, on completion, you will provide us with a letter authorising the local authority to pay future housing benefit direct to the Buyer.
- (e) whether the Rent is paid by banker's order or direct debit; and
- (f) to whom rent demands are sent?

[Insert answer to question here]

LANDLORDS £650 PER MONTH. LANDLORDS £ TENANT £480

5.2 Except where apparent from the Tenancy Documents supplied, please give details of any rent concessions, deferments, abatements, reverse premiums on the grant of a lease and other inducements given.

[Insert answer to question here]

NONE

5.3 Please supply a schedule of outstanding rent arrears and a record of rent payments over the last three years.

[Insert answer to question here]

NONE

5.4 Please confirm that:

- (a) any rent reviews have taken place strictly in accordance with the terms of the relevant Tenancy;
- (b) any notices and applications for arbitration or for determination by an expert of any current rent reviews have been made on time; and
- (c) any rent review settlements have been satisfactorily evidenced in accordance with the terms of the relevant Tenancy (or provide details of any settled rent review which has not been evidenced in this way).

[Insert answer to question here]

NONE

5.5 In respect of any rent reviews that are currently being negotiated, please state the present position and provide copies of all notices and correspondence.

[Insert answer to question here]

NONE

5.6 Except where apparent from the Tenancy Documents supplied:

- (a) has any Tenant made any improvement to the Let Unit which is to be ignored on rent review;
- (b) since the original letting of the Let Unit have there been any alterations to its internal layout or physical arrangement or appearance which might affect the level of rent achievable; and
- (c) are there any other circumstances which any Tenant has claimed have the effect of reducing the rental value of the Let Unit?

[Insert answer to question here]

NO

6. ALTERATIONS AND REDECORATION

In relation to each current Tenancy:

6.1 Please state when redecoration of the Let Unit was last carried out:

- (a) externally; and
- (b) internally.

[Insert answer to question here]

NONE

6.2 (If not apparent from the Tenancy Documents supplied) please give details of any works carried out by the Tenant to the Let Unit since the date of the Tenancy or any agreement for the Tenancy and indicate (in respect of these works) whether they were authorised by a Landlord's licence (where required).

[Insert answer to question here]

Taxi tenant re-ramped -
No other revamp taken place

7. ENFORCEABILITY OF TENANTS' COVENANTS

In relation to each current Tenancy:

7.1 Please state whether it was dated on or after 1 January 1996 and, if so, was granted pursuant to an agreement, an option or a court order made before that date?

[Insert answer to question here]

NONE

7.2 Please confirm whether any former Tenants or their guarantors are still liable under any Tenancy by reason of an excluded assignment as defined in section 11 of the 1995 Act?

[Insert answer to question here]

NONE

7.3 With reference to section 17 of the 1995 Act please:

- (a) supply full names and current addresses of any persons contingently liable for any fixed charge payable under the Tenancy as defined in section 17;
- (b) provide copies of all section 17 notices which have been issued for claims which remain unpaid; and
- (c) give details of all claims currently outstanding which are required to be the subject of a section 17 notice.

[Insert answer to question here]

None

7.4 Please give details of anyone entitled to claim an overriding lease under section 19 of the 1995 Act and give details of any claim made even if it has been abandoned or withdrawn.

[Insert answer to question here]

None.

8. OUTSTANDING OBLIGATIONS AND VARIATIONS

In relation to each current Tenancy:

8.1 Please confirm there are no outstanding obligations on the part of either the Landlord or the Tenant under any agreement for lease under which any Tenancy was granted. If there are such outstanding obligations, please supply details.

[Insert answer to question here]

NIL

- 8.2 Except where apparent from the Tenancy Documents supplied, please give details of any variations to any Tenancy of a Let Unit and when and how they were effected.

[Insert answer to question here]

N/A

9. SECURITY DEPOSITS, GUARANTEES AND BONDS

In relation to each current Tenancy:

- 9.1 Except where apparent from the Tenancy Documents supplied, please state whether a sum has been deposited by the Tenant as security for, or on account of payment of Rent or performance of any obligation. If yes, please state:

- (a) who holds the security deposit and where;
- (b) the amount currently held by way of security deposit (including any interest which has accrued on it);
- (c) whether any claim has been made against that security deposit. If yes, please give details; and
- (d) whether you are aware of any dispute or issues that you believe may lead to a dispute in relation to the repayment to the Tenant of the security deposit.

[Insert answer to question here]

NONE

- 9.2 If the Tenancy is considered to be an assured tenancy or assured shorthold tenancy under the Housing Act 1988 (as amended by the Housing Act 1996) and the security deposit was paid by the Tenant (or retained by the Landlord on a renewal of the Tenancy) on or after 6 April 2007, please state, in addition to the information supplied in the reply to enquiry 9.1:

- (a) under which deposit scheme the security deposit is held;
- (b) the reference details for the deposit with that scheme;
- (c) if the security deposit is lodged with a custodial scheme, whether it was lodged within the time period required by law;
- (d) whether the Landlord gave the Tenant the information prescribed by section 213 of the Housing Act 2004 and did so within the time period required by law; and
- (e) whether the Tenant has made any County Court claim for failure to protect the security deposit or to provide prescribed information.

[Insert answer to question here] **No tenancy / goodwill only**

9.3 Except where apparent from the Tenancy Documents supplied, please give details of any guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations.

[Insert answer to question here] **NONE**

9.4 In relation to all guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations please:

- (a) confirm that no claim has been made under these arrangements; and
- (b) confirm there has been no release or discharge of any such third party, whether expressly or by operation of law.

[Insert answer to question here] **NONE**

10. SERVICE CHARGES AND MANAGEMENT

10.1 Has the right to manage been exercised in relation to the Property or any part of it?

[Insert answer to question here] **NO**

10.2 Is there a recognised tenants' association? If so, please provide the name and address of the secretary.

[Insert answer to question here] **NO**

10.3 Has the Landlord complied with all its obligations under the Landlord and Tenant Act 1985? In particular:

- (a) If the Landlord has carried out qualifying works to the Property (as determined under s20(3) of the Landlord and Tenant Act 1985) or entered into a long term agreement for the provision of services to the Property:
 - (i) did the Landlord consult the Tenants before doing so;
 - (ii) was any notice put, or is such a notice required to be put, in OJEU in respect of those major works or long term contract? and
 - (iii) please supply details of the works and/or long term agreement.
- (b) in relation to any service charge demand sent to a Tenant on or after 1 October 2007, did the Landlord serve on the Tenant a formal summary of the Tenant's rights and obligations in the prescribed form?

(c) has any Tenant exercised its rights under section 21 of the Landlord and Tenant Act 1985 to seek a summary of the service charge expenditure or under section 22 of the Landlord and Tenant Act 1985 to inspect the service charge accounts? If so, which Tenant(s), and did the Landlord comply as required by that Act?

(d) is there any pending application by the Landlord to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal)?

[Insert answer to question here]

NO

10.4 Has any recognised tenants' association served notice under section 30B of the Landlord and Tenant Act 1985 asking to be consulted about, or to receive details of, any managing agents for the Property?

[Insert answer to question here]

NO

10.5 Have the Tenants exercised their rights to a management audit under section 76 of the Leasehold Reform, Housing and Urban Development Act 1993?

[Insert answer to question here]

NO

10.6 Have the Tenants of any long leases (as defined in enquiry 17) exercised either:

(a) the right to appoint a manager under section 21 of the Landlord and Tenant Act 1987; or

(b) the right to manage under the Commonhold and Leasehold Reform Act 2002?

[Insert answer to question here]

NO

10.7 Unless apparent from the Tenancy Documents supplied, what is the service charge accounting period?

[Insert answer to question here]

NONE

10.8 Please give details of the annual service charge (for the Property as a whole) for the last three years (or longer if available) including copies of all certificates, auditors' reports, accounts and other documents relating to its calculation and apportionment.

[Insert answer to question here]

NIL

10.9 Please supply all of the following:

www.practicallaw.com/property

11

CPSE.6

- (a) a schedule of any services you provide to the Property and a breakdown of the costs of each service;
- (b) details of any planned maintenance programme and projected expenditure;
- (c) details of any sinking fund or reserve account and confirmation of whether it is held in a separate trust account; and
- (d) details of the estimated annual service charge for the current period for the Property as a whole (not each Lettable Unit).

[Insert answer to question here]

NONE

10.10 In relation to each Let Unit please state:

- (a) what proportion of the service charge is attributed to that Let Unit and how that proportion is calculated;
- (b) whether there has been any variation of this proportion and whether any is contemplated;
- (c) whether there are any capping or weighting provisions agreed with the Tenants; and
- (d) whether there have been any disputes regarding the proportions payable?

[Insert answer to question here]

NONE

10.11 Please confirm that, if the Property were fully let then the total cost of providing the services would be recoverable from the Tenants of the Let Units. How do you deal with the proportion of service charge attributable to any Lettable Units that are not currently Let Units?

[Insert answer to question here]

No service charge.

10.12 If there are service charge arrears for any Let Unit please:

- (a) state what sums are currently due but are unpaid; and
- (b) provide a schedule of all service charge arrears over the past three years.

[Insert answer to question here]

No arrears

10.13 Please supply:

- (a) details of any expenditure that has been incurred by you in providing services to the Property since the end of the last Service Charge year; and

- (b) copies of any estimates received in relation to service charge expenditure for the current Service Charge year, or from service charge contractors and evidence of consultation with the Tenants in respect of such expenditure.

Insert answer to question here]

NONE

- 0.14 Except as already disclosed, have there been any complaints or disputes relating to the service charge? If yes, please give details, including in relation to any applications made to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal) or to the court in respect of such complaints or disputes.

[Insert answer to question here]

NO

- 10.15 Except as already disclosed, please provide copies of the following:

- (a) any insurance policies and service and maintenance contracts for lifts and plant at the Property;
- (b) any contracts for the provision of cleaning, security and other services at the Property; and
- (c) contracts for the supply of gas, electricity, oil or other fuel to the Property.

[Insert answer to question here]

- 10.16 Please give details of:

- (a) any managing agents; and
- (b) any permanent staff employed for on-site management of the Property.

[Insert answer to question here]

NONE

- 10.17 What regulations have you made for the use and management of the Property that are not set out in the Tenancy Documents supplied?

[Insert answer to question here]

NONE

- 10.18 Please supply copies of any correspondence between you and any Tenant in relation to the Control of Asbestos Regulations 2012 or comparable predecessor regulations.

[Insert answer to question here]

WIL

- 10.19 Please supply copies of any correspondence between you and any Tenant in relation to any costs and expenses arising as a result of the Carbon Reduction Commitment

Energy Efficiency Scheme in relation to the Property or, if appropriate, in relation to the building of which the Property forms part.

[Insert answer to question here] **NIL**

11. INSURANCE

11.1 Please state:

- (a) what proportion of the insurance costs for the Property is allocated to each Lettable Unit and how that proportion is calculated;
- (b) whether there has been any variation of this proportion for any Lettable Unit and whether any is contemplated;
- (c) whether there have been any disputes regarding the proportions payable;
- (d) what sums in respect of insurance costs for the Property are due but currently unpaid; and
- (e) whether any Tenants have exercised their rights under section 30A of the Landlord and Tenant Act 1985 to require a summary of the insurance, or to inspect the policy of insurance, relating to the Property or the Let Unit?

[Insert answer to question here] **Insured by seller for everything**

11.2 What, if any, arrangements have been made to exclude the insurer's right of subrogation against any of the Tenants?

[Insert answer to question here] **NA**

12. DISPUTES, COMPLAINTS AND ENFORCEMENT

In relation to each current Tenancy:

Except as already disclosed in replies to CPSE.1 or in reply to other enquiries in this CPSE.6, please give details of:

- (a) any disputes or complaints whether or not resolved; and
- (b) any breaches or alleged breaches of covenant including details of any waiver whether express or implied.

[Insert answer to question here] **NIL**

ENFRANCHISEMENT AND EXTENSION

Have any notices been served under any of the following:

- (a) Part I of the Leasehold Reform Act 1967;
- (b) Part I of the Leasehold Reform, Housing and Urban Development Act 1993;
or
- (c) Part II of the Leasehold Reform, Housing and Urban Development Act 1993?

[Insert answer to question here]

NO

- 13.2 Please provide full details of any notice referred to in the reply to enquiry 13.1, including a copy of the notice, any counternotice and all subsequent correspondence.

[Insert answer to question here]

N/A

14. RESIDENTIAL TENANTS' RIGHTS OF FIRST REFUSAL

In this enquiry, references to the Building are references to the Property or to the building of which the Property forms part, and references to the LTA 1987 are references to Part I of the Landlord and Tenant Act 1987, as amended.

- 14.1 Does the Building contain two or more flats, as defined by section 60(1) of the LTA 1987? If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here]

NO

- 14.2 Are two or more of the flats in the Building held by qualifying tenants, as defined in section 3 of the LTA 1987? If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here]

N/A

- 14.3 Does the number of flats in the Building held by qualifying tenants exceed 50% of the total number of flats (whether let or not)? Please supply full details of:

- (a) the number of flats in the Building;
- (b) those flats which are let and those which are unlet; and
- (c) which tenants are and are not qualifying tenants and why.

If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here] **NO**

14.4 If part only of the Building is used for residential purposes, does the internal floor area of that part represent 50% or more of the internal floor area of the Building as a whole (disregarding common parts)?

Please give details of the areas of that part of the Building used for residential purposes and of the remainder of the Building.

If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here] **TOP TWO FLOORS + HALF GROUND FLOOR**

14.5 Is the Landlord any of the following:

- (a) an exempt landlord (as defined in section 58(1) of the LTA 1987);
- (b) a resident landlord (as defined in section 58(2) of the LTA 1987); or
- (c) a landlord who is not the immediate landlord of the qualifying tenants (except in the circumstances specified in section 2(2) of the LTA 1987)?

[Insert answer to question here] **NO**

14.6 Please supply copies of all notices and responses to notices served or received by you (or, to your knowledge, any predecessor in title) in respect of the Building pursuant to the LTA 1987, together with copies of all correspondence sent or received by you (or, to your knowledge, any predecessor in title) in respect of the Building relating to the LTA 1987.

[Insert answer to question here] **NIL**

15. RENT ACT 1977 TENANCIES

Where any Tenancy is regulated under the Rent Act 1977, please answer the following enquiries:

15.1 Please state:

- (a) when the Tenancy was first granted;
- (b) whether the rent is registered and, if so, the amount of the current registered rent and the date of the most recent registration; and

Dog grooming

Flat

ideways taxi

(c) whether there has ever been a statutory succession of the Tenancy and, if so, full details of each such statutory succession.

2009

2013

1989

[Insert answer to question here] As above.

5.2 If not already supplied with the Tenancy Documents please provide copies of

- (a) the rent book;
- (b) the most recent rent register; and
- (c) any Notice of Increase (in rent) served and evidence of its service.

[Insert answer to question here] No increases since purchase

15.3 Where any Tenancy is considered to be a letting by a resident landlord under section 12 of the Rent Act 1977, please state:

- (a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;
- (b) the property occupied by the Landlord (including any family members) when the Tenancy was granted;
- (c) whether you or any predecessor in title has continuously occupied that other property since the Tenancy was granted; and
- (d) (where relevant) what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession.

[Insert answer to question here] Lived in Oct 1989 by seller and remainder as above

15.4 Where any Tenancy is considered to be a restricted contract under sections 34-36 of the Housing Act 1988, please state:

- (a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;
- (b) what furniture or services the Landlord is contractually obliged to supply to the Tenant;
- (c) what furniture or services the Landlord actually supplies to the Tenant; and
- (d) (where relevant) what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession.

[Insert answer to question here] No furniture only in own flat

15.5 Where any Tenancy is considered to be a protected shorthold or a periodic protected tenancy under section 52 of the Housing Act 1980, please state:

- (a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;
- (b) what steps were taken to ensure that the statutory requirements for the creation of a protected shorthold tenancy were met;
- (c) (where relevant) what steps (if any) you have taken, or proposes to take, to terminate the Tenancy and recover possession; and
- (d) what steps (if any) have been taken by the Tenant to terminate the Tenancy.

[Insert answer to question here] No steps as all tenants remain since purchase

16. SECURE TENANCIES

Where any Tenancy is considered to be a secure tenancy for the purposes of the Housing Act 1985, please answer the following enquiries:

16.1 (unless apparent from the Tenancy Documents supplied) when was the Tenancy granted?

[Insert answer to question here] As over - No tenancy agreements in place

16.2 Has there ever been a statutory succession of the Tenancy? If so, please provide full details of each such statutory succession.

[Insert answer to question here] No tenancy agreement

16.3 Where relevant, what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession?

[Insert answer to question here] None

16.4 Where relevant, please state the statutory grounds upon which you propose to seek to recover possession.

[Insert answer to question here] None

16.5 Is there any right to buy application pending? If so, please supply full details.

[Insert answer to question here] No right to buy

LONG LEASES

Are any of the current Tenancies originally granted for a term certain of more than 99 years ("long leases")?

[Insert answer to question here] There have been 5 years which lapse. None in others

Have any applications been made under section 35 of the Landlord and Tenant Act 1987 for the variation of any of those long leases?

[Insert answer to question here] None

Are any of the Tenants under those long leases continuing in occupation of the relevant Let Unit pursuant to Schedule 10 of the Local Government and Housing Act 1989 or Part 1 of the Landlord and Tenant Act 1954?

[Insert answer to question here] None

17.4 For any Tenancy which is a long lease for the purposes of the Local Government and Housing Act 1989, please answer the following enquiries:

- (a) For how long has the current Tenant been the tenant of the Let Unit comprised in the long lease?
- (b) Have any notices been served to terminate the long lease or to propose a statutory tenancy? If so, please provide full details.

[Insert answer to question here] None

18. ASSURED TENANCIES AND ASSURED SHORTHOLD TENANCIES

Where any Tenancy is considered to be an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (as amended by the Housing Act 1996) please answer the following enquiries:

18.1 Was the Tenancy granted to a person who, immediately before the Tenancy was granted, was a protected or statutory tenant or sub-tenant of the Landlord?

[Insert answer to question here] No

18.2 For how long has the current tenant actually been in occupation of the Let Unit?

[Insert answer to question here] As per IS.1

LONG LEASES

17.1 Were any of the current Tenancies originally granted for a term certain of more than 21 years ("long leases")?

[Insert answer to question here] taxi had 5 years which lapse. None in others

17.2 Have any applications been made under section 35 of the Landlord and Tenant Act 1987 for the variation of any of those long leases?

[Insert answer to question here] NONE

17.3 Are any of the Tenants under those long leases continuing in occupation of the relevant Let Unit pursuant to Schedule 10 of the Local Government and Housing Act 1989 or Part 1 of the Landlord and Act 1954?

[Insert answer to question here] NONE

17.4 For any Tenancy which is a long lease for the purposes of the Local Government and Housing Act 1989, please answer the following enquiries:

- (a) For how long has the current Tenant been the tenant of the Let Unit comprised in the long lease?
- (b) Have any notices been served to terminate the long lease or to propose a statutory tenancy? If so, please provide full details.

[Insert answer to question here] NONE

18. ASSURED TENANCIES AND ASSURED SHORTHOLD TENANCIES

Where any Tenancy is considered to be an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (as amended by the Housing Act 1996) please answer the following enquiries:

18.1 Was the Tenancy granted to a person who, immediately before the Tenancy was granted, was a protected or statutory tenant or sub-tenant of the Landlord?

[Insert answer to question here] No

18.2 For how long has the current tenant actually been in occupation of the Let Unit?

[Insert answer to question here] As per 15.1

18.3 For any assured shorthold tenancy created before 28 February 1997, what steps were taken to ensure that the statutory requirements for the creation of an assured shorthold tenancy were met?

[Insert answer to question here] *Not applicable.*

18.4 Have any notices been served by either the Landlord or the Tenant in relation to the Tenancy? If so please provide full details.

[Insert answer to question here] *No*

18.5 Where applicable to the Tenancy, please provide evidence that the prescribed legal requirements that must be met before a notice may be served by the Landlord under section 21 of the Housing Act 1988 have been complied with.

[Insert answer to question here] *Yes*

18.6 Where the "right to rent" rules apply to the Tenancy, please:

- (a) confirm that the necessary checks of the Tenant's right to rent under sections 20 to 37 of the Immigration Act 2014 were conducted at the appropriate time and in the required manner;
- (b) provide copies of the documents checked and evidence of when those checks were made.

[Insert answer to question here] *No agreements*

19. HOUSING ACT 2004

19.1 Are the current living arrangements at the Property such that it requires a Housing Act Licence?

19.2 If the Property requires a Housing Act Licence, please:

- (a) confirm that the Seller has obtained a Housing Act Licence;
- (b) provide a copy of the Housing Act Licence; and
- (c) confirm that the Seller is not aware of any breaches or alleged breaches of the terms of the Housing Act Licence or any disputes or complaints whether or not resolved.

[Insert answer to question here] *NIL*

Regulated Personal Search Report

Date of Order: 13/04/2023
Date Search Entered: 21/04/2023
Case Number: 2438382
Client Reference: 560188 - APA

PROPERTY MADE SUBJECT TO SEARCH

A D ALARMS, 11 ALBION ROAD
 BRADFORD
 BD10 9PY

CLIENT DETAILS

Assured Sales and Progression Ltd
 ASSURED SALE & PROGRESSION, THE
 BARRACKS WAKEFIELD ROAD
 PONTEFRACT
 WF8 4HH

LOCAL AUTHORITY

City of Bradford Metropolitan District Council
 6th Floor Jacobs Well
 BRADFORD
 BD1 5RW

OTHER ROADWAYS, FOOTPATHS, FOOTWAYS

A Plan is attached No
 Optional enquiries are to be answered (see below) No
 Additional enquiries are to be attached on a separate sheet No

OPTIONAL ENQUIRIES

- | | | | |
|---|--------------------------|---|--------------------------|
| 4. Road Agreements by Private Bodies | <input type="checkbox"/> | 14. Simplified Planning Zones | <input type="checkbox"/> |
| 5. Advertisements | <input type="checkbox"/> | 15. Land Maintenance Notices | <input type="checkbox"/> |
| 6. Completion Notices | <input type="checkbox"/> | 16. Mineral Consultation and Safeguarding Areas | <input type="checkbox"/> |
| 7. Parks and Countryside | <input type="checkbox"/> | 17. Hazardous Substance Consents | <input type="checkbox"/> |
| 8. Pipelines | <input type="checkbox"/> | 18. Environmental and Pollution Notices | <input type="checkbox"/> |
| 9. Houses in Multiple Occupation | <input type="checkbox"/> | 19. Food Safety Notices | <input type="checkbox"/> |
| 10. Noise Abatement | <input type="checkbox"/> | 20. Hedgerow Notices | <input type="checkbox"/> |
| 11. Urban Development Areas | <input type="checkbox"/> | 21. Flood Defence and Land Drainage Consents | <input type="checkbox"/> |
| 12. Enterprize Zones, Local Development Orders & Bids | <input type="checkbox"/> | 22. Common Land and Town or Village Green | <input type="checkbox"/> |
| 13. Inner Urban Improvement Areas | <input type="checkbox"/> | | |

COMPILED & SUPPLIED BY:

Conveyancing Data Services Limited
 4 The Pavilions
 Ruscombe Business Park
 Ruscombe, RG10 9NN

Tel: 01189 690 839

Email: info@conveyancingdata.com
 Company Reg No. 07159470 VAT Reg No: 988993907

Signed:




On behalf of Conveyancing Data Services Limited

Notes: The Records were searched by Sandra Bartolini who has no, nor is likely to have, any personal or business relationship with any person involved with the sale of the property.

The Search report was prepared by Julia Kaminska of Conveyancing Data Services who has no, nor is likely to have, any personal or business relationship with any person involved with the sale of the property.

This search reports information on planning and other matters relating to the subject property only. If required, information relating to other properties in the vicinity can be supplied on receipt of a separate search request.



REPORT OF ENTRIES IN THE LAND CHARGES, PLANNING AND BUILDING REGULATIONS REGISTERS**Local Land Charge Register**

Part One	General Financial Charge	None Revealed
Part Two	Specific Financial Charge	None Revealed
Part Three	Planning Charge	<p>The Idle and The Green Conservation Area made 17/07/1978 The Green made 114/02/1990, amended 26/07/1993 Idle and The Green merged on 11/12/2003 Registered 17/07/1978</p> <p>95/02827/COU Change of use from basement to taxi office 11B Albion Road Idle Bradford West Yorkshire BD10 9PY Registered 22/05/1996</p> <p>08/01199/ENFADV Advertisements 11 And 11b Albion Road Bradford BD10 9PY Registered 27/01/2010</p> <p>06/01329/ENFUNA Unauthorised shopfront 11 Albion Road Bradford West Yorkshire BD10 9PY Registered 20/05/2009</p>
Part Four	Miscellaneous Charges	Bradford North smoke control order 07/00209/SMKCON Registered 01/07/1974
Part Five	Fenland Ways Maintenance Charge	None Revealed
Part Six	Land Compensation Entries	None Revealed
Part Seven	New Towns Charges	None Revealed
Part Eight	Civil Aviation Charges	None Revealed
Part Nine	Open Cast Coal Charges	None Revealed
Part Ten	Listed Building Entries	None Revealed
Part Eleven	Light Obstruction Notices	None Revealed
Part Twelve	Land Drainage Schemes	None Revealed

Other Details/ Additional Questions

None



PLANNING AND BUILDING REGULATIONS**1.1 Planning & Building Regulation decisions & pending applications**

The Local Authority makes planning records readily available from 01/04/1974 only and building control records readily available from 22/12/1994 only. The records have been searched back to that date only. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements-

1.1(a) Planning Permissions	08/00205/APPENF Unauthorised replacement shop front 11 Albion Road Bradford West Yorkshire BD10 9PY Dismissed 18/03/2009 06/01778/COU Change of use first floor to taxi office 11A Albion Road Idle Bradford West Yorkshire BD10 9PY Refused 04/07/2006 88/02897/COU Change of use from basement to taxi offi 11A Albion Road Idle Bradford West Yorkshire BD10 9PY Granted 29/04/1988 90/02048/REN Renewal of temporary planning permission for private hire office 11A Albion Road Idle Bradford West Yorkshire BD10 9PY Validated 22/03/1990
1.1(b) A Listed Building Consent	Not Applicable
1.1(c) A Conservation Area Consent	None Revealed
1.1(d) A Certificate of Lawfulness of existing Use or Development	None Revealed
1.1(e) A Certificate of Lawfulness of Proposed Use or Development	None Revealed
1.1(f) A Certificate of Lawfulness of Proposed Works for Listed Buildings	Not Applicable
1.1(g) A Heritage Partnership Agreement	Not Applicable
1.1(h) A Listed Building Consent Order	Not Applicable
1.1(i) A Local Listed Building Consent Order	Not Applicable
1.1(j) Building Regulations Approval	None Revealed
1.1(k) A Building Regulation Completion Certificate and	None Revealed
1.1(l) Any Building Regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	None. Please note, a negative response does not necessarily mean that there has been no work carried out under a Competent Person Scheme as not all Local Authorities record information or hold documentation relating to such schemes. It is advisable to make additional enquiries with the vendor in order to ascertain if they are aware of any work carried out under a Competent Person Self Certification Scheme and if so, whether they are in possession of any documentation

How can copies be obtained?

Competent Person Self-Certification Scheme Certificates can be obtained either by requesting copies from the vendor or by contacting the appropriate Scheme Managers direct.

Any planning information detailed within this report is specific to the subject property. You may wish to find out about surrounding planning applications by requesting a 'Know Your Location – Planning' report which can be ordered through us.

**1.2 Planning Designations and Proposals**

1.2 What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	Bradford Unitary Development Plan Adopted 2005 Within: Conservation area Urban area Bradford Aerodrome safeguarding area Within 200m: Local centres National and local cycle network
---	---

ROADS AND PUBLIC RIGHTS OF WAY**Roadways, footways and footpaths****2.1 Which of the roads, footways and footpaths named in the application for this search are:**

2(a) Highways Maintainable at Public Expense	Albion Road is Adopted
--	------------------------



Regulated Personal Search Report

Rear / Side Accessways Maintainable at Public Expense	Sir Wilfred Place is Not Adopted Lumby Street is Not Adopted
2(b) Subject to Adoption and supported by a Bond or Waiver	Not Applicable
2(c) To be made up by a Local Authority who will reclaim the cost from the frontagers; or	Not Applicable
2(d) To be adopted by the Local Authority without reclaiming the cost from the frontagers?	Not Applicable

Public Rights of Way

2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	PROW Bradford North 291 - see plan in blue
2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?	No
2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	No
2.5 If so, please attach a plan showing the approximate route	Please see attached

OTHER MATTERS

Apart from matters entered on the registers of the Local Land Charges, do any of the following matters apply to the property?

3.1 Land Required for Public Purpose

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

3.2 Land to be acquired for Road works

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

3.3 Drainage Matters

3.3(a) Is the property served by a sustainable urban drainage system (SuDS)?	Schedule 3 of the Flood and Water Management Act 2010 has yet to be enacted, therefore the Council is not legally required to record details of property related SuDS. However, some information relating to property SuDS may have been submitted with the relevant planning application which can be viewed on the Councils website www.bradford.gov.uk/planning
3.3(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?	Records not held at this time see above For new builds, information should be sought from the developer, including clarification on any maintenance responsibilities a property owner may inherit or any maintenance agreements they may be required to fund should any exist through a management company.
3.3(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge	No further information available, please contact the water drainage provider or management company. Water and Sewerage Companies will normally include a surface water charge in their bills where roof water from a property connects to a public surface water sewer. Drainage infrastructure serving a single property within the curtilage of that property will be the responsibility of the home owner to maintain, unless directed otherwise.

3.4 Nearby Road Schemes

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

3.4(a) The centre line of a new trunk road or special road specified in any order, draft order or scheme;	None revealed in available Public Register
3.4(b) The centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;	None revealed in available Public Register
3.4(c) The outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) construction of a roundabout (other than a mini roundabout); or (ii) widening by construction of one or more additional traffic lanes;	None revealed in available Public Register
3.4(d) The outer limits of (i) construction of a new road to be built	None revealed in available Public Register



Regulated Personal Search Report

by a local authority; (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; or (iii) construction of a roundabout (other than a mini roundabout) or widening by construction of one or more additional traffic lanes;

- 3.4(e) The centre line of the proposed route of a new road under proposals published for public consultation; or
- 3.4(f) The outer limits of (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; (ii) construction of a roundabout (other than a mini roundabout); or (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation?

None revealed in available Public Register

None revealed in available Public Register

3.5 Nearby Railway schemes

- 3.5(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?
- 3.5(b) Are there any proposals for a railway, tramway, light railway or monorail within the Local Authority's boundary?

None revealed in available Public Register

Yes. Proposed declarable improvement scheme, number 37535 which is not in the Councils Capital Highway Programme and is therefore not scheduled for implementation is within the Local Authority boundary. This statement does not preclude the Council from exercising its right to review the programme should the need arise. This scheme lies in Bradford City Centre. For further information, please contact Highways on 01274 433707.

3.6 Traffic Schemes

Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths (named on the front page) which are within 200 metres of the boundaries of the property –

- 3.6(a) Permanent stopping up or diversion;
- 3.6(b) Waiting or loading restrictions;
- 3.6(c) One way driving;
- 3.6(d) Prohibition of driving;
- 3.6(e) Pedestrianisation;
- 3.6(f) Vehicle width or weight restricting;
- 3.6(g) Traffic calming works including road humps;
- 3.6(h) Residents parking controls;
- 3.6(i) Minor road widening or improvement;
- 3.6(j) Pedestrian crossings;
- 3.6(k) Cycle tracks; or
- 3.6(l) Bridge Building

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

None revealed in available Public Register

3.7 Outstanding Notices

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

- 3.7(a) Building Works
- 3.7(b) Environment
- 3.7(c) Health and Safety
- 3.7(d) Housing

None registered with Land Charges

None registered with Land Charges

None registered with Land Charges

None registered with Land Charges



Regulated Personal Search Report

3.7(e) Highways	None registered with Land Charges
3.7(f) Public Health	None registered with Land Charges
3.7(g) Flood and Coastal Erosion Risk Management	None registered with Land Charges

3.8 Contravention of Building Regulations

3.8 Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?	None Known
--	------------

3.9 Notices, Orders, Directions and Proceedings under Planning Acts

Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following –

3.9(a) An enforcement notice;	No
3.9(b) A stop notice;	No
3.9(c) A listed building enforcement notice;	Not Applicable
3.9(d) A breach of condition notice;	No
3.9(e) A planning contravention notice;	No
3.9(f) Another notice relating to breach of planning control;	No
3.9(g) A listed buildings repairs notice;	Not Applicable
3.9(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;	Not Applicable
3.9(i) A building preservation notice;	No
3.9(j) A direction restricting permitted development;	No
3.9(k) An order revoking or modifying planning permission;	No
3.9(l) An order requiring discontinuance of use or alteration or removal of building or works;	No
3.9(m) A tree preservation order; or	No
3.9(n) Proceedings to enforce a planning agreement or planning contributions?	No

3.10 Community Infrastructure Levy (CIL)

3.10(a) Is there a CIL charging schedule?	Yes. Please refer to the councils website for further information and details of the charging schedule: https://www.bradford.gov.uk/planning-and-building-control/planning-policy/community-infrastructure-levy/
---	---

If yes, do any of the following subsist in relation to the property, or has a Local Authority decided to issue, serve, make or commence any of the following:

3.10(b)i A liability notice?	No
3.10(b)ii A notice of chargeable development?	No
3.10(b)iii A demand notice?	No
3.10(b)iv A default liability notice?	No
3.10(b)v An assumption of liability notice?	No
3.10(b)vi A commencement notice?	No

3.10(c) Has any demand notice been suspended?	No
---	----

3.10(d) Has the Local Authority received full or part payment of any CIL liability?	No
---	----



Regulated Personal Search Report

- | | | |
|---------|---|----|
| 3.10(e) | Has the Local Authority received any appeal against any of the above? | No |
| 3.10(f) | Has a decision been taken to apply for a liability order? | No |
| 3.10(g) | Has a liability order been granted? | No |
| 3.10(h) | Have any other enforcement measures been taken? | No |

3.11 Conservation Area

Do the following apply in relation to the property –

- | | | |
|---------|--|----|
| 3.11(a) | The making of the area a Conservation Area before 31 August 1974 | No |
| 3.11(b) | An unimplemented resolution to designate the area a Conservation Area? | No |

3.12 Compulsory Purchases

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

3.13 Contaminated Land

Do any of the following apply (including any relating to land adjacent to or adjoining the property which has been identified as contaminated land because it is in such a condition that harm or pollution of controlled waters might be caused on the property –

- | | | |
|---------|---|----|
| 3.13(a) | A contaminated land notice; | No |
| 3.13(b) | In relation to a register maintained under section 78R of the Environmental Protection Act 1990: (i) a decision to make an entry; or (ii) an entry; or | No |
| 3.13(c) | Consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of a remediation notice? | No |

The Environmental Act 1995 has introduced a new contaminated land regime (under Part 11A Environmental Protection Act 1990), which became effective in April 2000.

As a consequence Local Authorities are under a duty to prepare reports on contamination in their respective areas and to prepare an appropriate local strategy. Local Authorities must from time to time inspect their areas for sites that are contaminated, and to take appropriate action against those seriously contaminated.

Local Authorities are to also keep registers of remediation notices and contaminated land sites identified under S.78R. This will not be a listing of contaminated sites but will be a list of sites identified as contaminated in respect of which remediation notices have been served and will include information about the condition of the land in question.

3.14 Radon Gas

- | | | |
|------|--|---|
| 3.14 | Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales? | Yes. For further information you should refer to the Environmental Search. If you dont have access to a report please contact us to order one |
|------|--|---|

Further information about Radon Gas can be obtained from <https://www.gov.uk/government/organisations/public-health-england> or <http://www.wales.nhs.uk/sitesplus/888/page/81979/>

3.15 Assets of Community Value

Has the property been nominated as an asset of community value? If so:-

- | | | |
|----------|---|----|
| 3.15(a) | Has the property been nominated as an asset of community value? If so:- | No |
| 3.15(a)i | Is it listed as an asset of community value? | No |



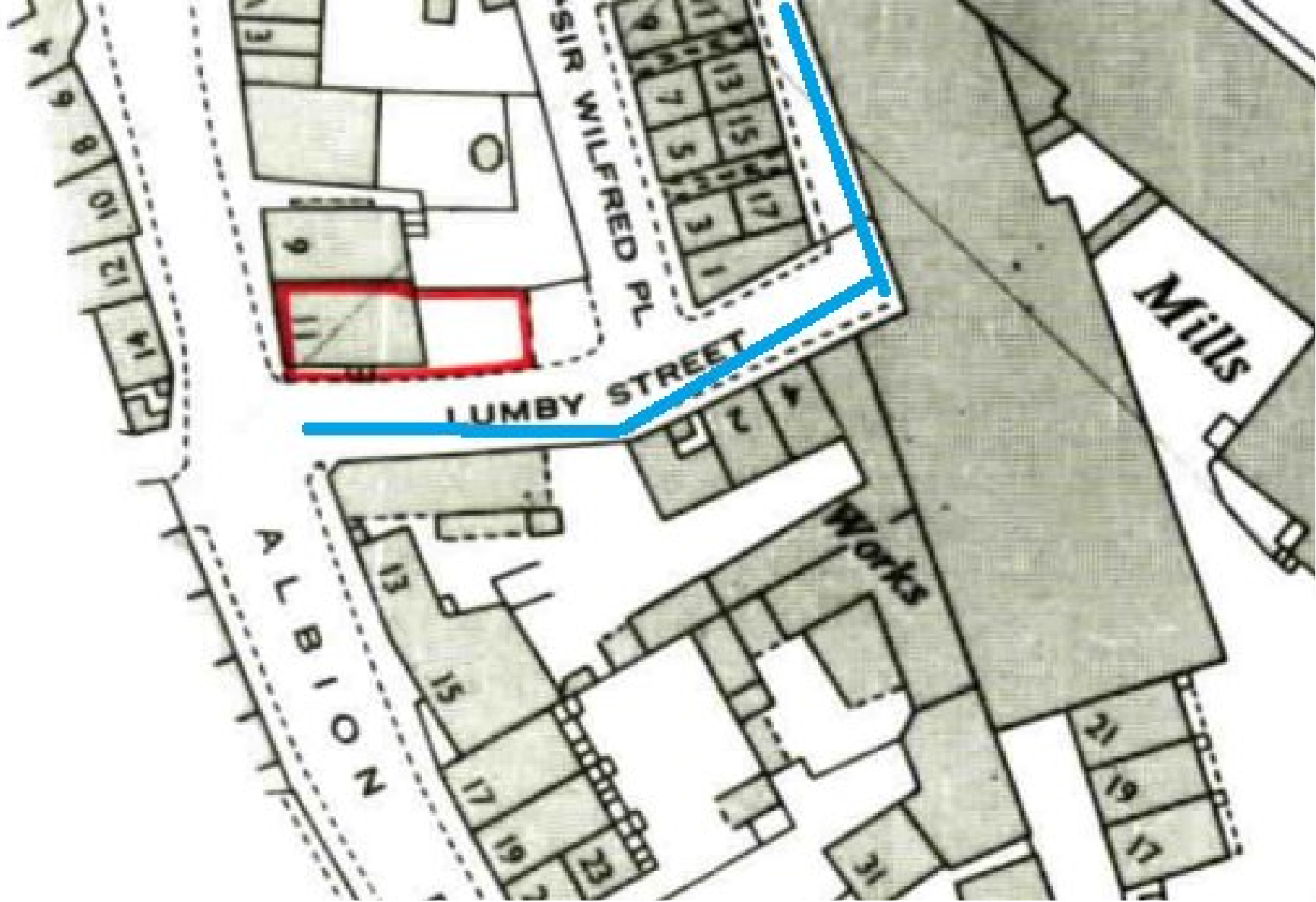
Regulated Personal Search Report

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

SPECIFIC INFORMATION SOURCES USED TO COMPLETE PART 1 OF THIS REPORT

- Inspection of the Local Land Charges Register.
- Inspection of the Planning Register.
- Inspection of the Local or Unitary Development Plans.
- Inspection of the Register of Adopted Highways.
- Inspection of the Councils Transport & Policies Program.
- Inspection of the Local and/or County Council websites.
- Inspection of Government/Environment Agency websites.
- Enquiries made verbally to a member of the Council.
- Enquiries made of an Internal Proprietary Database (IPD).
- Inspection of the Enforcement, Stop and breach of Conditions Register.
- Inspection of the Tree Preservation Order Register.
- Inspection of the Conservation Order Register.
- Inspection of the Contaminated Land Register.
- Inspection of Ordnance Survey Mapping
- Radon Data Source: Groundsure Ltd.
- <https://www.gov.uk/government/collections/community-infrastructure-levy-appeal-decisions>
- <http://CiL.quod.com>





Additional Information

Reference Source Information

Save for information provided verbally by a member of the council, all the information in this report has been obtained by inspection of the Local Land Charges Register, the Planning Register, the Local Unitary Development Plans, the Register of Adopted Highways, the councils Transport Policies Programme, the local and/or county websites. If you wish to obtain copies of any documents you should submit a written application to the council offices detailed above.

TERMS AND CONDITIONS – Personal Local Authority Searches

For the purposes of these terms and conditions any references to 'the company' means Conveyancing Data Services Ltd (CDS) or the compiler shown on the front page and any third party organisations, search agencies, associates, partners or employees used during the course of legitimate business.

1. The company provides information and services relating to property searches carried out on properties in England and Wales only. In providing search reports and services we will comply with the Search Code.
 2. Search requests made via CDS Online must include full postal address. Should no location plan be included, the company will not accept responsibility for any errors or omissions in the results of the search.
 3. All searches are carried out by trained and competent Search Agents using reasonable care and skill so that all interested parties can rely on the report.
 4. The information contained in the Local Authority Search Report has been obtained by a personal inspection of public and other registers made available by the local authority and any other relevant organisations in the public domain. The company accepts no responsibility for revealing incomplete or inaccurate information, where the error is a direct result of defective source material.
 5. In the event that certain Con29 Part 1 questions cannot be answered due to Local Authority or other restrictions a note of the restriction and method of obtaining said answers will be included in the report.
 6. Where information has been sourced from additional sources, the company will inform you of these sources within the report.
 7. Where additional information forms an essential part of a search, it is the obligation of the client to inform the company at the outset.
 8. Where such information is readily available at no cost, (e.g. adopted sewers, public rights of way etc.) it will be included within the results of a standard search with no charge.
 9. Where such information is only available at an additional cost/time element, the company undertakes to inform the client of any additional fees that may be chargeable for obtaining such information up front.
 10. Where the client requests 'copy documents' from the Local Authority, the company undertakes to inform the client in advance of any additional fees chargeable for this service.
 11. Where the client requests additional Con 29 Part II enquiries the company undertakes to inform the client of any additional fees at the point of order.
 12. The company aims to return all search results within five working days. However, this may not always be feasible due to Local Authority appointment systems or other reasons outside of the company's control. The company will not accept liability for any loss, financial or otherwise, incurred by the client, as a result of delayed search results.
 13. Search Reports can be downloaded from the CDS Online web site.
 14. The company and any third party Search Agents liability will be limited to an amount not exceeding £10 million in respect of any individual claim through the company's Professional Indemnity policy.
 15. If the Client chooses not to disclose the value of the property in the order process, the company will assume the value is less than £10 million. If the Client subsequently discovers that the property value exceeds £10 million they must inform the company within 7 days of receipt of the Private Local Authority Search report. The company reserves the right to charge the Client an additional premium to cover the increased insurance risk.
 16. Drainage information provided as part of the search report is taken from public sewer records and only reveals the position of the nearest public sewers. No guarantee is given or implied that the searched property is connected to the sewer identified. Clients are recommended to obtain a full Water Report from the relevant Water Company.
 17. Search Reports remain the property of the company until all agreed terms have been fulfilled.
 18. The company reserves the right to withhold results until payment has been received.
 19. All information held by the company is covered by the Data Protection Act 2018 which include provision for compliance with the General Data Protection Regulations (GDPR). Our Privacy Policy explains how we store, protect and use your personal data and can be viewed at http://www.conveyancingdata.com/pub/privacy_statement_final_for_cd.pdf.
 20. Each search is deemed to be an individual contract governed by English Law.
 21. The company maintains contractual relationships with clients and suppliers who are involved in the Conveyancing process in the UK; to the knowledge of the company no person who;
 - a. Conducted the search
 - b. Prepared the search report
- has any undeclared interest, personal or business relationship with any persons involved in the sale of the property. The company cannot accept any liability for failing to disclose these relationships where the involvement of any of the parties in the transaction was not made known to the company at the time of compiling the search.
22. Independent dispute resolution. If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.
 23. The company's complaints procedure is shown below.

IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by **Conveyancing Data Services Ltd (4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. T: 0118 9690839)** which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

- display the 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 financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

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

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

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

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 e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Lee Richards, Operations Director & Codes Compliance Officer. Conveyancing Data Services Ltd, 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. T:0118 9690839. Email: info@conveyancingdata.com.

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

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

Case/Search Number: 2438382

SEARCH REPORT INSURANCE POLICY

Form No.: SRIP 04/14
Policy Issuer: Conveyancing Data Services Ltd
Policy Number: SRIP (E&W) 60-077- 2438382

This policy

This policy has been issued by the **Policy Issuer**, on **Our** behalf when issuing the **Search Report**.

This policy consists of 4 pages, is the entire contract between **You** and **Us**, and is effective from the **Policy Date**.

The insurance given under this policy is a contract of indemnity against actual monetary loss and is subject to all of the terms, conditions, and exclusions contained or referred to within this policy.

The words in bold italics have the meanings set out within this policy.

Our, **Us** and **We** mean First Title Insurance plc, company registration number 01112603.

What this policy covers

We indemnify **You**, subject to the terms and conditions of this policy against **Actual Loss**, not exceeding the **Maximum Limit of Indemnity**, that **You** suffer as a result of an **Adverse Entry**.

An **Adverse Entry** means any matter(s) having a detrimental effect on the market value of the **Property**, that would or should have been disclosed in an **Official Local Authority Search Result** had one been carried out in relation to the **Property** on the **Policy Date**, but was not disclosed in the **Search Report**. This includes where the **Appropriate Body's** registers and information and/or the answers provided by the **Appropriate Body** for the purposes of the **Search Report** were incorrect as at the **Policy Date** due to the **Appropriate Body's** error or omission.

Actual Loss means:

- where **You** are the **Buyer**:
 - the difference between:
 - I. the price **You** actually paid for the **Property** or the **Market Value** of the **Property** as at the **Policy Date** assuming there is no **Adverse Entry**, whichever is the lesser; and
 - II. the **Market Value** of the **Property** at the **Policy Date** as reduced by the **Adverse Entry**; and/or
 - the cost of demolishing, altering or reinstating any part of the **Property** to comply with an **Order**; and/or
 - the shortfall in the repayment of any loan or other financial liabilities that are secured against the **Property** when **You** sell the **Property**, such shortfall being a direct result of an **Adverse Entry**; and/or
 - where the **Adverse Entry** relates to a financial charge or liability, the amount of that charge or liability.
- where **You** are the **Lender**:
 - a shortfall in the repayment of the outstanding loan amount upon sale of the **Property** by **You**, which arises directly as a result of an **Adverse Entry**.

The **Maximum Limit of Indemnity** under this policy is £2,000,000.

Who this policy covers

This policy only insures **You**, meaning:

- the **Buyer**: the person or persons who has/have **Purchased** the **Property** in reliance upon the **Search Report**; and/or
- the **Lender**: the person or body who has loaned the **Buyer** money, in return for the loan being secured against the **Property**;

as applicable in the context, and **Your** has a similar meaning.

Apart from **Us**, only **You** may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to this policy in relation to any third party rights or interest. This means that this policy does not insure any person **Purchasing** the **Property** from **You** or their lender.

Your rights and interests under this policy shall not be prejudiced by any act or omission of any other party who is insured under this policy.

What this policy excludes

We do not insure **You**, and will have no obligation to indemnify **You** for **Actual Loss**, in relation to any and/or all of the following risks, including but not limited to an **Adverse Entry**, that:

- **You** create, allow or agree to at any time;
- are **Known** to **You** but not to **Us** on or before the **Policy Date**;
- do not cause **You** any **Actual Loss**;
- occur or come into existence after the **Policy Date**;
- are created by an error or omission of the **Policy Issuer** or the private search provider who obtained the information for the **Search Report** for the **Policy Issuer**, if applicable;
- are disclosed to **You** during negotiation, correspondence, in reply to enquiries before contract or as a result of a subsequent search of matters affecting the **Property** which has been carried out prior to **You** being legally obliged to **Purchase** the **Property** or, in relation to the **Lender**, the loan being advanced;
- would be dealt with under a buildings and/or contents insurance policy.
- any losses arising from loss or breach of any licences or other permissions necessary for continuation of the use of the Property as at the Policy Date or Your business conducted from it.

In the event of a claim

You must notify **Us** in writing, using either of the methods set out below in the **Contacting Us** section, as soon as possible, and in any event within 10 days, after **You** become aware of any claim, or circumstance or matter which might entitle **You** to make a claim under this policy. For the avoidance of doubt, notification must be sent even if **Actual Loss** has not at that time been incurred or calculated. The notification must contain details of the claim, or circumstance or matter.

We will require a copy of the **Search Report** together with evidence to show that the **Adverse Entry** would or should have been disclosed in an **Official Local Authority Search Result** had one been carried out on the **Policy Date**.

You must co-operate with **Us** fully in relation to this policy, and not do anything or fail to do anything that adversely affects **Our** ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons.

You must, within 90 days of notifying **Us** of the claim, circumstance or matter, provide **Us** with a written statement detailing the amount of **Your Actual Loss** and the method that **You** used to compute that amount.

Our obligations in the event of a claim

In the event of a notification of a claim, or a circumstance or matter which might entitle **You** to make a claim under this policy or if **We** become aware of an **Adverse Entry**, **We** will, if **We** accept the claim, and subject to the terms and conditions of this policy and as the circumstances may require, do any one or more of the following:

- pay the amount of **Your Actual Loss**, not to exceed the **Maximum Limit of Indemnity**, that **You** have incurred as a result of the **Adverse Entry**, and any **Authorised Expenses**, if applicable;
- in relation to the **Lender**, **We** may purchase the debt from **You** by paying to **You** the amount of the loan that is outstanding together with any interest and **Authorised Expenses**, if applicable. In these circumstances, **You** must transfer or assign the loan and charge that is secured against the **Property** together with any collateral securities and credit enhancements to **Us** on receipt of payment and give all necessary notices of that transfer or assignment;
- pay or otherwise settle any claim with other parties for or in **Your** name together with any **Authorised Expenses**, if applicable;
- at **Our** absolute discretion, defend **You**, including but not limited to in litigation, in relation to the **Adverse Entry**. **We** will pay any and all costs that **We** incur in that defence and shall act without unreasonable delay. **We** can end this duty to defend at any time. **We** will be entitled to select the lawyer, surveyor and/or valuer to act and **We** will not be liable for and will not pay the fees of any other lawyer, surveyor and/or valuer.

We may pursue any litigation (including appeals) to final determination by a court and reserves the right at **Our** sole discretion to appeal any judgment or order.

We will keep **You** up to date on all matters arising under a claim.

When the extent of **Your Actual Loss** and **Our** liability under this policy have been finally determined, **We** will pay that amount within 30 days of its determination.

Limitation and reduction of **Our** liability

We will not be liable to indemnify **You**:

- if **We** remove any matter giving rise to **Your** claim under this policy in a reasonably diligent manner by any method, including litigation; and/or
- if **We** have taken any of the actions set out in the **Our obligations in the event of a claim** section; and/or

- until litigation, including appeals, in relation to a claim conducted by **Us** (or by **You** with **Our** authorisation) has been finally determined by a court; and/or
- for liability voluntarily assumed by **You** in negotiating or settling any claim or litigation without **Our** prior written consent.

Our obligations to **You** under this policy may be reduced in part or in whole if **You** refuse to co-operate with **Us** and any of **Your** actions or omissions adversely affects **Our** ability to attend to the claim and/or dispute or defend any challenge or claim or to commence any action against other persons. **We** reserve the right to recover any sums that **We** have paid out under this policy from **You** in such an event.

You must comply with all of the terms and conditions contained or referred to in this policy. Failure to comply may result in **Us** rejecting or withdrawing from a claim made by **You** under it.

The amount of indemnity cover payable by **Us** under this policy will be reduced or terminated (as the case may be) by any or all of the following:

- all payments under this policy, except for **Authorised Expenses**;
- the payment by any person of all or part of the debt or any other obligation secured by a mortgage or other charge over the **Property** or any voluntary, partial or full satisfaction or release of such mortgage or charge to the extent of the satisfaction or release;
- the amount by which **Your** acts or omissions have increased **Our** liability or reduced **Our** ability to recover amounts from third parties.

Subrogation

If **We** agree to indemnify or defend **You** under this policy in respect of any claim then, regardless of whether or not actual payment has been made, **We** will immediately be subrogated to any rights, contractual or otherwise, which **You** may have in connection with that claim, the mortgage or the **Property**. If **We** ask, **You** must transfer to **Us** all of **Your** rights and remedies against any person or property that, in **Our** opinion, might be necessary to perfect this right of subrogation.

Governing law and jurisdiction

This policy will be governed by the law of England and Wales and the courts of England and Wales

Cancelling this policy

It is not possible to cancel this policy as it insures more than one party. No refund of premium will be payable in any circumstance.

Privacy Policy

Our privacy notice has been updated to reflect how **We** use **Your** personal data in accordance with the General Data Protection Regulation from 25th May 2018. The details of the privacy notice can be found here or if **You** wish to view the privacy notice on **Our** website at www.firsttitle.co.uk/privacy.

Complaints

We intend to give **You** the best possible service but if **You** do have any questions or concerns about this policy or the handling of a claim, **You** should, in the first instance, contact **Our** Compliance Department:

- by post, to **Our** registered office (which as at the **Policy Date** is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU); and/or
- by e-mail, to complaints@firsttitle.co.uk.

To assist a quick and efficient response, please ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address.

Details of **Our** internal complaint-handling procedures are available on request.

You have the right, in the event that it is not possible to reach an agreement, to make an appeal to the Financial Ombudsman Service, whose current contact details are: Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123.

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights please contact the relevant local authority Trading Standards Service or the Citizens Advice Bureau.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** financial responsibilities. The FSCS will meet 90% of **Your** claim, without any upper limit. Further information about compensation scheme arrangements can be obtained from the FSCS at www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Contacting Us

We can be contacted via the following methods:

- by post, to Our registered office (which as at the **Policy Date** is ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU). Please mark the letter for the attention of the Claims Department; and/or
- by e-mail, to claims@firsttitle.co.uk.

You must ensure that the letter/e-mail includes the form number and policy number (both of which are located at the top of this policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address.

Regulation

We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under register number 202103.

Definitions and interpretation

In addition to the definitions set out above, the words in bold and italics have the meanings set out below:

Appropriate Body	a local authority or other public body responsible for maintaining the registers and information that are covered by Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
Authorised Expenses	any costs, legal fees and expenses that We are obliged to pay under this policy and have approved in writing.
Known	having actual knowledge and not constructive knowledge or notice which may be imparted by matters appearing in public records established by local government or other relevant public bodies or from one of the other insured parties under this policy.
Market Value	the average of two valuations of the market value carried out by independent and suitably qualified valuers appointed respectively by You and Us .
Official Local Authority	direct responses from an Appropriate Body to an application made to it under Forms LLC1 and Part
Search Result	1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).
Order	a final order of a court of competent jurisdiction, local authority or other public body made in respect of an Adverse Entry .
Policy Date	the date the Search Report is dated.
Purchase, Purchasing	buying the freehold or leasehold estate in the Property .
Purchased	bought the freehold or leasehold estate in the Property .
Property	either: <ul style="list-style-type: none">• the residential property that is in or will be in multiple occupation or consists of more than one residential unit, block of flats/maisonettes, the property used for mixed purposes, the commercial property or the agricultural field specified in the Search Report, that is located in England or Wales, that is in existence as at the Policy Date and which shall be used/continue to be used as used or developed at the Policy Date; or• the vacant building plot or existing estate/property specified in the Search Report, that is located in England or Wales and that is either: 1. being developed or to be developed as a commercial or residential property estate/property in accordance with already granted planning permission/permitted development rights; or 2. to be used for a different purpose in accordance with already granted planning permission/permitted development rights.
Search Report	the report that has been issued by the Policy Issuer and provides responses to the questions and information requested in Forms LLC1 and Part 1 (Standard Enquiries) of Form CON29 (Law Society Copyright, as amended).

The headings used in this policy are for ease of reference only and shall not affect the interpretation or construction of this policy.

In the event that any provision of this policy is held to be invalid or unenforceable under any law, that provision may be ignored so that the rest of this policy remains valid and enforceable.

Signed on behalf of
First Title Insurance plc

By

A handwritten signature in black ink, appearing to be a stylized 'D' or similar character.

Authorised Signatory

© First Title Insurance plc 2019

Case/Search Number: 2438382

POLICY SUMMARY FOR THE SEARCH REPORT INSURANCE POLICY

SRIP 02/18

keyfacts[®]

This summary

This document provides a summary of the key features of the Search Report Insurance Policy (“policy”) under which insurance will be given to individual **Buyers** and **Lenders**. This document does not contain the full terms and conditions of the policy. These can be found in the specimen policy document provided with this document. This summary is not part of the policy and it does not commit us to provide insurance on these or any other terms. It is important that **You** read the policy itself. The policy is a legally binding contract between each **Buyer** and **Lender** and First Title Insurance plc and places obligations on the Insured. See the ***In the event of a claim, Limitation and reduction of Our Liability*** and ***Subrogation*** sections of the policy which details these obligations.

The Insurer

First Title Insurance plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. First Title Insurance plc provides general insurance products.

Type of insurance

The insurance given under the policy protects against **Actual Loss** up to the **Maximum Limit of Indemnity** suffered as a result of an **Adverse Entry** which affected the **Property** and would, or should have been disclosed, in **an Official Local Authority Search Result** at the time a Search Report was compiled but was not fully disclosed in the Search Report. See the **What this policy covers** and **What this policy excludes** sections of the policy.

What does the policy not cover?

All of the matters which are excluded from cover are detailed in the **What this policy excludes** section of the policy. Please read this part of the policy carefully.

Limitations of the policy

The insurance given under the Policy is a contract of indemnity against actual monetary loss and any payment under it will not exceed the **Maximum Limit of Indemnity**, as defined in the **What this policy covers** section of the policy, which should be referred to.

Cancellation terms

Because the interests of a number of persons/parties may all be protected at the same time by the insurance given under the policy in relation to each individual **Property**, no person/party insured under the policy will have the right to cancel the insurance. No refund of premium will be payable. See **labelling this policy** section of the policy.

Term of the policy

Cover under insurance given under the policy starts on the **Policy Date** as defined within the Search Report Insurance Policy and protects only the persons/parties specified in the **Who this policy covers** section of the policy and does not continue to protect any other person or party. Each person/party who is insured should check periodically to ensure that the policy still meets their needs. Please refer to the **What this policy covers** section of the policy.

Claims

Anyone wishing to claim under the insurance given under the policy must advise First Title Insurance plc in writing as soon as possible after becoming aware of any claim or circumstance which might entitle them to make a claim. Please see the ***In the event of a claim*** and ***Subrogation*** sections of the policy.

Queries

If **You** require further information or have any queries regarding the policy **You** should contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU.

Complaints

If **You** wish to complain about any aspect of the service **You** have received regarding the policy, please contact First Title Insurance plc at ECA Court, 24-26 South Park, Sevenoaks, Kent, TN13 1DU. Please quote the the form number and policy number (both of which are located at the top of the policy), the **Policy Date**, the name of the **Policy Issuer** and the **Property** address,

If **Your** complaint is not dealt with to **Your** satisfaction **You** may complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 or 0300 123 9123. There are some instances where the Financial Ombudsman Service cannot consider **Your** complaint. Making a complaint will not prejudice **Your** right to take legal proceedings.

Compensation

Should First Title Insurance plc become unable at any time to meet claims against it the Financial Services Compensation Scheme will protect **Your** interests. There are maximum levels of compensation **You** can receive under the Scheme. **You** will normally be covered for at least 90% of the payment

Case/Search Number: 2438382

due under **Your** policy. For further information the Insured can contact the Scheme helpline on 0800 678 1100 or 0207 741 4100 or visit their website at www.fscs.org.uk.

Price

The policy is provided at no cost to the Insured by the **Policy Issuer** as part of its service.

Conveyancing Data Services Ltd
4 The Pavilions
Ruscombe Business Park
Ruscombe
RG10 9NN

The Financial Conduct Authority (“FCA”). The FCA is responsible for the conduct of firms in relation to their customers in the UK. They focus mainly on protecting consumers and ensuring areas, such as Treating Customers Fairly (TCF), is embedded within all firms.

The FCA regulations require us to give you this document. Use this information to decide if our services are right for you.

Whose products do we offer? We only offer title indemnity insurance products from First Title Insurance plc.

What service will we provide you? You will not receive advice or a recommendation from us regarding title indemnity insurance policies.

What will you have to pay us for our services? There is no fee payable to us for organising the title indemnity insurance.

Do we receive commission for our services? We arrange the policy with the insurer on your behalf. We receive commission from the insurer, which is a percentage of the total premium.

Who regulates us? Conveyancing Data Services Ltd is an appointed representative of First Title Insurance plc, which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Conveyancing Data Services Ltd’s Registration number is 531163. You can check this on the FCA’s Register by visiting the FCA’s website <https://register.fca.org.uk/s/> or by contacting the FCA on 0800 111 6768.

Title Indemnity Insurance Policies – Demands and Needs

This product meets the demands and needs of those who wish to ensure that their property title indemnity insurance requirements are met now and in the future.

The title indemnity insurance policy products from First Title Insurance plc only cover actual loss as described in the respective policy terms and conditions.

We only deal with First Title Insurance plc for title indemnity insurance policies. First Title Insurance plc being an insurance company authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Please also refer to the attached policy and retain these documents for future reference.

Commercial

Regulated Water & Drainage Report

Date of Order: 13/04/2023
Date Search Entered: 19/04/2023
Case Number: 2438382
Client Reference: 560188 - APA

PROPERTY MADE SUBJECT TO SEARCH
A D ALARMS, 11 ALBION ROAD
BRADFORD
BD10 9PY

CLIENT DETAILS

Assured Sales and Progression
Ltd
ASSURED SALE &
PROGRESSION, THE
BARRACKS WAKEFIELD
ROAD
DONTEEBACT

SEWERAGE UNDERTAKER

Yorkshire Water
YORKSHIRE WATER PLC PO BOX 52
BRADFORD
BD3 7YD

Report Summary

Q1.2: Does foul drainage from the property drain to a public sewer?	YES
Q1.3: Does surface water from the property drain to a public sewer?	YES
Q1.4: 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?	NO
Q2.1: Does the public sewer map show any public sewer within the boundary of the property?	YES
Q3.3: Is the property connected to mains water supply?	YES

COMPILED & SUPPLIED BY:

Conveyancing Data Services Ltd. 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN
T: 0118 9690839
Company Reg No: 07159470
VAT Reg No: 988993907





- 1.1 Q: Is a plan showing the nearest public sewers provided?
A: A copy of an extract of the public sewer map is included. It will only show public sewers within the vicinity of the subject of this search.

Notes: The Water Company is not responsible for private drains and sewers that connect the property to the public sewerage system and does not hold details of these; therefore they are not shown on the plan. Section 104 sewers are not shown on the plan.

- 1.2 Q: Does foul drainage from the property drain to a public sewer?
A: YES. The public records indicate that foul water from the property drains to a public sewer.

Notes: If foul water does not drain to the public sewerage system the property may have private facilities in the form of a Cesspit, Septic tank or other type of treatment plant. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

- 1.3 Q: Does surface water from the property drain to a public sewer?
A: YES. The public records indicate that surface water from the property drains to a public sewer.

Notes: In some cases the water company's records do not distinguish between foul and surface water connections to the public sewerage system, if on inspection the buyer finds that the property is not connected for surface water drainage the property may be eligible for a rebate of the surface water drainage charge. Details can be obtained from the water company. The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

- 1.4 Q: 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?
A: NO. The water companys records indicate that the sewers serving the development of which this property forms part of are not the subject of an application for adoption under Section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement.

Notes: SECTION 104 AGREEMENT – An agreement made between a housing developer and the sewerage undertaker, under section 104 of the Water Industry Act 1991, for the adoption of sewers intended to serve a new development. A bond to guarantee proper performance by the developer of their obligations often supports the agreement. Where the property is part of a very recent or ongoing development and the sewers are not the subjects of an adoption application, buyers should consult with the developer to ascertain the extent of private drains and sewers for which they will hold maintenance and renewal liabilities. Final adoption is subject to the developer complying with the terms of the adoption agreement under section 104 of the Water Industry Act 1991. Where the property is part of an established development it would not normally be subject to an adoption agreement under section 104 of the Water Industry Act 1991.



- 2.1 Q: Does the public sewer map show any public sewer within the boundary of the property?
A: YES. The public sewer map shows a sewer within the boundary of the property. It has not always been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist within the boundary of the property.

Notes: The boundary of the property has been determined by reference to the Ordinance Survey record. The presence of a public sewer running within the boundary of the property may restrict further development; The water company has a statutory right of access to carry out works on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work. A section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.

- 2.2 Q: Does the public sewer map show any public sewer within 100ft (approximately 30m) of the property?
A: YES. The public sewer map indicates that there is a public sewer within 100ft of the property. It has not always been a requirement for all public sewers to be recorded on the public sewer map. It is therefore possible for unidentified public sewers to exist within 100ft of the boundary of the property.

Notes: The presence of a public sewer within 100 feet (approximately 30 metres) of the building(s) within the property can result in the local authority requiring a property to be connected to the public sewer. The measure is estimated from the centre of the property or land shown on the Ordinance Survey record. A section 104 sewer record is not an 'as constructed' record. It is recommended that these details be checked with the developer.

- 2.3 Q: 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?
A: NO. The water companys records indicate that there is not a statutory agreement or consent in respect of the building over a public sewer at this property. For historical reasons the water company may not be aware of some agreements or consents which have been entered into by the Local Authority.

Notes: The erection of a building or structure is not permitted over water mains or public sewers, without a special agreement from the water company such as a 'building over agreement'. Any such building or structure might cause damage and would restrict or interfere with the undertaker's access to the apparatus for repair, inspection, maintenance or renewal.



3.1 Q: Please advise who the sewerage undertaker is:
A: Yorkshire Water Services Ltd.

Notes: The water company is not responsible for the drains and sewers that connect the property to the public sewerage system, and do not hold the details of these. The property owner will normally have sole responsibility for private drains serving the property and may have shared responsibility with other users if a private sewer serves the property. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

3.2 Q: Which company supplies water to the area?
A: Yorkshire Water Services Ltd.

Notes: The water company is not responsible for private supply pipes connecting the property to the public water main and does not hold details of these. These may pass through land outside of the control of the seller; the buyer may wish to investigate whether separate rights or easements are needed for their inspection, repair or renewal.

3.3 Q: Is the property connected to mains water supply?
A: YES. The public records indicate that the property is connected to a mains water supply.

3.4 Q: Does the map of the waterworks show any vested water mains or assets within the boundary of the property?
A: We are not aware of any vested water mains within the boundary of the property.

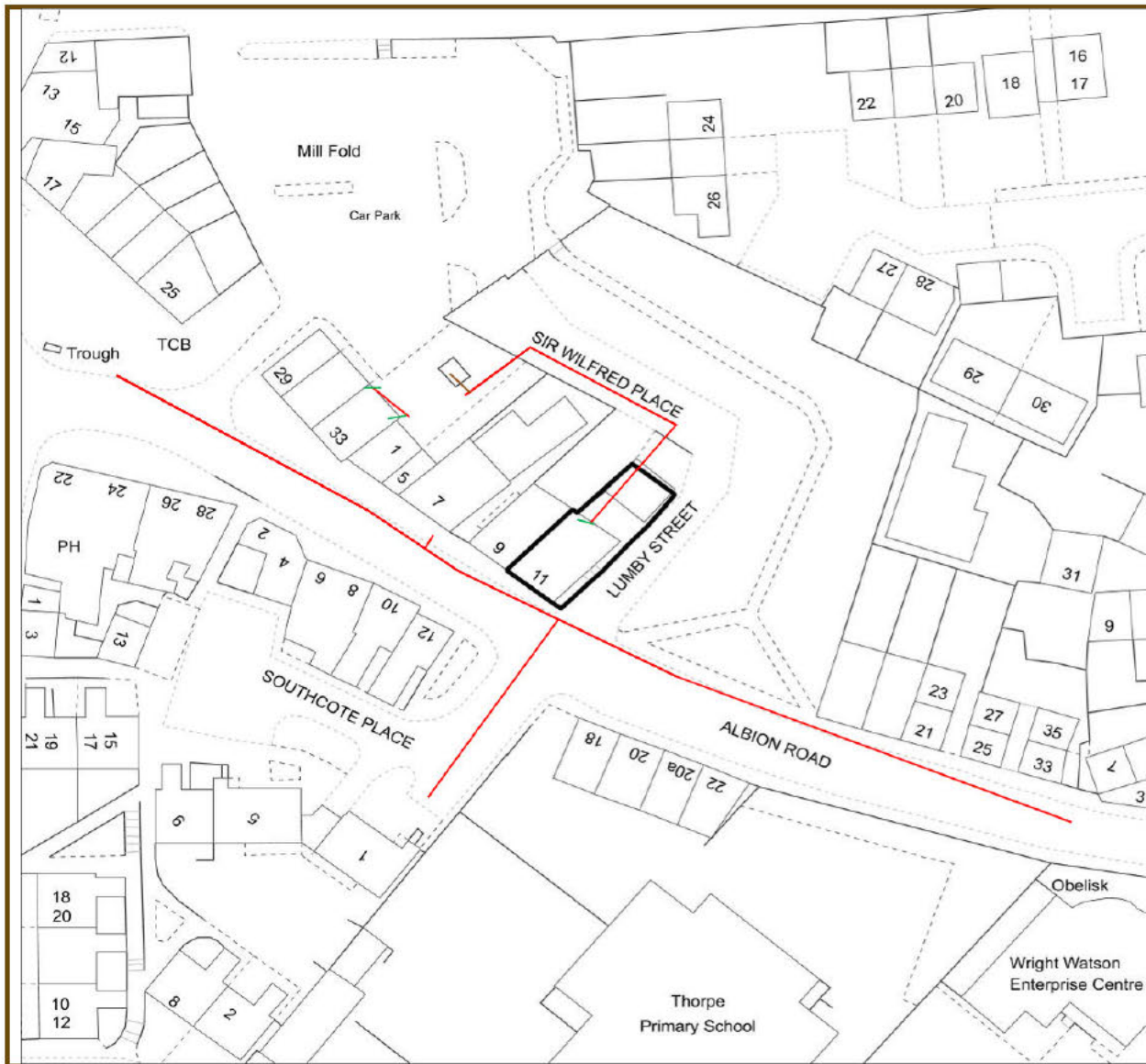
Notes: The boundary of the property has been determined by reference to the Ordinance Survey record. The presence of a vested water main within the boundary of the property may restrict further development within it. The water company has a statutory right of access to carry out work on its assets, subject to notice. This may result in employees of the water company or its contractors needing to enter the property to carry out work.

4.1 Q: What is the basis for charging for water supply and sewerage at this property?
A: Please refer to vendor or pre-contract documents.

Disclaimer

Conveyancing Data Services has made reasonable efforts to ensure the accuracy of this information, but provides it subject to the following conditions: Private sewers, private water pipes and sewers subject to a section 104 agreement are not shown on this plan. Pipes and drainage connections may not be shown. We are not, in any way, liable for inaccuracies or omissions in the information provided to us by the water company in reference to the sewerage and water pipes. We are not, in any way, liable for inaccuracies or omissions in the information provided by Ordinance Survey in reference to the location of buildings and their boundaries. Conveyancing Data Services is not responsible, in any way, for the installation, maintenance or upkeep of any the pipelines mentioned in this report or the provision of drainage and/or water services. Any queries relating to these matters should be directed to the company(s) identified in replies 3.1 and 3.2.

From 1st October 2011, ownership of private lateral drains and sewers has changed as per The Water Industry Regulations 2011 (Schemes for Adoption of Private Sewers). The copy of the Public Sewer Map may not yet reflect these changes.









© Crown Copyright and database rights (2021). Ordnance Survey (100029622)

Information in this map is taken from the Public Sewer Map and is provided for identification purposes only. The Water Companies offer no warranty to its accuracy. If you are considering any form of building works and pipes are shown in or near the boundary of the property, a surveyor should plot its exact position prior to purchase.

Sewer Key

Where a plan of the nearest public sewers has been included within the report, the colourkey is as below:

- | | |
|---|--|
|  | Public Combined Sewer |
|  | Public Surface Water Sewer |
|  | Public Foul Sewer |
|  | Sewer Publicly Maintained Under Section 24 Public Health Act 1936 |
|  | Abandoned Public Sewers |
|  | Manhole (if applicable but not always displayed on the public sewer map) |



IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by **Conveyancing Data Services Ltd (4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN. T: 0118 9690839)** which is registered with the Property Codes Compliance Board (PCCB) as a subscriber to the Search Code. The PCCB independently monitors how registered search firms maintain compliance with the Code.

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

- display the 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 financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

TPOs Contact Details:

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

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

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

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 e-mail, as you prefer, if we need more time.
- Provide a final response, in writing, at the latest within 40 working days of receipt.
- Liaise, at your request, with anyone acting formally on your behalf.

Complaints should be sent to: Lee Richards, Operations Director & Codes Compliance Officer. Conveyancing Data Services Ltd, 4 The Pavilions, Ruscombe Business Park, RG10 9NN. T:0118 9690839. Email: info@conveyancingdata.com.

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

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



TERMS AND CONDITIONS

Conveyancing Data Services, as part of its core business activities, supplies a range of conveyancing and company search reports for its clients on the Conditions set out below. These Conditions cannot be varied unless agreed in writing by a director of Conveyancing Data Services.

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these Conditions the following words shall have the meanings set opposite them:
"Conveyancing Data Services Report" means any Report that we produce on your behalf.
"Charges" means our charges for providing the Services, which will be notified to you on the Order Form. "Confirmation of Order" means either when we confirm acceptance of your Order whether by telephone, facsimile or electronic means or when we supply you with the Report, whichever occurs first.
"Intellectual Property Rights" means any enforceable intellectual property right including without limitation copyright, database right, trademark, patent, trade secret or design right.
"Order" means your request for us to provide the Services, which you place Online or by completing an Order Form and sending it to us by facsimile, post or by electronic means or orally confirming the details of the Order by telephone.
"Order Form" means our Order Form from time to time. "Property" means the property address or location for which you require a Report.
"Report" means any report (s) that you have asked us to deliver to you as detailed in the Order Form whether an Conveyancing Data Services Report or a Third Party Report.
"Third Party Report" means any Report that we procure from a third party on your behalf.
"Services" means our delivery of Reports to you.
"Us" "we" "our" means Conveyancing Data Services Limited whose registered office is at 4 The Pavilions, Ruscombe Business Park, Ruscombe, RG10 9NN
"Working Day" means Mondays to Fridays except bank and public holidays.
"You" "Your" means the person firm or company who instructs us to provide them with a Report either on their own behalf or as agent of the Client.
1.2 Headings used in these Conditions are for convenience only and shall not affect their interpretation.
1.3 If there is a conflict between an Order and the Conditions, the Order will prevail.

2. THE SERVICES

- 2.1 We will not be obliged to accept any Order and we may refuse to provide the Services at any time without giving any reason. No contract for Services will come into force until the Confirmation of Order.
2.2 Each Order if accepted by us will constitute a separate and severable contract.
2.3 We will use reasonable endeavours to ensure that the information contact within any Report is accurate at the date of its publication. You accept, however, that information on which any Report is based may be subject to change from the date of its publication and we cannot be held liable for failing to include or omit any information in the Report, which becomes publicly available after the date of publication.
2.4 Any indication that we may give as to the time in which we will deliver the Reports will be a good faith estimate only. We will use all reasonable endeavours to deliver the Reports within the time-scale that we have estimated. However, time of delivery of Reports is not of the essence.
2.5 Subject to anything else contained within these Conditions, all other warranties, conditions, terms, undertakings and obligations, whether express or implied are expressly excluded.
2.6 In providing search reports and services we will comply with the Search Code

3. CHARGES

- 3.1 Unless expressed otherwise, the Charges will include VAT at the applicable rate.
3.2 You will be primarily liable to pay us the Charges plus VAT. You will pay us the Charges within 14 days (unless shown otherwise) of the date of our invoice without deduction or set off. If you fail us the Charges in accordance with the payment terms set out in our invoice, we reserve the right to do one or more of the following:
3.2.1 Charge interest on the amount outstanding in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended) from the date of the invoice until we receive full payment in cleared funds both before as well as after any judgement;
3.2.2 Suspend or terminate any Services that we have agreed to provide to you provided that any such suspension or termination shall not affect your liability to pay us such Charges as have accrued to us at the end of such suspension or termination.

4. YOUR OBLIGATIONS

- 4.1 You agree to ensure that the information that you supply to us in the Order including without limitation details of the Property is complete, accurate and up to date. You will notify us immediately you become aware of any inaccuracy contained within the Order.
4.2 You agree that any Report that we may deliver to you is delivered to you on the understanding that it is only for your use and for the purpose that you have disclosed to us.
4.3 You will procure that any client of yours for whom you place an Order accepts and agrees to be bound by these Conditions and any provisions contained within the Reports. You will on demand provide us with written confirmation of your compliance with this clause 4.3.
4.4 If there is any conflict between a provision of any Third Party Reports relating to your permitted use of the Reports and the corresponding provisions in these Conditions, the provisions of the Reports will prevail.

5. CANCELLATION

- 5.1 Should you wish to cancel or re-schedule an Order, you agree to give us as much notice (in writing) as is reasonably practicable. However, you will not be entitled to obtain a refund of the Charges if you cancel on or after the Confirmation Date.
5.2 Cancellation of an order will only be refunded if we have not incurred any costs for the order.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 Any and all Intellectual Property Rights in the Conveyancing Data Services Reports shall vest in us and remain our property. We disclaim all proprietary rights including, without limitation, Intellectual Property Rights in Third Party Reports.
6.2 You will not acquire nor will you attempt to register any Intellectual Property Rights in any Reports whether on your own behalf or on behalf of any Client. You further agree not to use the Report in whole or part other than is expressly permitted by these Conditions.

7. LIMITATION OF LIABILITY

- 7.1 We cannot accept any liability for any error in a Report, which is based on any error or inaccuracy in a public register. Nor will be liable for any information contained within a Report, which is based on information that we have obtained from a third party (not being information derived from the public register).
7.2 We cannot accept any responsibility for any inaccuracy or error in the Report that is based on incomplete or inaccurate information supplied by you.
7.3 Subject to any other provisions in these Conditions, we will not be liable to you for any loss, damages, costs or expenses caused directly or indirectly by a delay in Delivery (even if caused by our negligence).
7.4 We will not be liable for any loss of actual or anticipated profits or savings, loss of business, loss of opportunity or for any special, indirect or consequential loss whether arising from a breach of the Conditions or negligence in performing the Services even if we were advised of or knew of likelihood of such loss occurring.
7.5 We will not be liable for any failure to perform our services due to an event beyond our reasonable control.
7.6 Subject to the foregoing, our entire aggregate liability to you for direct loss arising from our being in breach of these Conditions or negligent in the course of performing the Services will not exceed £10,000,000 per claim.

8. FORCE MAJEURE

- 8.1 We will not be liable for any failure to perform the Services due to an event beyond our reasonable control. If our performance of the Services is delayed due to an event beyond our reasonable control, we will notify you promptly of the reason for such a delay and you agree to give us such an extension to perform the Services as is reasonable in the circumstances.

9. ASSIGNMENT

- 9.1 You may not assign, charge or transfer any of your obligations under the Conditions without our prior written consent.
9.2 We may assign and/or sub-contract any contract for Services at any time on notice to you.

10. GENERAL

- 10.1 These Conditions constitute the entire agreement between you and us in respect of the Services and supersede any earlier arrangements, understandings, promises, or agreements made between the parties in respect of the Services.
10.2 You acknowledge that in instructing us to provide the Services, you do not do so on the basis of any representation, warranty or provision not expressly contained within these Conditions.
10.3 If at any time, any one or more of these Conditions are held to be unenforceable, illegal or otherwise invalid in any respect, such enforceability, illegality or invalidity shall not affect the remaining Condition, which shall remain in full force and effect.
10.4 Any failure by us to enforce a breach of the Conditions by you will not be deemed to be a waiver of any subsequent breach of these Conditions that you may make.
10.5 Nothing in these Conditions shall be deemed to create or be deemed to create a partnership or joint venture between us and you or the relationship of principal and agent or employer and employee.
10.6 These Conditions will be governed exclusively by English law. You and we agree to submit exclusively to the jurisdiction of the English courts.
10.7 Independent dispute resolution. If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme (website www.tpos.co.uk, email: admin@tpos.co.uk). We will co-operate fully with the Ombudsman during an investigation and comply with his final decision.
10.8 The Company's complaints procedure is shown above.
10.9 All information held by the company is covered by the Data Protection Act 2018 which include provision for compliance with the General Data Protection Regulations (GDPR). Our Privacy Policy explains how we store, protect and use your personal data and can be viewed at http://www.conveyancingdata.com/pub/privacy_statement_final_for_cd.pdf.