

1 Back Cavendish Road, Eccleshill, Bradford, BD2 2EB



Auction Pack

Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of: 1 Back Cavendish Road

In line with the Consumer Protection Regulations 2008, the information enclosed supports our details in providing the purchaser with as much relevant information as possible that may affect their buying decision. This enforces commitment to providing the most complete and professional service for all our clients, whether buying or selling the property.

Although the information in this pack is designed to help, the information provided is from the seller of the property and cannot guarantee the accuracy. Where the information has been sourced via the risk assessment database it is done so based on the property postcode and again this cannot be guaranteed by for accuracy. Although this pre sale pack provides an overview for a potential purchasers it does not and must not replace the usual checks that would be carried out on both parties' behalf by their acting Solicitors

CONDITIONAL AUCTION TERMS AND CONDITIONS

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

There are three sections:

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

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

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

Important Notice

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

- Read these Conditional Auction Terms and Conditions and the Buying section of the Auctioneer's Website
- Check the Buyer Information Pack including the Special Conditions for the Property
- Take advice from professionals such as a conveyancer, a financial advisor, or a surveyor where appropriate.
- Have finance available for the Purchase Price, the Reservation Fee, and any additional fees stated in the Special Conditions These Conditions assume that a Buyer has acted as a prudent Buyer, and bidding without doing so is at your own risk.

Glossary

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

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

Wherever it makes sense:

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

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

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

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

ARREARS ARREARS of rent and other sums due under the TENANCIES and still outstanding on the ACTUAL COMPLETION DATE. ARREARS Schedule The ARREARS schedule (if any) forming part of the SPECIAL CONDITIONS.

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

CATALOGUE

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE T

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE As specified in the CONTRACT.

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

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

ONLINE On our website.

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

RESERVATION AGREEMENT

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

RESERVATION FEE

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

SALE CONDITIONS

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY Schedule

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

TRANSFER

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

We (and Us and Our)

The AUCTIONEERS.

You (and Your) Someone who has seen the CATALOGUE or who attends or bids at or otherwise articipates in the AUCTION, whether or not a BUYER.

Auction Conduct Conditions

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

A1 Introduction

- **A1.1** The AUCTION CONDUCT CONDITIONS apply wherever the LOT is located.
- **A1.2** If YOU make a bid for a LOT or otherwise participate in the AUCTION it is on the basis that YOU accept these AUCTION CONDUCT CONDITIONS. They govern OUR relationship with YOU. They can be varied only if WE agree.

A2 OUR role

- A2.1 As agents for each SELLER we have authority to
- (a) prepare the CATALOGUE from information supplied by or on behalf of each SELLER;
- (b) offer each LOT for sale by conditional AUCTION;
- (c) receive and hold deposits (if applicable);
- (d) sign each RESERVATION AGREEMENT; and
- **(e)** treat a RESERVATION AGREEMENT as repudiated if the BUYER fails to sign the RESERVATION AGREEMENT or pay a RESERVATION FEE as required by these AUCTION CONDUCT CONDITIONS or fails to provide identification as required by the AUCTIONEERS.

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 number WYK161746 Edition date 11.07.2018

- This official copy shows the entries on the register of title on 24 MAY 2023 at 14:00:24.
- 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 24 May 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

- (19.09.2007) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 1 Back Cavendish Road, Eccleshill, Bradford (BD2 2EB).
- The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 25 April 1901 referred to in the Charges Register:-

"Together also with general rights of way at all times hereafter and for all purposes for the said Ernest Winterburn his heirs and assigns in common with the Vendors their heirs and assigns and all other persons entitled to similar rights to and from the said plot of land over and along the whole of the said Back Road and also the use of sewers made or intended to be made under the said Back Road RESERVING nevertheless unto the Vendors theirs heirs and assigns general rights of way at all times hereafter and for all purposes in common with the said Ernest Winterburn his heirs and assigns and all other persons entitled to similar rights over such part of the said plot of land hereby conveyed as is appropriated towards the said Back Road and also the right to lay down and to renew and repair pipes under the same part of the said Back Road and also the use of the sewers and pipes hereinbefore mentioned.

3 (19.09.2007) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan. The property description has been altered to reflect the land remaining in the title.

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

(05.08.2016) PROPRIETOR: JULIAN THOMAS SHARP of 1 Back Cavendish Road, Eccleshill, Bradford BD2 2EB.

B: Proprietorship Register continued

- 2 (05.08.2016) The price stated to have been paid on 21 July 2016 was £55,000.
- 3 (05.08.2016) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the conveyancer is satisfied that the person who executed the document submitted for registration as disponor is the same person as the proprietor.
- 4 (05.08.2016) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 5 (15.06.2018) The proprietor's address for service has been changed.

C: Charges Register

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

- A Conveyance dated 12 July 1899 made between (1) Alfred Eddison Hutton and (2) William Greenwood Mitton and others contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- A Conveyance of the land in this title dated 25 April 1901 made between (1) Arthur White (2) William Greenwood Mitton and others (Vendors) and (3) Ernest Winterburn contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (15.06.2018) REGISTERED CHARGE dated 12 June 2018.
- 4 (15.06.2018) Proprietor: SKIPTON BUILDING SOCIETY of The Bailey, Skipton, N. Yorkshire BD23 1DN.

Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 25 April 1901 referred to in the Charges Register:-

"AND the said Ernest Winterburn for himself his heirs and assigns hereby covenants with the Vendors their heirs and assigns that he will at his own expense forthwith (if not already done) appropriate from the said plot of land the portion coloured brown upon the said plan within the boundary lines of the land intended to be hereby conveyed towards the said Back Road And also will at the like expense and according to the directions of the said Vendors their heirs or assigns or their agent for the time being if and when required forthwith pave and flag such portion of the said Back Road (if not already done) in the same manner as similar streets or roads in Eccleshill are paved and flagged and will keep the same in good repair and condition until the same shall become repairable by the public And also will at the expense and according to the like directions make (if not then already done) one half of a sewer under such part of the said Back Road as is coextensive with the said plot of land hereby assured and will keep the same in good repair and condition until the same shall become repairable by the public And also will not at any time hereafter encroach upon the said Back Road by placing steps upon the same or otherwise nor erecting any building of any description upon the said plot of land within a distance of twenty yards from the back line of the main building known as Hall Terrace save only porches windows and other architectural ornaments And also that all buildings or walls intended to be permanent and facing Victoria Road aforesaid which may at any time hereafter be erected by the said Ernest Winterburn his heirs or assigns shall be faced with new stone And also that no noxious or offensive trade or business shall be carried on in or upon the said plot of land And also that no bricks shall be made or burnt on the said plot of land hereby assured or any part thereof And also that no building or erection which shall be erected upon the said plot of land hereby assured shall be used as a Public House for the retail of wine beer or alcoholic liquors nor as a political club."

Title number WYK161746

Schedule of restrictive covenants continued

 ${\tt NOTE:}$ The roadway coloured Brown referred to forms part of the back road adjoining the eastern boundary of the land in this title.

End of register

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Title number WYK161746

Schedule of restrictive covenants continued

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End of register



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

Address of the property	
	Postcode Postcode
Full names of the seller	
Seller's solicitor Name of solicitor's firm	
Address	
Email	
Reference number	

About this form

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

Definitions

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

Instructions to the seller

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

Instructions to the buyer

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

1. Boundaries

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

1.1	Looking towards the property from the roa to maintain or repair the boundary features		cepts re	esponsibility
	(a) on the left?	Seller Shared		Neighbour Not known
	(b) on the right? Seller Shared (c) at the rear? Seller Shared	Seller		Neighbour Not known
		Seller		Neighbour Not known
	(d) at the front?	Seller Shared		Neighbour Not known
1.2	If the boundaries are irregular please indic reference to a plan:	ate ownership by w	ritten (description or by
1.3	Is the seller aware of any boundary feature moved in the last 10 years or during the se of ownership if longer? If Yes, please give	eller's period	Yes	No
1.4	During the seller's ownership, has any adjor property been purchased by the seller? If Yes, please give details:		Yes	☐ No

1.5	Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road, for example cellars under the pavement, overhanging eaves or covered walkways? If Yes, please give details:	Yes No
1.6	Has any notice been received under the Party Wall etc. Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:	Yes No To follow
2.	Disputes and complaints	
2.1	Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:	Yes No
2.2	Is the seller aware of anything which might lead to	
	a dispute about the property or a property nearby? If Yes, please give details:	Yes No
3.	Notices and proposals	
3.1	Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:	Yes No

3.2	Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby?		Yes			No	
	If Yes, please give details:						
4.	Alterations, planning and building of	or	itrol				
form comprod authorsche Pers sche Note value follov	Note to seller: All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, Building Regulations consents and completion certificates should be provided. If the seller has had works carried out the seller should produce the documentation authorising this. Copies may be obtained from the relevant local authority website. Competent Persons Certificates may be obtained from the contractor or the scheme provider (e.g. FENSA or Gas Safe Register). Further information about Competent Persons Certificates can be found at: https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised Note to buyer: If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that collowing completion of the sale, the property will be put into a higher council tax band. Further information about council tax valuation can be found at: http://www.gov.uk/government/organisations/valuation-office-agency						
4.1	Have any of the following changes been made to the whole (including the garden)?	e or	any pa	rt of t	the	property	
	(a) Building works (e.g. extension, loft or garage conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:		Yes			No]
	(b) Change of use (e.g. from an office to a residence)		Yes	Г	_	No	
] 165			Year	
	(c) Installation of replacement windows, roof windows, roof lights, glazed doors since 1 April 2002		Yes			No Year	
	(d) Addition of a conservatory		Yes			No Year	

4.2	If Yes to any of the questions in 4.1 and if the work was undertaken during the seller's ownership of the property:			
	(a) please supply copies of the planning permissions, Building Completion Certificates, OR:	g Regulations approvals and		
	(b) if none were required, please explain why these were not development rights applied or the work was exempt from Bui			
	ner information about permitted development can be found at: s://www.planningportal.co.uk/info/200126/applications			
4.3	Are any of the works disclosed in 4.1 above unfinished? If Yes, please give details:	Yes No		
4.4	Is the seller aware of any breaches of planning			
	permission conditions or Building Regulations	Yes No		
	consent conditions, unfinished work or work that does not have all necessary consents? If Yes, please give details:			
4.5	Are there any planning or building central icques			
4.5	Are there any planning or building control issues to resolve? If Yes, please give details:	Yes No		
4.6	Have solar panels been installed?	Yes No		
	If Yes:			
	(a) In what year were the solar panels installed?	Year		
	(b) Are the solar panels owned outright?	Yes No		
	(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents e.g. copies of electricity bills for feed in tariffs.	Yes No To follow		

	Is the property or any part of it:		
	(a) a listed building?	Yes No	
	(b) in a conservation area?	Yes No	
	If Yes, please supply copies of any relevant documents.	Enclosed To follow	
4.8	Are any of the trees on the property subject to a Tree Preservation Order?	Yes No	
	If Yes:		
	(a) Have the terms of the Order been complied with?	Yes No	
	(b) Please supply a copy of any relevant documents.	Enclosed To follow	
5 .	Guarantees and warranties		
Note to seller : All available guarantees, warranties and supporting paperwork should be supplied before exchange of contracts.			
befor		paperwork snould be supplied	
Note or ma		n who had the work carried out h to contact the company to	
Note or ma	re exchange of contracts. • to buyer: Some guarantees only operate to protect the personay not be valid if their terms have been breached. You may wis	who had the work carried out h to contact the company to guarantee will apply to you.	
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Note or ma estab	to buyer: Some guarantees only operate to protect the person ay not be valid if their terms have been breached. You may wis blish whether it is still trading and if so, whether the terms of the Does the property benefit from any of the following guara	n who had the work carried out the to contact the company to guarantee will apply to you.	
Note or ma estab	to buyer: Some guarantees only operate to protect the personay not be valid if their terms have been breached. You may wis blish whether it is still trading and if so, whether the terms of the Does the property benefit from any of the following guara If Yes, please supply a copy.	who had the work carried out h to contact the company to guarantee will apply to you. ntees or warranties? Yes No	
Note or ma estab	to buyer: Some guarantees only operate to protect the personal ay not be valid if their terms have been breached. You may wis olish whether it is still trading and if so, whether the terms of the Does the property benefit from any of the following guara If Yes, please supply a copy. (a) New home warranty (e.g. NHBC or similar)	who had the work carried out h to contact the company to guarantee will apply to you. ntees or warranties? Yes No Enclosed To follow Yes No	
Note or ma estab	to buyer: Some guarantees only operate to protect the personal ay not be valid if their terms have been breached. You may wis olish whether it is still trading and if so, whether the terms of the Does the property benefit from any of the following guarant of Yes, please supply a copy. (a) New home warranty (e.g. NHBC or similar)	who had the work carried out h to contact the company to guarantee will apply to you. ntees or warranties? Yes No Enclosed To follow Yes No Enclosed To follow Yes No	

	(f) Roofing	Yes No To follow
	(g) Central heating	Yes No Enclosed To follow
	(h) Underpinning	Yes No To follow
	(i) Other (please state):	Yes No Enclosed To follow
5.2	Have any claims been made under any of these guarantees or warranties? If Yes, please give details:	Yes No
6.	In a company of a	
U.	Insurance	
6.1	Does the seller insure the property?	Yes No
6.1		Yes No
6.1	Does the seller insure the property?	Yes No
	Does the seller insure the property?	Yes No
6.1 6.2	Does the seller insure the property? If not, why not? If the property is a flat, does the landlord insure	Yes No
6.1 6.2 6.3	Does the seller insure the property? If not, why not? If the property is a flat, does the landlord insure the building?	Yes No

	(c) subject to unusual conditions?		
	(-,,	Yes	∐ No
	(d) refused?	Yes	No
	If Yes, please give details:		
6.5	Has the seller made any buildings insurance claims? If Yes, please give details:	Yes	☐ No
_			
1.	Environmental matters		
Flo	oding		
occu infor www	e: Flooding may take a variety of forms: it may be seasonal or incrence. The property does not need to be near a sea or river formation about flooding can be found at: v.gov.uk/government/organisations/department-for-environal flood risk check can be found at: www.gov.uk/check-flood-risk	or flooding to o	ccur. Further
	d our updated Flood Risk Practice Note at https://www.lawsocices/advice/practice-notes/flood-risk/	ciety.org.uk/s	upport-
7.1	Has any part of the property (whether buildings or surrounding garden or land) ever been flooded? If Yes, please state when the flooding occurred and identify the parts that flooded:	Yes	No
If No	to question 7.1 please continue to 7.3 and do not answer	7.2 below.	
7.2	What type of flooding occurred?		
	(a) Ground water	Yes	☐ No
	(b) Sewer flooding	Yes	☐ No
	(c) Surface water	Yes	No

	(d) Coastal flooding	Yes	No
	(a) Diver fleeding	□ Vaa	No
	(e) River flooding	Yes	No
	(f) Other (please state):		
7.3	Has a Flood Risk Report been prepared? If Yes, please supply a copy.	Yes Enclose	No To follow
	ner information about the types of flooding and Flood Risk orts can be found at: www.gov.uk/government/organisations/		
Rac	lon		
Engl prop Rado	e: Radon is a naturally occurring inert radioactive gas found in the and and Wales are more adversely affected by it than others. Referties with a test result above the 'recommended action level'. From can be found at: www.gov.uk/government/organisations/pwww.publichealthwales.wales.nhs.uk.	emedial actior urther informa	is advised for ition about
7.4	Has a Radon test been carried out on the property?	Yes	No
	If Yes:		
	(a) please supply a copy of the report	Enclose	d To follow
	(b) was the test result below the 'recommended action level'?	Yes	No No
7.5	Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?	Yes Not kno	No wn
Ene	ergy efficiency		
prop	e: An Energy Performance Certificate (EPC) is a document that gerty's energy usage. Further information about EPCs can be fous://www.gov.uk/buy-sell-your-home/energy-performance-ce	ind at:	ion about a
7.6	Please supply a copy of the EPC for the property.	Enclose Already	d To follow supplied

7.7	Have any installations in the property been financed under the Green Deal scheme? If Yes, please give details of all installations and supply a copy of your last electricity bill.	Yes No To follow
	ner information about the Green Deal can be found at: v.gov.uk/green-deal-energy-saving-measures	
Jap	anese knotweed	
untre grou	2: Japanese knotweed is an invasive non-native plant that can eated. The plant consists of visible above ground growth and a nd in the soil. It can take several years to control and manage ment plan and rhizomes may remain alive below the soil even	n invisible rhizome (root) below through a management and
7.8	Is the property affected by Japanese knotweed?	Yes No Not known
	If Yes, please state whether there is a Japanese knotweed management and treatment plan in place and supply a copy with any insurance cover linked to the plan.	Yes No Not known Enclosed To follow
8.	Rights and informal arrangements	
of le	e: Rights and arrangements may relate to access or shared usess than seven years, rights to mines and minerals, manorial rigers. If you are uncertain about whether a right or arrangement see ask your solicitor.	ghts, chancel repair and similar
8.1	Does ownership of the property carry a responsibility to contribute towards the cost of any jointly used services, such as maintenance of a private road, a shared driveway, a boundary or drain? If Yes, please give details:	Yes No
0.0		
8.2	Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)? If Yes, please give details:	Yes No

8.3	Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:	Yes	No No
8.4	Does the seller know if any of the following rights benefit	the property:	:
	(a) Rights of light	Yes	No
	(b) Rights of support from adjoining properties	Yes	No
	(c) Customary rights (e.g. rights deriving from local traditions)	Yes	No
8.5	Does the seller know if any of the following arrangements	affect the pr	operty:
	(a) Other people's rights to mines and minerals under the land	Yes	No
	(b) Chancel repair liability	Yes	No
	(c) Other people's rights to take things from the land (such as timber, hay or fish)	Yes	No
	If Yes, please give details:		
8.6	Are there any other rights or arrangements affecting		
0.0	the property? This includes any rights of way. If Yes, please give details:	Yes	No

Ser	vices crossing the property or neighbouring prope	erty
8.7	Do any drains, pipes or wires serving the property cross any neighbour's property?	Yes No Not known
8.8	Do any drains, pipes or wires leading to any neighbour's property cross the property?	Yes No Not known
8.9	Is there any agreement or arrangement about drains, pipes or wires?	Yes No Not known
	If Yes, please supply a copy or give details:	Enclosed To follow
9.	Parking	
9.1	What are the parking arrangements at the property?	
9.2	Is the property in a controlled parking zone or within a local authority parking scheme?	Yes No Not known
10	Other charges	
rent there	e: If the property is leasehold, details of lease expenses such as should be set out on the separate TA7 Leasehold Information Fe may still be charges: for example, payments to a management te drainage system.	orm. If the property is freehold,
10.1	Does the seller have to pay any charges relating to the property (excluding any payments such as council	Yes No
	tax, utility charges, etc.), for example payments to a management company? If Yes, please give details:	

11. Occupiers						
	Does the seller live at the property?	Yes No				
11.2	Does anyone else, aged 17 or over, live at the property?	Yes No				
If No to question 11.2, please continue to section 12 'Services' and do not answer 11.3–11.5 below.						
11.3	Please give the full names of any occupiers (other than the	e sellers) aged 17 or over:				
11.4	Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?	Yes No				
11.5	Is the property being sold with vacant possession?	Yes No				
	If Yes, have all the occupiers aged 17 or over:					
	(a) agreed to leave prior to completion?	Yes No				
	(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.	Yes No Enclosed To follow				
12.	Services					
relev can l	e: If the seller does not have a certificate requested below this carent Competent Persons Scheme. Further information about Corpe found at: https://www.gov.uk/guidance/competent-personhow-schemes-are-authorised	mpetent Persons Schemes				
Elec	etricity					
12.1	Has the whole or any part of the electrical installation been tested by a qualified and registered electrician?	Yes No				
	If Yes, please state the year it was tested and provide a copy of the test certificate.	Year Enclosed To follow				
12.2	Has the property been rewired or had any electrical installation work carried out since 1 January 2005?	Yes No				
	If Yes, please supply one of the following:					
	(a) a copy of the signed BS7671 Electrical Safety Certificate	Enclosed To follow				
	(b) the installer's Building Regulations Compliance Certificate	Enclosed To follow				
	(c) the Building Control Completion Certificate	Enclosed To follow				

Central heating

12.3	Does the property have a central heating sys	stem?	Yes	No
	If Yes:			
	(a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc.)?(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form.			
			Not known Enclosed	Date To follow
	(c) Is the heating system in good working order?		Yes	No
	(d) In what year was the heating system last ser maintained? Please supply a copy of the inspec		Not known Enclosed Not availab	To follow
Drai	nage and sewerage		Not availat	ле
Note: Further information about drainage and sewerage can be found at: www.gov.uk/government/organisations/environment-agency				
12.4	Is the property connected to mains:			
	(a) foul water drainage?	Yes	No	Not known
	(b) surface water drainage?	Yes	No	Not known
If Yes to both questions in 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.10 below.				
12.5	Is sewerage for the property provided by:			
	(a) a septic tank?		Yes	No
If the property is in England and you answered Yes to question 12.5 and your septic tank discharges directly into surface water, you must do one of the following as soon as possible: • connect to mains sewer • install a drainage field (also known as an infiltration system) so the septic tank can				
discharge to ground instead				
 replace your septic tank with a small sewage treatment plant You must have plans in place to carry out this work within a reasonable timescale, typically 12 months. 				
12.5.	1 When was the septic tank last replaced or	upgraded?		Month Year
TA	Law Society Property Information Form	Page 15 o	of 18 © La	w Society 2020

	(b) a sewage treatment plant?	Yes No			
	(c) cesspool?	Yes No			
12.6	Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties? If Yes, how many properties share the system?	Yes No Properties share			
12.7	When was the system last emptied?	Year			
12.8	If the property is served by a sewage treatment plant, when was the treatment plant last serviced?	Year			
12.9	When was the system installed?	Year			
Note: Some systems installed after 1 January 1991 require Building Regulations approval, environmental permits or registration. Further information about permits and registration can be found at: www.gov.uk/government/organisations/environment-agency					
12.10	Is any part of the septic tank, sewage treatment plant (including any soakaway or outfall) or cesspool, or the access to it, outside the boundary of the property? If Yes, please supply a plan showing the location of the	Yes No To follow			
system and how access is obtained. Specific information about permits and general binding rules can be found at www.gov.uk/permits-you-need-for-septic-tanks					

13. Connection to utilities and services

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

Mains electricity Yes No	Mains gas	Yes No
Provider's name	Provider's name	
Location of meter	Location of mete	ır
Mains water Yes No	Mains sewera	age Yes No
Provider's name	Provider's name	
Location of stopcock	_	
Location of meter, if any	_	
Telephone Yes No	Cable	Yes No
Provider's name	Provider's name	

14. Transaction information 14.1 Is this sale dependent on the seller completing the Yes No purchase of another property on the same day? 14.2 Does the seller have any special requirements about a Yes No moving date? If Yes, please give details: 14.3 Will the sale price be sufficient to repay all mortgages Yes No and charges secured on the property? No mortgage 14.4 Will the seller ensure that: (a) all rubbish is removed from the property (including from Yes No the loft, garden, outbuildings, garages and sheds) and that the property will be left in a clean and tidy condition? (b) if light fittings are removed, the fittings will be replaced Yes No with ceiling rose, flex, bulb holder and bulb? (c) reasonable care will be taken when removing any other Yes No fittings or contents? (d) keys to all windows and doors and details of alarm codes Yes No will be left at the property or with the estate agent? Signed: Dated:

The Law Society

Each seller should sign this form.

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

Signed:

Dated:

Law Society Fittings and Contents Form (3rd edition)

Address of the property		
	Postcode	
Full names of the seller		
ruii fiames of the sener		
Seller's solicitor		
Name of solicitor's firm		
Address		
Face 2		
Email		
Reference number		
Reference number		
About this form		
	The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as th form may become part of the contract between the buyer and seller.	

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

Definitions

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





Instructions to the seller and the buyer

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

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

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

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

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

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

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

1 Basic fittings

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

1 Basic fittings (continu	ued)						
	li	ncluded	Excluded	None	Pric	:e	Comments
Electric sockets							
Burglar alarm							
Other items (please specify)							
2 Kitchen							
Note: In this section please a	lso ind	licate wh	nether the	e item is	fitted o	r freestand	ding.
	Fitted	Free- standing	Included	Excluded	None	Price	Comments
Hob							
Extractor hood							
Oven/grill							
Cooker							
Microwave							
Refrigerator/fridge-freezer							
Freezer							
Dishwasher							
Tumble-dryer							
Washing machine							
Other items (please specify)							

3 Batiliooiii					
	Included	Excluded	None	Price	Comments
Bath					
Shower fitting for bath					
Shower curtain					
Bathroom cabinet					
Taps					
Separate shower and fittings					
Towel rail					
Soap/toothbrush holders					
Toilet roll holders					
Bathroom mirror					
Bathroom mirror 4 Carpets					
	Included	Excluded	None	Price	Comments
				Price	Comments
4 Carpets			None	Price	Comments
4 Carpets Hall, stairs and landing			None	Price	Comments
4 Carpets Hall, stairs and landing Living room			None	Price	Comments
4 Carpets Hall, stairs and landing Living room Dining room			None	Price	Comments
4 Carpets Hall, stairs and landing Living room Dining room Kitchen			None	Price	Comments
4 Carpets Hall, stairs and landing Living room Dining room Kitchen Bedroom 1			None	Price On the second of the sec	Comments
Hall, stairs and landing Living room Dining room Kitchen Bedroom 1 Bedroom 2			None	Price	Comments
Hall, stairs and landing Living room Dining room Kitchen Bedroom 1 Bedroom 2 Bedroom 3			None	Price On the state of the state	Comments
Hall, stairs and landing Living room Dining room Kitchen Bedroom 1 Bedroom 2 Bedroom 3		Excluded O O O O O O O O O O O O O O O O O O	None	Price On the state of the state	Comments

Light fittings

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

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

Fitted units

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

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

Fitted units (continued) Included Excluded Price None Comments Other rooms (please specify) Outdoor area Included Excluded Price Comments None Garden furniture Garden ornaments Trees, plants, shrubs Barbecue **Dustbins** Garden shed Greenhouse Outdoor heater Outside lights Water butt Clothes line Rotary line Other items (please specify)

	Included	Excluded	None	Price	Comments
Telephone receivers					
Television aerial					
Radio aerial					
Satellite dish					
10 Stock of fuel					
	Included	Excluded	None	Price	Comments
Oil					
Wood					
Liquefied Petroleum Gas (LPG)					
11 Other items					
		Included	Excluded	Price	Comments
Signed:				Dated	d:
Signed:					d:

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

Each seller should sign this form.

9 Television and telephone

OneSearch Prime



Regulated Local Authority Search

Land Charges Summary

This search reveals 4 registration(s) as described in the schedule hereto.



Planning Permissions

Yes

Sections 1.1a-1.1i



Building Regulations Approval

Sections 1.1j-1.1l

Yes



Planning Designations and **Proposals**

Identified

Section 1.2



Roads

Roads, Footways, and Footpaths Maintained at Public Expense

Section 2.1

Private





Nearby Road Schemes

No

Section 3.4



Nearby Railway Schemes

Section 3.5

Traffic Schemes

Section 3.6

Identified

No

About Your Search

Search Type:

Land Charges Register and Local Search Enquiries

Property:

1 Back Cavendish Road

Eccleshill Bradford

BD2 2EB

Bradford City Metro District Council City Hall, Bradford, West Yorkshire, BD1 1HY.

Our Reference:

XX/3441493

Your Reference:

1474f403-4ed9-4aed-a471-839545f7bl

Prepared by:

mdocherty

Invoice Number:

E24699941

Date:

02/06/2023

you would like to order any additional recommended searches or insurances, please do not hesitate to contact our Customer Service Team on:



0800 052 0117

cs@onesearchdirect.co.uk



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

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Contents

3.15

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

Assets of Community Value

Searc	ch of Local Land Charges Register
Loca	Search Enquiries
1.1	Planning and Building Regulation Decisions and Pending Applications
1.2	Planning Designations and Proposals
2.1	Roads, Footways and Footpaths
2.2 - 2	2.5 Public Rights of Way
3.1 - 3	3.2 Land Required for Public Purposes
3.3	Drainage Matters
3.4	Nearby Road Schemes
3.5	Nearby Railways Schemes
3.6	Traffic Schemes
3.7	Outstanding Notices
3.8	Contravention of Building Regulations
3.9	Notices, Orders, Directions, and Proceedings under Planning Acts
3.10	Community Infrastructure Levy (CIL)
3.11	Conservation Areas
3.12	Compulsory Purchase
3.13	Contaminated Land
3.14	Radon Gas

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

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

Search of Local Land Charges Register

Subjects: 1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB.

Date of Search Report:

Search Report No:

Search Report Prepared By:

O2/06/2023

05276444

mdocherty

Charges on Register

02 - Specific Financial Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
59A Victoria Road, Eccleshill, Bradford. Environmental Protection Act 1990 S:80. Ref: 74990775259. Notice No. PVS/292431. Job Number: 3090. Date notice served 31/03/2011, date defaulted 26/04/2011. Type of works: Removal of waste. Amount originally secured and rate of interest (if any) payable £150 plus interest. Date of last payment and balance of charge then outstanding £150. TLC Ref: FC579280.	Bradford City Metro District Council	City Hall Bradford West Yorkshire BD1 1HY.	2/6/2011
03 - Planning Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Change of Use. Conditional Planning Permission dated 30/04/2008. Change of use from retail to 2 self contained flats. Application Number: 08/01642/COU. Designated by Town and Country Planning Act 1990. TLC Ref: AP337638.	Bradford City Metro District Council	City Hall Bradford West Yorkshire BD1 1HY.	30/4/2008
Full Planning Permission. Conditional Planning Permission dated 28/09/2004. Conversion of existing first floor flat and ground floor storage area into two dwellings. Application Number: 04/03674/FUL. Designated by Town and Country Planning Act 1990. TLC Ref: AP246574.	Bradford City Metro District Council	City Hall Bradford West Yorkshire BD1 1HY.	28/9/2004
04 - Miscellaneous Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Bradford North Smoke Control Order No. 07/00209/SMKCON Clean Air Act 1956 Section 11. Ref: 07/00209/SMKCON TLC Ref: SC295102.	Bradford City Metro District Council	City Hall Bradford West Yorkshire BD1 1HY.	1/7/1974

Local Search Enquiries

1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB. Subjects:

02/06/2023 Date of Search Report: Search Report No: 05276444 Search Report Prepared By: mdocherty

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

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

Planning and Building Regulation Decisions and Pending Applications

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

Section 1.1 (a) **Planning Permissions** Yes Application Type Decision Date 04/03674/FUL Granted 28-Sep-2004 Planning **Proposal** Conversion of existing first floor flat and ground floor storage area into two dwellings None Section 1.1 (b) Listed Building Consents Section 1.1 (c) Conservation Area Consents None Section 1.1 (d) Certificate of Lawfulness of Existing Use or Development None Section 1.1 (e) **Certificate of Lawfulness of Proposed Use or Development** None Section 1.1 (f) A Certificate of Lawfulness of Proposed Works for Listed Buildings None Section 1.1 (g) A Heritage Partnership Agreement None Section 1.1 (h) A Listed Building Consent Order None Section 1.1 (i) A Local Listed Building Consent Order None **Building Regulations Approvals** Yes Section 1.1 (j) Decision Date Application Type 06/04673/OTH Approved on Conditions 3-Aug-2006 **Building Regulation** CHF Approval **Proposal** Conversion to form two dwellings This application is subject to a Notice under Section 32 of the Building Act 1984. These Notices relate to the lapse of deposited plans and are served where plans of proposed works have been deposited with and passed by the Local Authority, but the related works have not commenced within three years of this deposit. There may be a requirement to resubmit plans to the Local Authority before work related to this proposal may commence. 06/04673/POST Accepted 6-Jul-2006 **Building Regulation** Approval **Proposal** Post file for conversion to form two dwellings 10/21208/DAN Accepted 8-Jun-2010 Building Regulation REP Approval **Proposal** Collapsed wall Section 1.1 (k) **Building Regulations Completion Certificate** None Section 1.1 (I) Any building regulations certificate or notice issued in None respect of work carried out under a competent person self-certification scheme?

Informative

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

Informative

The Local Authority's computerised records of planning and building control documents do not extend back before planning - 01/04/1984 - and building control - 01/01/2001 - and replies will only cover the period since that date. If earlier history is required, please contact the Planning & Building Control Department - refer to search information sheet for contact details

Informative

With regards to 1.1(I) please note the Local Authority may not always be aware of such works and enquiries should also be made of the seller.

Planning Designations and Proposals

(a) Highway Maintainable at Public Expense

1.2. What designations of land use for the property or the area, and what

specific proposals for the property, are conta proposed development plan?	ained in any existing or	See details below
Bradford District Replacement Udp Adopted	Adopted	31/10/2005
Local Plan Policy	Borough Boundary	
Local Plan Policy	Constituency Boundaries	
Core Strategy	Submission Dra	ft 12/12/2014
Local Plans	Regional City	
Local Plans	Coal MSA	
Local Plans	Waste Management Core Strategy	- Area of Search
Local Plans	Aerodrome Safeguarding Area	_

Informative

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

Roads

Information Sheet).

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

2.1

Private

Name Statu	us
Back Cavendish Road, Eccleshill Privat	te
(b) Subject to adoption and supported by a bond or bond waiver	No
(c) To be made up by a local authority who will reclaim the cost from the frontagers; or	No
(d) To be adopted by a local authority without reclaiming the cost from the frontagers?	No
Informative Any further enquiries should be made to the Local Authority's Highways Department (refer to Sea	arch

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

No

2.2

Informative

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

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

No

2.3

Informative

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

2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?

No

2.4

Informative

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

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

No

2.5

Other Matters

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

Land Required for Public Purposes

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

Land to be Acquired for Road Works

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

Drainage Matters

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

Nearby Road Schemes

l. IS	the property (or will it be) within 200 metres of any of the following?	
(a)	The centre line of a new trunk road or special road specified in any order, draft order or scheme;	
(b)	The centre line of a proposed alteration or improvement to an existing road involving construction of a	
	subway, underpass, flyover, footbridge, elevated road or dual carriageway;	
(c)	The outer limits of construction works for a proposed alteration or improvement to an existing road,	
	involving-	
	i) Construction of a roundabout (other than a mini-roundabout); or	
	ii) Widening by construction of one or more additional traffic lanes;	
(d)	The outer limits of-	
	i) Construction of a new road to be built by a local authority	
	ii) An approved alteration or improvement to an existing road involving construction of a subway,	
	underpass, flyover, footbridge, elevated road or dual carriageway; or	
	iii) Construction of a roundabout (other than a mini-roundabout) or widening by construction of one or more additional traffic lanes	
(e)	The centre line of the proposed route of a new road under proposals published for public consultation; or	
(f)	The outer limits of-	
	 i) Construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway; 	
	ii) Construction of a roundabout (other than a mini-roundabout); or	
	iii) Widening by construction of one or more additional traffic lanes, under proposals published for public consultation?	

A mini roundabout is a roundabout having a one way circulatory carriageway around a flush or slightly raised circular marking less than 4 metres in diameter and with or without flared approaches.

Nearby Railway Schemes

3.5 (a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?

No

3.5

Informative

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

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

Yes

3.5

Scheme Type Proposal

Proposed Tram - Train Route Proposed Tram - Train Route

Informative

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

Traffic Schemes

3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property:

No

3.6

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

Informative

In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transportwithout involving the local authority.

Informative

This enquiry is designed to reveal matters that are yet to be implemented and could not therefore be ascertained by a visual inspection. Schemes that have been, or are currently being implemented will not be referred to in answer to this enquiry.

Outstanding Notices

3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:-	No	3.7
(a) Building Works;		
(b) Environment;		
(c) Health and Safety;		
(d) Housing;		
(e) Highways; or		
(f) Public health?		
(g) Flood and coastal erosion risk management		

Contravention of Building Regulations

3.8. Has a local authority authorised in relation to the property any	3.8
proceedings for the contravention of any provisions contained in No	5.0
building regulations	

Notices, Orders, Directions and Proceedings under Planning Acts

3.9. Do any of the following subsist in relation to the property, or has a local authority issue, serve, make or commence any of the following:-	y decided to	3.
(a) Enforcement Notice	No	
(b) Stop Notice	No	
(c) Listed Building Enforcement Notice	No	
(d) Breach of Condition Notice	No	
(e) Planning Contravention Notice	No	
(f) Other Notice Relating to Breach of Planning Control	No	
(g) Listed Buildings Repair Notice	No	
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No	
(i) A Building Preservation Notice	No	
(j) A Direction Restricting Permitted Development	No	
(k) An Order Revoking or Modifying Permission	No	
(I) An Order Requiring Discontinuance of Use or Alteration or Removal of Buildings or Works	No	
(m) Tree Preservation Order	No	
(n) Proceedings to Enforce a Planning Agreement or Planning Contribution	No	

Yes

3.10 (a) Is there a CIL charging schedule?

Type of Development - Charging Schedule CIL Charging Rates (per sq. m)

Residential - Zone 1 (C3)1 £100

Residential - Zone 2 (C3)1 £50

Residential - Zone 3 (C3)1 £20

Residential - Zone 4 (C3) £0

Retail warehousing2 - Central Bradford £85

Large Supermarket (>2000 sq m) £50

All other uses not cited above £0

- 1 Excludes specialist older persons' housing (also known as Sheltered/Retirement/Extra Care) defined as residential units which are sold with an age restriction typically to the over 50s/55s with design features, communal facilities and support available to enable self-care and independent living.
- 2 Retail warehouses are usually large stores specialising in the sale of household goods (such as carpets, furniture and electrical goods), DIY items and other ranges of goods. They can be stand-alone units, but ar also often developed as part of retail parks. In either case, they are usually located outside of existing town centres and cater mainly for car-borne customers. As such, they usually have large adjacent, dedicated surface parking.

(b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-

(i) a liability notice?	No
(ii) a notice of chargeable development	No
(iii) a demand notice	No
(iv) a default liability notice?	No
(v) an assumption of liability notice?	No
(vi) a commencement notice?	No
(c) Has any demand notice been suspended?	No
(d) Has the Local Authority received full or part payment of any CIL liability?	No
(e) Has the Local Authority received any appeal against any of the above?	No
(f) Has a decision been taken to apply for a liability order?	No
(g) Has a liability order been granted?	No
(h) Have any other enforcement measures been taken?	No

Conservation Areas

3.11. Do the following apply in relation to the property:-		3 11
a) The making of the area a Conservation Area before 31st August 1974; or	\neg	0
b) An unimplemented resolution to designate the area a Conservation Area?		

Compulsory Purchase

3.12. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?

No 3.1

Contaminated Land

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

No

3.13

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

Informative

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

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

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

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

Radon Gas

3.14. Do records indicate that the property is in a "Radon Affected Area" as identified by Public Health England or Public Health Wales?

No

3.14

No. The property is in an area where 0-1% of homes are estimated to be at or above the Action Level.

Informative

"Radon Affected Area" means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by Public Health England which also advises Government on the numerical value of the "Radon Action Level" (the recommended maximum radon concentration for present homes expressed as an annual average concentration in the home. Radon concentrations above the Action Level should be reduced below it and become as low as reasonably practicable).

The areas are identified from radiological evidence and are periodically reviewed by Public Health England. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

Radon preventative measures are required for new buildings in higher risk areas. For new properties the builder and/or the owners of properties built after 1988 should say whether protective measures were incorporated in the construction of the property.

Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available from Public Health England Radon Survey Centre of Radiation website (http://ukradon.org/). Alternatively information can be requested from Public Health England on 01235 822622 or by writing to Radon Survey, Centre for Radiation, Chemical and Environmental Hazards, Chilton, Didcot, Oxon, OX11 0RQ.

Assets of Community Value

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

Search Information Sheet

Service Contact Details

Bradford City Metro District Council

City Hall Bradford BD1 1HY





Bradford Planning Department

Bradford City Metropolitan District Council Transportation & Planning Department 3rd Floor Jacobs Well Bradford BD1 5RW 01274 754605



Public Health England

Public Health England Wellington House 133-155 Waterloo Road London **SE1 8UG** 020 7654 8000



enquiries@phe.gov.uk

Crossrail

8 Cavell Mews Flitwick **Bedford** MK45 1GT



0345 602 3813



helpdesk@crossrail.co.uk

HS₂

28 Larch Road Dartford DA12LF



020 7944 4908



HS2enquiries@hs2.org.ul

Yorkshire Water

West Yorkshire Water 552 Halifax Road Buttershaw Bradford BD6 2NA



01294 542 635



Terms and Conditions

The Search Company

1. This Search Report was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 6th Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").

- 2. ONESEARCH Direct Limited is a limited company registed in Scotland.
- 3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

- 4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
- 5. The information in this Search Report has been prepared following a search of (a) publicly available property related information held by the relevant local authority; and (b) property related information derived from the relevant local authority held by OneSearch. The address of OneSearch is set out in paragraph 1 above in this Notes section. Copies of relevant documents held by the relevant local authority can be obtained by contacting the relevant local authority at the said address. Fees and contact information for obtaining copies of such documents are available on request by contacting us on 0800 052 0117 or by e-mailing cs@onesearchdirect.co.uk. The searches from which this Search Report was prepared were completed on the date this Search Report was issued (the said date of issue being the date stated on page 1 of the report.)

Scope of Area Searched

- 6. Local Plan policies, proposals and recommendations: only those which apply directly to the property of the search are disclosed.
- 7. Planning applications and building regulations on the property only have been searched. The minimum search period is 10 years.

Definition of Search Terms

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

Legal Issues

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

Cancellations

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

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

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

Cancellations

12. Wherever possible, we will cancel a request without attaching a charge. In some instances, however, we may need to recover costs which have already been incurred.

Queries

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

Liability and Insurance

- 14. This search is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority and water company data/records which are used to compile our search reports. The search further benefits from 6 years run-off
- 15. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

Complaints Procedure

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

If you want to make a complaint, we will:

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

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

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

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

or Customer Services Manager

OneSearch Direct Skypark SP1 8 Elliot Place Glasgow G3 8EP

Tel: 0800 052 0117

The Search Company, OneSearch Direct have a contractual relationship with the following parties to the compilation of your search

LEAS Division - Landmark Information Group Limited

Fact Sheet for Homebuyers

Why do I need this search?

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



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

Local Land Charges

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

Planning Decisions

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

Section 1.1 (a)	Planning Permissions	None
Section 1.1 (b)	Listed Building Consents	None
Section 1.1 (c)	Conservation Area Consents	None
Section 1.1 (d)	Certificate of Lawfulness of Existing Use or Development	None
Section 1.1 (e)	Certificate of Lawfulness of Proposed Use or Development	None

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

Building Regulations

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

Planning Designations and Proposals

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

specific proposals for the prope proposed development plan?		nting or
North Somerset Council Local Dev	elopment Framework	
Clevedon, Nailsea, a	and Portishead	Adopted
North Somerset Replacement Loca	al Plan Adopted#1390	Adopted
Local Plan Policy	Conservation	on Area
Local Plan Policy	Borough Bo	oundary
Local Plan Policy	Forest of A	von
Local Plan Policy	Settlement	Boundary

(a) Highway Maintainable at Public Expense Name Carriageway Footway Footpath Verge Sample Hill, Portishead Public Public None None Footpath to side None None Private None

Roads

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

Fact Sheet for Homebuyers

Important! Please note...

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



3.6 Has a local authority approved but not yet implemented any of the following for roads, footways and footpaths which about the boundaries of the property:

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

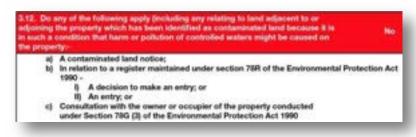
Roads, Railway and Traffic Schemes

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

Notices and Orders

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

to Colombia Matter	
(a) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No



Contaminated Land

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

What does this search **NOT** include?

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

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

Important Consumer Protection Information



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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

The Property Ombudsman scheme Milford House, 43-55 Milford Street, Salisbury, Wiltshire SP1 2BP

Tel: 01722 333306 Fax: 01722 332296

Email: admin@tpos.co.uk

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

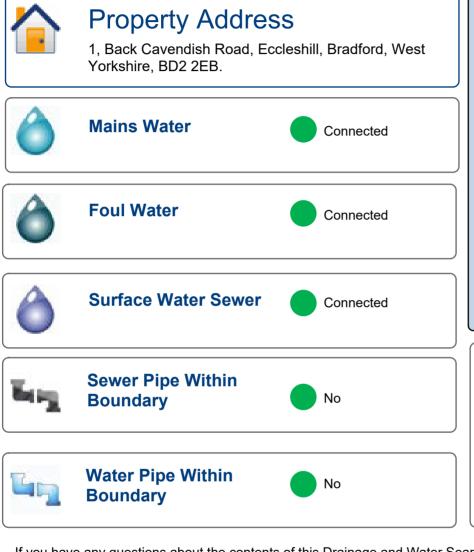
PLEASE ASK YOUR SEARCH PROVIDER IF YOU WOULD LIKE A COPY OF THE SEARCH CODE

OneSearch •



Drainage and Water Search

Prepared for: LEAS Division - Landmark Information Group Limited <>



About Your Search

Date:

30/05/2023

Search Type:Drainage and Water Search

Sewer Undertaker

Yorkshire Water Services Ltd

Our Reference:

D02864527

Your Reference:

12201881-e54f-47aa-be33-86076e90e

Report Prepared by:

Mark Dalrymple

Invoice Number:

E24699940

Legend

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

If you have any questions about the contents of this Drainage and Water Search, please contact our Customer Service Team on:

Telephone 0800 052 0117

Email cs@onesearchdirect.co.uk









Report Reference D02864527

1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB.

Drainage Map

Enclosed

1.1 Where relevant, please include a copy of an extract from the public sewer map.

Please refer to the attached map. Where relevant, assets have been transcribed.

Map of Waterworks

Enclosed

1.2 Where relevant, please include a copy of an extract from the map of waterworks.

Please refer to the attached map. Where relevant, assets have been transcribed.

Foul Water

Connected

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

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

Note:

Please note that this answer has been inferred based on the location of the public sewer in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.

Surface Water

Connected

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

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

Note:

Please note that this answer has been inferred based on the location of the public sewer in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.

Surface Water

See Detail

No

2.3 Is a surface water drainage charge payable?

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Drainage Assets within Boundary



2.4 Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?

The map indicates there are no public sewers, disposal mains or lateral drains within the boundaries of the property.

Notes

- (1) It has not always been a requirement for public sewers, disposal mains or lateral drains to be recorded on the public sewer map. It is therefore possible for unidentified sewers, disposal mains or lateral drains to exist within the boundaries of the property. A full site inspection is recommended prior to any work commencing.
- (2) Please note that from 1st October 2011 the majority of private sewers and lateral drains connected to the public network as of 1st July 2011 transferred into public ownership and it is therefore possible there may be additional public assets within or close to the boundary which may not be shown on the public sewer plan. The presence of public assets running within the boundary of the property may restrict further development. If there are any plans to develop the property further enquiries should be made to the undertaker.
- (3) The undertaker has a legal right of access to carry out work on its assets, subject to notice. This may result in employees of the undertaker or its contractors needing to enter the property to carry out work.

Report Reference D02864527

1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB.

Surface Water

Insured

2.4.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within the boundaries of the property?

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Public Sewer



Yes

2.5 Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?

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

Note:

From 1st October 2011 there may be additional lateral drains and/or public sewers which are not recorded on the public sewer map but are also within 30.48 metres (100 feet) of a building within the property.

Public Sewer



Insured

2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50m of any buildings within the property?

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Adoption



No

2.6 Are any sewer or lateral drains serving, or which are proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

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

Note: In the case of recent or new developments, please refer to developer.

Building Over Agreements



See Detail

2.7 Has a sewerage undertaker approved or been consulted about any plans to erect a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain?

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

Notes: (1) Buildings or extensions erected over a sewer in contravention of building controls may have to be removed or altered.

(2) From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership and the sewerage undertaker may not have been approved or consulted about any plans to erect a building or extension on the property over or in the vicinity of these.

Report Reference D02864527

1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB.

Internal Flooding

Insured

2.8 Is the building which is, or forms, part of the property at risk of internal flooding due to overloaded public sewers?

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Sewage Treatment Works



Insured

2.9 Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Mains Water

Connected

3.1 Is the property connected to mains water supply?

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

Note:

Please note that this answer has been inferred based on the location of the public water in relation to the property (refer to plan for details). In the event that this is incorrect our Professional Indemnity Cover will be applied. Please refer to section 10 of the Terms and Conditions.

Water Assets within Boundary



No

3.2 Are there any water mains, resource mains or discharge pipes within the boundaries of the property?

The map indicates there are no water mains, resource mains or discharge pipes within the boundaries of the property.

Note:

It has not always been a requirement for such water mains, resource mains or discharge pipes to be recorded on the public sewer map. It is therefore possible for water mains, resource mains or discharge pipes to exist within the boundaries of the property. A full site inspection is recommended prior to any work commencing.

Adoption



No

3.3 Is any water main or service pipe serving, or which is proposed to serve the property, the subject of an existing adoption agreement or an application for such an agreement?

Records indicate that water supply serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

Noto.

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.

Report Reference D02864527

1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB.

Water Pressure

Insured

3.4 Is the property at risk of receiving low water pressure or flow?

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

Water Supply Classification

See Detail

3.5 What is the classification of the water supply for the property?

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the classification for the property.

Water Meter

See Detail

3.6 Please include details of the location of any water meter serving the property.

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Sewerage Undertaker

See Answer

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

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

Water Undertaker

See Answer

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

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

Sewerage Service Billing

See Detail

4.2 Who bills the property for sewerage services?

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Water Service Billing

See Detail

4.3 Who bills the property for water services?

Please refer to the vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Charging Basis

See Detail

4.4 What is the current basis for charging for sewerage and water services at the property?

Please refer to vendor. Obtaining a copy of a recent water bill will confirm the charging basis for the property.

Report Reference D02864527

1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB.

Public Sewer



Insured

4.5 Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?

Insurance has been implemented to indemnify against any Adverse Entries in response to this question which may affect this property. This indemnifies the Buyer, Seller, and Lender against the lesser of the deficit or that part of the deficit which results directly from the difference between the Market Value of the property without the Adverse Entry and the Market Value with the Adverse Entry.

1, Back Cavendish Road, Eccleshill, Bradford, West Yorkshire, BD2 2EB.

Terms and Conditions

The Search Company

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

Tel 0800 052 0117 Email cs@onesearchdirect.co.uk

(Referred to as "OneSearch").

- 2. OneSearch Direct is a Limited Company registered in Scotland, Company Number SC230285.
- 3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship it has with individuals involved in the sale of the property as identified when the Search Report is ordered. OneSearch cannot accept liability for failing to disclose a relationship when a person's involvement in the transaction is not declared at the outset.

Terms for Preparation of Search

- 4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
- 5. The necessary searches to prepare this report were completed on the date of issue as specified on the coversheet.

Legal Issues

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

- 7. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.
- 8. These terms are enforceable against OneSearch not only by the seller of the property but also by the purchaser of, or mortgage lender in respect of, the property, in their own right.
- 9. Any queries or complaints regarding the content of the Search Report; the manner in which the search was prepared or completed; or the service provided by staff of OneSearch should be submitted in the first instance to Customer Services as set out in paragraph 1. Claims may also be made under the relevant insurance. (See also under Liability and Insurance below.)

Liability

- 10. This search is protected by Professional Indemnity Insurance arranged by Travelers Insurance Co Ltd, the limit of which is £10,000,000. This indemnity also provides cover for errors and omissions in local authority and water company data/ records which are used to compile our search reports. The search further benefits from 6 years run-off cover.
- 11. If the insurance company goes out of business, compensation may be available from the Financial Services Compensation Scheme (FSCS). The Financial Ombudsman Service may also provide help in resolving disputes involving insurance companies.

Complaints Procedure

Report Reference

D02864527

12. OneSearch is registered with the Property Codes Compliance Board as a subscriber to the Search Code. The Ombudsman can award up to £5000 to you if the Ombudsman finds that you have suffered actual financial loss and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

If you make a complaint, we will:

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

Complaints should be addressed to Customer Services as set out in paragraph 1, either by letter, email, or telephone.

If you are not satisfied with our final response, you may refer the complaint to **The Property Ombudsman** scheme:

Tel 01722 333306
Email admin@tpos.co.uk
Web http://www.tpos.co.uk/
We will cooperate fully with the
Ombudsman during any investigation

and comply with his decision.

Drainage and Water Map



THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY

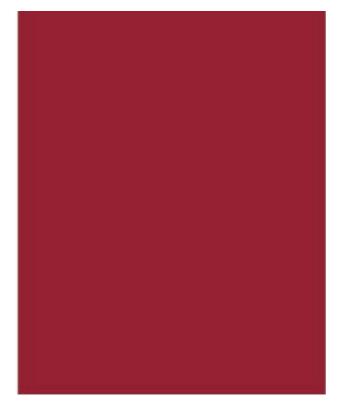
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NOTES

- 1. The position of any apparatus shown on this plan is given without obligation and warranty, and the accuracy cannot be guaranteed. No liability is accepted by OneSearch Direct for any error or omission. Assets are indicated for reference purposes only.
- 2. Private drains and sewers connecting the property to the public system may not be shown as water companies have not historically held these details. Only those assets indicated on the publicly available statutory maps are reproduced on this plan.
- 3. Section 104 sewers may not be shown on this plan.

- 4. On 1st October 2011 some private assets transferred to water company ownership, including private sewers and lateral drains. These assets will be indicated where they have been added to the statutory sewer maps, but may not be shown due to the historical nature of private sewers (See note 2).
- 5. The presence of service pipes should be anticipated and the actual position of mains should be verified and established on site prior to commencing any work
- 6. For searches in the Wessex Water area, where we are aware that public sewer pipes are 300mm or larger in diameter, these will be shown as strategic sewers.



PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)

ISSUED BY STEWART TITLE LIMITED





POLICY SUMMARY

keyfacts

POLICY TYPE
Personal Search (DW Errors and Omissions and Missing

Answers)

INSURER'S ADDRESS

Stewart Title Limited

THE INSURER

6 Henrietta Street, London, WC2E 8PS

POLICY TERM
In Perpetuity from the Policy Date

TO THE POLICYHOLDER

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

TO THE INTERMEDIARY

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

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

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

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

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

UPDATING THE COVER

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

RIGHTS TO CANCEL POLICY

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

HOW TO CLAIM

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

COMPLAINTS

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

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

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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



BASIS OF COVER

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

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

Signed for and on behalf of Stewart Title Limited

In fine

Steven Lessack CEO, Stewart Title Limited

Authorised Signatory



POLICY SCHEDULE

POLICY NUMBER PROPERTY

160482 Each property which is noted on the bordereau

POLICY DATE LIMIT OF INDEMNITY

As referred to on the bordereau per Property See Additional Policy Clause(s) section below

POLICY TERM PREMIUM

In Perpetuity from the Policy Date

See Additional Policy Clause(s) section below

THE INSURED

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

THE INSURER

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

THE DEFECT

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

INSURED USE

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

EXCLUSION(S)

Any Claim arising from or relating to:

(i) any matter revealed in any other searches made available to the Insured or anyone acting on the Insured's behalf prior to the Policy Date (ii) any matter otherwise known to the Insured or anyone acting on the Insured's behalf prior to the Policy Date (iii) consequential loss

(iv) environmental or contamination matters (including but not limited to the Environmental Protection Act 1990

(v) any matter where the Insured or their legal advisors have not followed or acted upon the guidance notes provided in the Search

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

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

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

(i) the absence in the Search of answers to questions 2.5.1, 2.8,2.9,3.4 and 4.5 and/or

(ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming

the subject matter of the Search and/or

(iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1,2.2,2.4.1 and 3.1.where the Organisation has

interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect

due to the negligence of, or an error by, the Organisation.

Organisation - One Search Direct

Regulated Search - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property

in response to which the Organisation in accordance with the Council of Property Search Organisations' search code has undertaken enquiries and

provided a report upon which the Insured relies.

LIMIT OF INDEMNITY (Up to £ per Property) £ 2,000,000.00 PREMIUM (£ inclusive of I.P.T) £1.15



Definitions:

Buyer:

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

The Seller of the Property who has requested and paid for the Regulated Search in

Seller: order to enable the sale of the Property to the Buyer;

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

Property following receipt of the Regulated Search.

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

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

agent.

Sale Price: The price actually paid by the Buyer to the Seller for the Property on the Completion

Date as detailed in the exchanged contract.

Seller Cover

Offer Price:

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

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

Exclusions

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

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

Conditions

All conditions referred to in the Policy shall apply



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

COVER

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

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

GENERAL PROVISIONS

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

NON INVALIDATION

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

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

IMPORTANT CONDITIONS

In respect of each Property:-

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



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

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

COMPLAINTS PROCEDURE

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

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

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

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

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

RIGHT TO CANCEL POLICY

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

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

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

CLAIMS CONDITIONS

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

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

The Insured will not make any

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

DEALING WITH THE CLAIM

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



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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

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Important Consumer Protection Information



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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

If you have a query or complaint about your search, you should raise it directly with the search firm, and if appropriate ask for any complaint to be considered under their formal internal complaints procedure. If you remain dissatisfied with the firm's final response, after your complaint has been formally considered, or if the firm has exceeded the response timescales, you may refer your complaint for consideration under The Property Ombudsman scheme (TPOs). The Ombudsman can award 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
Web: https://www.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