

Auction Pack 9 Leylands Lane, Bradford, BD9 5PX

REPRODUCED WITH THE CONSENT OF THE RICS

#### Introduction

#### The Common Auction Conditions are designed for real estate auctions, to set a consistent practice across the industry. There are three sections. all of which must be included without variation, except where stated: Glossarv

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.

We recommend that these conditions are set out in a two-part notice to bidders, part one containing advisory material - which auctioneers can tailor to their needs – and part two the auction conduct conditions and any extra auction conduct conditions.

#### Sale Conditions

The Sale Conditions apply only to property in England and Wales, and govern the agreement between each seller and buyer. They include general conditions of sale and template forms of special conditions of sale, tenancy and arrears schedules and a sale memorandum. They must not be used if other standard conditions apply.

#### **GLOSSARY**

This glossary applies to the AUCTION CONDUCT CONDITIONS and the SALE CONDITIONS. It is a compulsory section of the Common AUCTION Conditions that must be included without variation (but the SPECIAL CONDITIONS may include defined words that differ from the glossary so long as they apply only to the SPECIAL 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:
- $\cdot$  words of one gender include the other genders;
- · references to legislation are to that legislation as it may have been modified or re-enacted by the date of the AUCTION or the CONTRACT DATE (as applicable); and
- where the following words appear in small capitals they have the specified meanings.

#### ACTUAL COMPLETION DATE

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

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

#### AGREED COMPLETION DATE

Subject to CONDITION G9.3:

a) the date specified in the SPECIAL CONDITIONS; or

b) if no date is specified, 20 BUSINESS DAYS after the CONTRACT DATE; but if that date is not a BUSINESS DAY the first subsequent BUSINESS DAY

#### 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.

#### CATALOGUE

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

#### COMPLETION

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

#### CONDITION

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS. CONTRACT

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

#### CONTRACT DATE

- The date of the AUCTION or, if the LOT is sold before or after the AUCTION:
- a) the date of the SALE MEMORANDUM signed by both the SELLER and BUYFR: or
- b) if CONTRACTs are exchanged, the date of exchange. If exchange is not effected in person or by an irrevocable agreement to exchange made by telephone, fax or electronic mail the date of exchange is the date on which both parts have been signed and posted or otherwise placed beyond normal retrieval.

#### DOCUMENTS

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

#### EXTRA GENERAL CONDITIONS

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

#### FINANCIAL CHARGE

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

#### GENERAL CONDITIONS

The SALE CONDITIONS headed 'GENERAL CONDITIONS OF SALE', A2.2 including any EXTRA GENERAL CONDITIONS.

#### INTEREST RATE

If not specified in the SPECIAL CONDITIONS, the higher of 6% and 4% above the base rate from time to time of Barclays Bank plc. The A2.4  $\ensuremath{\mathsf{INTEREST}}$  RATE will also apply to any judgment debt, unless the statutory rate is higher.

#### LOT

A2.5 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 A2.6 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.

## 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.

#### SALE CONDITIONS

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

#### SALE MEMORANDUM

The form so headed (whether or not set out in the CATALOGUE) in A4.2 which the terms of the CONTRACT for the sale of the LOT are recorded. 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 SALE 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

A5 The schedule of TENANCIES (if any) forming part of the SPECIAL A5.1 CONDITIONS.

#### TRANSFER

TRANSFER includes a conveyance or assignment (and "to TRANSFER" A5.2 includes "to convey" or "to assign").

## TUPF

The TRANSFER of Undertakings (Protection of Employment) A5.3 Regulations 2006. VAT

Value Added Tax or other tax of a similar nature.

#### VAT OPTION

An option to tax.

WE (and US and OUR) A5.4 The AUCTIONEERS. YOU (and YOUR)

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

#### AUCTION CONDUCT CONDITIONS

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

The AUCTION CONDUCT CONDITIONS (as supplemented or varied by CONDITION A6, if applicable) are a compulsory section of the Common AUCTION Conditions. They cannot be disapplied or varied without OUR agreement, even by a CONDITION purporting to replace the Common AUCTION Conditions in their entirety.

#### INTRODUCTION A1

- The AUCTION CONDUCT CONDITIONS apply wherever the A1 1 LOT is located.
- If YOU make a bid for a LOT or otherwise participate in the A1.2 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.

#### OUR ROLE

(c) sell each LOT;

the AUCTION.

US for any loss.

why.

(d) receive and hold deposits;

(e) sign each SALE MEMORANDUM; and

AUCTION without having to explain why.

reasonably require from all bidders.

**BIDDING AND RESERVE PRICES** 

it, and OUR decision is final.

behalf of the SELLER.

that correctly describe each LOT.

that YOU have the correct versions.

THE CONTRACT

applicable).

(c) pay the deposit.

If YOU do not WE may either

for breach of CONTRACT: or

accuracy of that information or DOCUMENT.

only if YOU make the successful bid for a LOT.

YOU must before leaving the AUCTION

A2

A2.1

A2.3

A3

A3.1

A3.2

A3.3

A3.4

A3.5

A4

A4.1

A4.3

A4.4

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;

(f) treat a CONTRACT as repudiated if the BUYER fails to sign a SALE MEMORANDUM or pay a deposit as required by these AUCTION CONDUCT CONDITIONS or fails to

WE may cancel the AUCTION, or alter the order in which

LOTS are offered for sale. WE may also combine or divide

LOTS. A LOT may be sold or withdrawn from sale prior to

YOU acknowledge that to the extent permitted by law WE

owe YOU no duty of care and YOU have no claim against

WE may refuse to admit one or more persons to the

YOU may not be allowed to bid unless YOU provide such

evidence of YOUR identity and other information as WE

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

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

If there is a dispute over bidding WE are entitled to resolve

Unless stated otherwise each LOT is subject to a reserve

PRICE (which may be fixed just before the LOT is offered for sale). If no bid equals or exceeds that reserve PRICE the

Where there is a reserve PRICE the SELLER may bid (or ask

US or another agent to bid on the SELLER's behalf) up to the reserve PRICE but may not make a bid equal to or

exceeding the reserve PRICE. YOU accept that it is possible

that all bids up to the reserve PRICE are bids made by or on

WE have taken reasonable care to prepare PARTICULARS

The PARTICULARS are based on information supplied by or on behalf of the SELLER. YOU need to check that the

If the SPECIAL CONDITIONS do not contain a description of

the LOT, or simply refer to the relevant LOT number, you

take the risk that the description contained in the

PARTICULARS is incomplete or inaccurate, as the

PARTICULARS have not been prepared by a conveyancer and are not intended to form part of a legal CONTRACT.

The PARTICULARS and the SALE CONDITIONS may change

prior to the AUCTION and it is YOUR responsibility to check

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

A successful bid is one WE accept as such (normally on the

fall of the hammer). This CONDITION A5 applies to YOU

YOU are obliged to buy the LOT on the terms of the SALE

MEMORANDUM at the PRICE YOU bid (plus VAT, if

(a) provide all information WE reasonably need from YOU

(a) as agent for the SELLER treat that failure as YOUR

repudiation of the CONTRACT and offer the LOT for sale

again: the SELLER may then have a claim against YOU

(b) sign the completed SALE MEMORANDUM; and

to enable US to complete the SALE MEMORANDUM (including proof of your identity if required by US);

THE PARTICULARS AND OTHER INFORMATION

information in the PARTICULARS is correct.

LOT will be withdrawn from the AUCTION.

OUR decision on the conduct of the AUCTION is final.

provide identification as required by the AUCTIONEERS.

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(b) sign the SALE MEMORANDUM on YOUR behalf. The deposit

- A5.5 Th
  - (a) must be paid in pounds sterling by cheque or by bankers' draft made payable to US (or, at OUR option, the SELLER'S conveyancer) drawn on an APPROVED FINANCIAL INSTITUTION (CONDITION A6 may state if WE accept any other form of payment);
  - (b) may be declined by US unless drawn on YOUR account, or that of the BUYER, or of another person who (we are satisfied) would not expose US to a breach of money laundering regulations;
  - (c) is to be held by US (or, at OUR option, the SELLER'S conveyancer); and G1.9
  - (d) is to be held as stakeholder where VAT would be chargeable on the deposit were it to be held as agent for the SELLER, but otherwise is to be held as stakeholder unless the SALE CONDITIONS require it to be held as agent for the SELLER.
- A5.6 WE may retain the SALE MEMORANDUM signed by or on behalf of the SELLER until the deposit has been received in cleared funds.
- A5.7 Where WE hold the deposit as stakeholder WE are authorised to release it (and interest on it if applicable) to the SELLER on COMPLETION or, if COMPLETION does not take place, to the person entitled to it under the SALE CONDITIONS.
- A5.8 If the BUYER does not comply with its obligations under the CONTRACT then
  - (a) YOU are personally liable to buy the LOT even if YOU are acting as an agent; and
    - (b) YOU must indemnify the SELLER in respect of any loss the SELLER incurs as a result of the BUYER's default.
- A5.9 Where the BUYER is a company YOU warrant that the BUYER is properly constituted and able to buy the LOT.

## A6 EXTRA AUCTION CONDUCT CONDITIONS

A6.1 Despite any SPECIAL CONDITION to the contrary the minimum deposit WE accept is £3,000 (or the total PRICE, if less). A SPECIAL CONDITION may, however, require a higher minimum deposit. G3.2

#### GENERAL CONDITIONS OF SALE

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

The GENERAL CONDITIONS (as WE supplement or change them by any EXTRA GENERAL CONDITIONS or ADDENDUM) are compulsory but may be disapplied or changed in relation to one or more LOTS by SPECIAL CONDITIONS. The template form of SALE MEMORANDUM is not compulsory but is to be varied only if WE agree. The template forms of SPECIAL CONDITIONS and schedules are recommended, but are not compulsory and may be changed by the SELLER of a LOT.

#### G1 THE LOT

- G1.1 The LOT (including any rights to be granted or reserved, and any exclusions from it) is described in the SPECIAL CONDITIONS, or if not so described is that referred to in the SALE MEMORANDUM.
- G1.2 The LOT is sold subject to any TENANCIES disclosed by the SPECIAL CONDITIONS, but otherwise with vacant possession on COMPLETION.
- G1.3 The LOT is sold subject to all matters contained or referred to in the DOCUMENTS. The SELLER must discharge FINANCIAL CHARGES on or before COMPLETION.
- G1.4 The LOT is also sold subject to such of the following as may affect it, whether they arise before or after the CONTRACT DATE and whether or not they are disclosed by the SELLER or are apparent from inspection of the LOT or from the DOCUMENTS:
  - (a) matters registered or capable of registration as local land charges;
  - (b) matters registered or capable of registration by any competent authority or under the provisions of any statute; G4.1
  - (c) notices, orders, demands, proposals and requirements of any competent authority;
  - (d) charges, notices, orders, restrictions, agreements and other matters relating to town and country planning, highways or public health;
  - (e) rights, easements, quasi-easements, and wayleaves; (f) outgoings and other liabilities;
  - (g) any interest which overrides, under the Land Registration Act 2002;
  - (h) matters that ought to be disclosed by the searches and enquiries a prudent BUYER would make, whether or not the BUYER has made them; and
  - (i) anything the SELLER does not and could not reasonably know about.
- G1.5 Where anything subject to which the LOT is sold would expose the SELLER to liability the BUYER is to comply with it and indemnify the SELLER against that liability.
- G1.6 The SELLER must notify the BUYER of any notices, orders, demands, proposals and requirements of any competent authority of which it learns after the CONTRACT DATE but the BUYER must comply with them and keep the SELLER indemnified.
- G1.7 The LOT does not include any tenant's or trade fixtures or

fittings. The SPECIAL CONDITIONS state whether any chattels are included in the LOT, but if they are: (a) the BUYER takes them as they are at COMPLETION and

- (a) the BUYER takes them as they are at COMPLETION and the SELLER is not liable if they are not fit for use, and
   (b) the SELLER is to leave them at the LOT.
- The BUYER buys with full knowledge of
- (a) the DOCUMENTS, whether or not the BUYER has read them; and
- (b) the physical condition of the LOT and what could reasonably be discovered on inspection of it, whether or not the BUYER has inspected it.
- The BUYER admits that it is not relying on the information contained in the PARTICULARS or on any representations made by or on behalf of the SELLER but the BUYER may rely on the SELLER's conveyancer's written replies to written enquiries to the extent stated in those replies.
- DEPOSIT

G2

G2.1

G2.3

G3

G3.1

- The amount of the deposit is the greater of:
- (a) any minimum deposit stated in the AUCTION CONDUCT CONDITIONS (or the total PRICE, if this is less than that minimum); and
- (b) 10% of the PRICE (exclusive of any VAT on the PRICE).
- If a cheque for all or part of the deposit is not cleared on first presentation the SELLER may treat the CONTRACT as at an end and bring a claim against the BUYER for breach
- of CONTRACT. Interest earned on the deposit belongs to the SELLER unless the SALE CONDITIONS provide otherwise.
- BETWEEN CONTRACT AND COMPLETION

### From the CONTRACT DATE the SELLER has no obligation

- to insure the LOT and the BUYER bears all risks of loss or damage unless (a) the LOT is sold subject to a TENANCY that requires the
- SELLER to insure the LOT or (b) the SPECIAL CONDITIONS require the SELLER to insure
- the LOT. If the SELLER is required to insure the LOT then the SELLER
- (a) must produce to the BUYER on request all relevant insurance details;
  - (b) must use reasonable endeavours to maintain that or equivalent insurance and pay the premiums when due;
  - (c) gives no warranty as to the adequacy of the insurance;
     (d) must at the request of the BUYER use reasonable endeavours to have the BUYER's interest noted on the policy if it does not cover a contracting purchaser;
  - (e) must, unless otherwise agreed, cancel the insurance at COMPLETION, apply for a refund of premium and (subject to the rights of any tenant or other third party) pay that refund to the BUYER; and
- (f) (subject to the rights of any tenant or other third party) hold on trust for the BUVER any insurance payments that the SELLER receives in respect of loss or damage arising after the CONTRACT DATE, or assign to the BUYER the benefit of any claim;

and the BUYER must on COMPLETION reimburse to the SELLER the cost of that insurance as from the CONTRACT DATE (to the extent not already paid by the BUYER or a tenant or other third party).

- G3.3 No damage to or destruction of the LOT, nor any deterioration in its condition, however caused, entitles the BUYER to any reduction in PRICE, or to delay COMPLETION, or to refuse to complete.
- G3.4 Section 47 of the Law of Property Act 1925 does not apply to the CONTRACT.
- G3.5 Unless the BUYER is already lawfully in occupation of the LOT the BUYER has no right to enter into occupation prior to COMPLETION.

#### TITLE AND IDENTITY

G4.2

- Unless CONDITION G4.2 applies, the BUYER accepts the title of the SELLER to the LOT as at the CONTRACT DATE and may raise no requisition or objection to any of the DOCUMENTS that is made available before the AUCTION or any other matter, except one that occurs after the CONTRACT DATE.
- The following provisions apply only to any of the following DOCUMENTS that is not made available before the AUCTION:
  - (a) If the LOT is registered land the SELLER is to give to the BUVER within five BUSINESS DAYS of the CONTRACT DATE an official copy of the entries on the register and title plan and, where noted on the register, of all DOCUMENTS subject to which the LOT is being sold.
  - (b) If the LOT is not registered land the SELLER is to give to the BUYER within five BUSINESS DAYS of the CONTRACT DATE an abstract or epitome of title starting from the root of title mentioned in the SPECIAL CONDITIONS (or, if none is mentioned, a good root of title more than fifteen years old) and must produce to the BUYER the original or an examined copy of every relevant DOCUMENT.
  - (c) If title is in the course of registration, title is to consist of:
    - (i) certified copies of the application for registration G6.5

of title made to the Land Registry and of the DOCUMENTS accompanying that application; (ii) evidence that all applicable stamp duty land tax

- relating to that application has been paid; and (iii) a letter under which the SELLER or its conveyancer agrees to use all reasonable endeavours to answer any requisitions raised by the Land Registry and to instruct the Land Registry to send the completed registration DOCUMENTS to the BUYER.
- (d) The BUYER has no right to object to or make requisitions on any title information more than seven BUSINESS DAYS after that information has been given to the BUYER.

Unless otherwise stated in the SPECIAL CONDITIONS the SELLER sells with full title guarantee except that (and the TRANSFER shall so provide):

- (a) the covenant set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to matters recorded in registers open to public inspection; these are to be treated as within the actual knowledge of the BUYER; and
- (b) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not extend to any condition or tenant's obligation relating to the state or condition of the LOT where the LOT is leasehold property.

The TRANSFER is to have effect as if expressly subject to all matters subject to which the LOT is sold under the CONTRACT.

The SELLER does not have to produce, nor may the BUYER object to or make a requisition in relation to, any prior or superior title even if it is referred to in the DOCUMENTS.

The SELLER (and, if relevant, the BUYER) must produce to each other such confirmation of, or evidence of, their identity and that of their mortgagees and attorneys (if any) as is necessary for the other to be able to comply with applicable Money Laundering Regulations and Land Registry Rules.

#### TRANSFER

G4.3

G4.4

G4.5

G4.6

G5

G5.1

G5.2

G6 2

G6.4

- Unless a form of TRANSFER is prescribed by the SPECIAL CONDITIONS
- (a) the BUYER must supply a draft TRANSFER to the SELLER at least ten BUSINESS DAYS before the AGREED COMPLETION DATE and the engrossment (signed as a deed by the BUYER if CONDITION G5.2 applies) five BUSINESS DAYS before that date or (if later) two BUSINESS DAYS after the draft has been approved by the SELLER; and
- (b) the SELLER must approve or revise the draft TRANSFER within five BUSINESS DAYS of receiving it from the BUYER.
- If the SELLER has any liability (other than to the BUYER) in relation to the LOT or a TENANCY following COMPLETION, the BUYER is specifically to covenant in the TRANSFER to indemnify the SELLER against that liability.
- The SELLER cannot be required to TRANSFER the LOT to anyone other than the BUYER, or by more than one TRANSFER.
- Where the SPECIAL CONDITIONS state that the SELLER is to grant a new lease to the BUYER
- (a) the CONDITIONS are to be read so that the TRANSFER refers to the new lease, the SELLER to the proposed landlord and the BUYER to the proposed tenant;
- (b) the form of new lease is that described by the SPECIAL CONDITIONS; and
- (c) the SELLER is to produce, at least five BUSINESS DAYS before the AGREED COMPLETION DATE, the engrossed counterpart lease, which the BUYER is to sign and deliver to the SELLER on COMPLETION.

#### COMPLETION

COMPLETION is to take place at the offices of the SELLER'S conveyancer, or where the SELLER may reasonably require, on the AGREED COMPLETION DATE. The SELLER can only be required to complete on a BUSINESS DAY and between the hours of 0930 and 1700.

The amount payable on COMPLETION is the balance of the PRICE adjusted to take account of apportionments plus (if applicable) VAT and interest, but no other amounts unless specified in the SPECIAL CONDITIONS.

- Payment is to be made in pounds sterling and only by
  - (a) direct TRANSFER from the BUYER's conveyancer to the SELLER'S conveyancer; and
  - (b) the release of any deposit held by a stakeholder or in such other manner as the SELLER'S conveyancer may agree.

Unless the SELLER and the BUYER otherwise agree, COMPLETION cannot take place until both have complied with the obligations under the CONTRACT that they are obliged to comply with prior to COMPLETION, and the amount payable on COMPLETION is unconditionally received in the SELLER'S conveyancer's client account or as otherwise required by the terms of the CONTRACT.

If COMPLETION takes place after 1400 hours for a reason

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had taken place on the next BUSINESS DAY.

G6.6

G7

G7.1

G7.2

G7.3

other than the SELLER'S default it is to be treated, for the

purposes of apportionment and calculating interest, as if it

Where applicable the CONTRACT remains in force following

The SELLER or the BUYER may on or after the AGREED COMPLETION DATE but before COMPLETION give the other

notice to complete within ten BUSINESS DAYS (excluding

the date on which the notice is given) making time of the

The person giving the notice must be READY TO

rate assuming 365 days in a year (or 366 in a leap year), G13 and income and expenditure relating to some other G13.1 period accrues at an equal daily rate during the period to which it relates; and

- (c) where the amount to be apportioned is not known at COMPLETION apportionment is to be made by reference to a reasonable estimate and further payment is to be made by SELLER or BUYER as appropriate within five BUSINESS DAYS of the date when the amount is known.
- If a payment due from the BUYER to the SELLER on or after COMPLETION is not paid by the due date, the BUYER is to pay interest to the SELLER at the INTEREST RATE on that payment from the due date up to and including the date of payment.

#### ARREARS Current rent

Part 1 -

G10.5

G11

- "Current rent" means, in respect of each of the TENANCIES G11.1 subject to which the LOT is sold, the instalment of rent and other sums pavable by the tenant on the most recent rent payment date on or within four months preceding COMPLETION.
- If on COMPLETION there are any ARREARS of current rent G11.2 the BUYER must pay them, whether or not details of those ARREARS are given in the SPECIAL CONDITIONS.
- G11.3 Parts 2 and 3 of this CONDITION G11 do not apply to ARREARS of current rent.
- Part 2 BUYER to pay for ARREARS
- Part 2 of this CONDITION G11 applies where the SPECIAL G11.4 CONDITIONS give details of ARREARS.
- The BUYER is on COMPLETION to pay, in addition to any G11.5 other money then due, an amount equal to all ARREARS of which details are set out in the SPECIAL CONDITIONS.
- G11.6 If those ARREARS are not OLD ARREARS the SELLER is to assign to the BUYER all rights that the SELLER has to recover those ARREARS.
- Part 3 -BUYER not to pay for ARREARS
- G15 Part 3 of this CONDITION G11 applies where the SPECIAL G11.7 G15.1 CONDITIONS
  - (a) so state; or
  - (b) give no details of any ARREARS.
- While any ARREARS due to the SELLER remain unpaid the G11.8 BUYER must
  - (a) try to collect them in the ordinary course of G15.2 management but need not take legal proceedings or forfeit the TENANCY;
  - (b) pay them to the SELLER within five BUSINESS DAYS of receipt in cleared funds (plus interest at the INTEREST RATE calculated on a daily basis for each subsequent day's delay in payment);
  - (c) on request, at the cost of the SELLER, assign to the G15.3 SELLER or as the SELLER may direct the right to demand and sue for OLD ARREARS, such assignment to be in such form as the SELLER'S conveyancer may reasonably require;
  - (d) if reasonably required, allow the SELLER'S conveyancer to have on loan the counterpart of any TENANCY against an undertaking to hold it to the BUYER's order;
  - (e) not without the consent of the SELLER release any tenant or surety from liability to pay ARREARS or accept a surrender of or forfeit any TENANCY under which ARREARS are due; and
  - (f) if the BUYER disposes of the LOT prior to recovery of all ARREARS obtain from the BUYER'S successor in title a covenant in favour of the SELLER in similar form to part 3 of this CONDITION G11.
- Where the SELLER has the right to recover ARREARS it must G11.9 not without the BUYER'S written consent bring insolvency proceedings against a tenant or seek the removal of goods from the LOT

#### MANAGEMENT G12

- G12.1 This CONDITION G12 applies where the LOT is sold subject to TENANCIES.
- The SELLER is to manage the LOT in accordance with its G12.2 standard management policies pending COMPLETION.
- The SELLER must consult the BUYER on all management issues that would affect the BUYER after COMPLETION G12.3 (such as, but not limited to, an application for licence; a rent review; a variation, surrender, agreement to surrender or proposed forfeiture of a TENANCY; or a new TENANCY or agreement to grant a new TENANCY) and:
  - (a) the SELLER must comply with the BUYER's reasonable requirements unless to do so would (but for the indemnity in paragraph (c)) expose the SELLER to a liability that the SELLER would not otherwise have, in which case the SELLER may act reasonably in such a way as to avoid that liability;
  - (b) if the SELLER gives the BUYER notice of the SELLER's intended act and the BUYER does not object within five BUSINESS DAYS giving reasons for the objection the SELLER may act as the SELLER intends; and
  - (c) the BUYER is to indemnify the SELLER against all loss or liability the SELLER incurs through acting as the BUYER requires, or by reason of delay caused by the BUYER.

#### RENT DEPOSITS

G13.2

G13.3

G13.4

G14

G14.1

G14.2

- Where any TENANCY is an assured shorthold TENANCY, the SELLER and the BUYER are to comply with their respective statutory duties in relation to the protection of tenants' deposits, and to demonstrate in writing to the other (before COMPLETION, so far as practicable) that they have complied.
- The remainder of this CONDITION G13 applies where the SELLER is holding or otherwise entitled to money by way of rent deposit in respect of a TENANCY. In this CONDITION G13 "rent deposit deed" means the deed or other DOCUMENT under which the rent deposit is held.
- If the rent deposit is not assignable the SELLER must on COMPLETION hold the rent deposit on trust for the BUYER and, subject to the terms of the rent deposit deed, comply at the cost of the BUYER with the BUYER's lawful instructions.
- Otherwise the SELLER must on COMPLETION pay and assign its interest in the rent deposit to the BUYER under an assignment in which the BUYER covenants with the SELLER to:
  - (a) observe and perform the SELLER's covenants and conditions in the rent deposit deed and indemnify the SELLER in respect of any breach;
  - (b) give notice of assignment to the tenant; and
  - (c) give such direct covenant to the tenant as may be required by the rent deposit deed.

#### VAT

- Where a SALE CONDITION requires money to be paid or other consideration to be given, the payer must also pay any VAT that is chargeable on that money or consideration, but only if given a valid VAT invoice.
- Where the SPECIAL CONDITIONS state that no VAT OPTION has been made the SELLER confirms that none has been made by it or by any company in the same VAT group nor will be prior to COMPLETION.

#### TRANSFER AS A GOING CONCERN

- Where the SPECIAL CONDITIONS so state:
- (a) the SELLER and the BUYER intend, and will take all practicable steps (short of an appeal) to procure, that the sale is treated as a TRANSFER of a going concern; and
- (b) this CONDITION G15 applies.
- The SELLER confirms that the SELLER:
- (a) is registered for VAT, either in the SELLER'S name or as a member of the same VAT group; and
- (b) has (unless the sale is a standard-rated supply) made in relation to the LOT a VAT OPTION that remains valid and will not be revokedbefore COMPLETION.
- The BUYER confirms that
- (a) it is registered for VAT, either in the BUYER'S name or as a member of a VAT group;
- (b) it has made, or will make before COMPLETION, a VAT OPTION in relation to the LOT and will not revoke it before or within three months after COMPLETION:
- (c) article 5(2B) of the Value Added Tax (Special Provisions) Order 1995 does not apply to it; and
- (d) it is not buying the LOT as a nominee for another person.
- The BUYER is to give to the SELLER as early as possible before the AGREED COMPLETION DATE evidence
  - (a) of the BUYER'S VAT registration; (b) that the BUYER has made a VAT OPTION; and
- (c) that the VAT OPTION has been notified in writing to HM
  - Revenue and Customs; and if it does not produce the relevant evidence at least two BUSINESS DAYS before the AGREED COMPLETION DATE, CONDITION G14.1 applies at COMPLETION.
- The BUYER confirms that after COMPLETION the BUYER intends to
  - (a) retain and manage the LOT for the BUYER'S own benefit as a continuing business as a going concern subject to and with the benefit of the TENANCIES; and
  - (b) collect the rents payable under the TENANCIES and charge VAT on them.
  - If, after COMPLETION, it is found that the sale of the LOT is not a TRANSFER of a going concern then:
  - (a) the SELLER's conveyancer is to notify the BUYER's conveyancer of that finding and provide a VAT invoice in respect of the sale of the LOT;
  - (b) the BUYER must within five BUSINESS DAYS of receipt of the VAT invoice pay to the SELLER the VAT due; and
  - (c) if VAT is pavable because the BUYER has not complied with this CONDITION G15, the BUYER must pay and indemnify the SELLER against all costs, interest, penalties or surcharges that the SELLER incurs as a result.

#### CAPITAL ALLOWANCES

- This CONDITION G16 applies where the SPECIAL CONDITIONS state that there are capital allowances available in respect of the LOT.
- The SELLER is promptly to supply to the BUYER all information reasonably required by the BUYER in

- COMPLETE. If the BUYER fails to comply with a notice to complete the SELLER may, without affecting any other remedy the SELLER has: (a) terminate the CONTRACT:
- (b) claim the deposit and any interest on it if held by a stakeholder;
- (c) forfeit the deposit and any interest on it;
- (d) resell the LOT; and

COMPLETION

essence.

NOTICE TO COMPLETE

(e) claim damages from the BUYER.

- G7.4 If the SELLER fails to comply with a notice to complete the BUYER may, without affecting any other remedy the BUYER
  - (a) terminate the CONTRACT; and
  - (b) recover the deposit and any interest on it from the SELLER or, if applicable, a stakeholder.

#### G8 IF THE CONTRACT IS BROUGHT TO AN END If the CONTRACT is lawfully brought to an end:

- (a) the BUYER must return all papers to the SELLER and appoints the SELLER its agent to cancel any registration of the CONTRACT; and
- (b) the SELLER must return the deposit and any interest on it to the BUYER (and the BUYER may claim it from the stakeholder, if applicable) unless the SELLER is entitled to forfeit the deposit under CONDITION G7.3.
- G9 LANDLORD'S LICENCE
- Where the LOT is or includes leasehold land and licence to assign or sublet is required this CONDITION G9 applies. G9.1
- The CONTRACT is conditional on that licence being G9.2 obtained, by way of formal licence if that is what the landlord lawfully requires.
- The AGREED COMPLETION DATE is not to be earlier than the date five BUSINESS DAYS after the SELLER has given G9.3 notice to the BUYER that licence has been obtained ("licence notice").
- The SELLER must G9.4
  - (a) use all reasonable endeavours to obtain the licence at the SELLER'S expense; and
  - (b) enter into any Authorised Guarantee Agreement ("AGA") properly required (procuring a guarantee of that AGA if lawfully required by the landlord).

#### The BUYER must promptly G9.5

- (a) provide references and other relevant information; and (b) comply with the landlord's lawful requirements.
- If within three months of the CONTRACT DATE (or such G9.6 longer period as the SELLER and BUYER agree) the SELLER has not given licence notice to the BUYER the SELLER or the BUYER may (if not then in breach of any obligation under this CONDITION G9) by notice to the other terminate the CONTRACT at any time before the SELLER has given licence notice. That termination is without prejudice to the claims of either SELLER or BUYER for breach of this CONDITION G9.

#### INTEREST AND APPORTIONMENTS G10

- If the ACTUAL COMPLETION DATE is after the AGREED G10.1 COMPLETION DATE for any reason other than the SELLER'S default the BUYER must pay interest at the INTEREST RATE on the money due from the BUYER at COMPLETION for the period starting on the AGREED COMPLETION DATE and ending on the ACTUAL COMPLETION DATE.
- Subject to CONDITION G11 the SELLER is not obliged to G10.2 apportion or account for any sum at COMPLETION unless the SELLER has received that sum in cleared funds. The SELLER must promptly pay to the BUYER after COMPLETION any sum to which the BUYER is entitled that the SELLER subsequently receives in cleared funds.
- Income and outgoings are to be apportioned at the ACTUAL G10.3 COMPLETION DATE unless:
  - (a) the BUYER is liable to pay interest; and
  - (b) the SELLER has given notice to the BUYER at any time up to COMPLETION requiring apportionment on the date from which interest becomes payable by the BUYER; in which event income and outgoings are to be apportioned on the date from which interest becomes payable by the BUYER.
- Apportionments are to be calculated on the basis that: G10.4 (a) the SELLER receives income and is liable for outgoings for the whole of the day on which apportionment is to be made:
  - (b) annual income and expenditure accrues at an equal daily

G15.5

G15.4

G15.6

G16

G16 1

G16.2

G22.2

G22.3

G22.5

#### REPRODUCED WITH THE CONSENT OF THE RICS

connection with the BUYER's claim for capital allowances. G16.3 The value to be attributed to those items on which capital allowances may be claimed is set out in the SPECIAL CONDITIONS. G16.4 The SELLER and BUYER agree: (a) to make an election on COMPLETION under Section 198 of the Capital Allowances Act 2001 to give effect to this CONDITION G16; and (b) to submit the value specified in the SPECIAL CONDITIONS to HM Revenue and Customs for the purposes of their respective capital allowance computations.

#### G17 MAINTENANCE AGREEMENTS

- The SELLER agrees to use reasonable endeavours to TRANSFER to the BUYER, at the BUYER's cost, the benefit G17.1 G22.4 of the maintenance agreements specified in the SPECIAL CONDITIONS.
- G17.2 The BUYER must assume, and indemnify the SELLER in respect of, all liability under such agreements from the ACTUAL COMPLETION DATE.

#### G18 LANDLORD AND TENANT ACT 1987

- This CONDITION G18 applies where the sale is a relevant G18.1 disposal for the purposes of part I of the Landlord and Tenant Act 1987
- G18.2 The SELLER warrants that the SELLER has complied with sections 5B and 7 of that Act and that the requisite majority of qualifying tenants has not accepted the offer.

#### G19 SALE BY PRACTITIONER

- This CONDITION G19 applies where the sale is by a G19.1 PRACTITIONER either as SELLER or as agent of the SELLER. The PRACTITIONER has been duly appointed and is G19.2
- empowered to sell the LOT. . Neither the PRACTITIONER nor the firm or any member of G19.3
- the firm to which the PRACTITIONER belongs has any G22.6 personal liability in connection with the sale or the performance of the SELLER's obligations. The TRANSFER is to include a declaration excluding that personal liability. The LOT is sold
- G19.4
  - (a) in its condition at COMPLETION;
  - (b) for such title as the SELLER may have; and
  - (c) with no title guarantee;

G23 and the BUYER has no right to terminate the CONTRACT G23.1 or any other remedy if information provided about the LOT is inaccurate, incomplete or missing.

- Where relevant: G19.5
  - (a) the DOCUMENTS must include certified copies of those under which the PRACTITIONER is appointed, the DOCUMENT of appointment and the PRACTITIONER'S acceptance of appointment; and
  - (b) the SELLER may require the TRANSFER to be by the lender exercising its power of sale under the Law of Property Act 1925.
- The BUYER understands this CONDITION G19 and agrees that it is fair in the circumstances of a sale by a G19.6 PRACTITIONER.

#### G20 TUPE

- If the SPECIAL CONDITIONS state "there are no employees G20.1 to which TUPE applies", this is a warranty by the SELLER to this effect.
- If the SPECIAL CONDITIONS do not state "there are no G20.2 employees to which TUPE applies" the following paragraphs apply:
  - (a) The SELLER must notify the BUYER of those employees whose CONTRACTs of employment will TRANSFER to the BUYER on COMPLETION (the "Transferring Employees"). This notification must be given to the BUYER not less than 14 days before COMPLETION.
  - (b) The BUYER confirms that it will comply with its obligations under TUPE and any SPECIAL CONDITIONS in respect of the TRANSFERring Employees
  - (c) The BUYER and the SELLER acknowledge that pursuant and subject to TUPE, the CONTRACTs of employment between the TRANSFERring Employees and the SELLER will TRANSFER to the BUYER on COMPLETION.
  - (d) The BUYER is to keep the SELLER indemnified against all liability for the TRANSFERring Employees after COMPLETION.

#### ENVIRONMENTAL

G21

- This CONDITION G21 only applies where the SPECIAL G211 CONDITIONS so provide.
- The SELLER has made available such reports as the SELLER G21.2 has as to the environmental condition of the LOT and has given the  $\mathsf{BUYER}$  the opportunity to carry out investigations (whether or not the  $\mathsf{BUYER}$  has read those reports or carried out any investigation) and the BUYER admits that the PRICE takes into account the environmental condition of the LOT The BUYER agrees to indemnify the SELLER in respect of all G21.3
- liability for or resulting from the environmental condition of the LOT.

#### G22 SERVICE CHARGE

This CONDITION G22 applies where the LOT is sold subject G22.1 to TENANCIES that include service charge provisions.

No apportionment is to be made at COMPLETION in respect of service charges.

- Within two months after COMPLETION the SELLER must provide to the BUYER a detailed service charge account for the service charge year current on COMPLETION showing: (a) service charge expenditure attributable to each TENANCY:
- (b) payments on account of service charge received from each tenant;
- (c) any amounts due from a tenant that have not been received;
- (d) any service charge expenditure that is not attributable to any TENANCY and is for that reason irrecoverable.
- In respect of each TENANCY, if the service charge account shows: (a) that payments that the tenant has made on account
- exceed attributable service charge expenditure, the SELLER must pay to the BUYER an amount equal to that excess when it provides the service charge account; or
- (b) that attributable service charge expenditure exceeds payments made on account, the BUYER must use all reasonable endeavours to recover the shortfall from the tenant as soon as practicable and promptly pay the amount so recovered to the SELLER;

but in respect of payments on account that are still due from a tenant CONDITION G11 (ARREARS) applies.

- In respect of service charge expenditure that is not attributable to any TENANCY the SELLER must pay the expenditure incurred in respect of the period before ACTUAL COMPLETION DATE and the BUYER must pay the expenditure incurred in respect of the period after ACTUAL COMPLETION DATE. Any necessary monetary adjustment is to be made within five BUSINESS DAYS of the SELLER providing the service charge account to the BUYER.
- If the SELLER holds any reserve or sinking fund on account of future service charge expenditure or a depreciation fund: (a) the SELLER must pay it (including any interest earned on it) to the BUYER on COMPLETION; and
- (b) the BUYER must covenant with the SELLER to hold it in accordance with the terms of the TENANCIES and to indemnify the SELLER if it does not do so.

#### RENT REVIEWS

- This CONDITION G23 applies where the LOT is sold subject to a TENANCY under which a rent review due on or before the ACTUAL COMPLETION DATE has not been agreed or determined.
- G23.2 The SELLER may continue negotiations or rent review proceedings up to the ACTUAL COMPLETION DATE but may not agree the level of the revised rent or commence rent review proceedings without the written consent of the BUYER, such consent not to be unreasonably withheld or delayed
- Following COMPLETION the BUYER must complete rent G23.3 review negotiations or proceedings as soon as reasonably practicable but may not agree the level of the revised rent without the written consent of the SELLER, such consent not to be unreasonably withheld or delayed.
- The SELLER must promptly: G23.4
  - (a) give to the BUYER full details of all rent review negotiations and proceedings, including copies of all correspondence and other papers; and
  - (b) use all reasonable endeavours to substitute the BUYER for the SELLER in any rent review proceedings.
- G23.5 The SELLER and the BUYER are to keep each other informed of the progress of the rent review and have regard to any proposals the other makes in relation to it.
- When the rent review has been agreed or determined the BUYER must account to the SELLER for any increased rent G23.6 and interest recovered from the tenant that relates to the SELLER'S period of ownership within five BUSINESS DAYS of receipt of cleared funds.
- If a rent review is agreed or determined before G23.7 COMPLETION but the increased rent and any interest recoverable from the tenant has not been received by COMPLETION the increased rent and any interest recoverable is to be treated as ARREARS.
- The SELLER and the BUYER are to bear their own costs in G23.8 relation to rent review negotiations and proceedings.

#### G24 TENANCY RENEWALS

- This CONDITION G24 applies where the tenant under a G24.1 TENANCY has the right to remain in occupation under part II of the Landlord and Tenant Act 1954 (as amended) and references to notices and proceedings are to notices and proceedings under that Act.
- Where practicable, without exposing the SELLER to liability G24.2 or penalty, the SELLER must not without the written consent of the BUYER (which the BUYER must not unreasonably withhold or delay) serve or respond to any notice or begin or continue any proceedings.
- G24.3 If the SELLER receives a notice the SELLER must send a copy to the BUYER within five BUSINESS DAYS and act as the BUYER reasonably directs in relation to it.
- Following COMPLETION the BUYER must: G24.4

- (a) with the co-operation of the SELLER take immediate steps to substitute itself as a party to any proceedings;
- (b) use all reasonable endeavours to conclude any proceedings or negotiations for the renewal of the TENANCY and the determination of any interim rent as soon as reasonably practicable at the best rent or rents reasonably obtainable; and
- (c) if any increased rent is recovered from the tenant (whether as interim rent or under the renewed TENANCY) account to the SELLER for the part of that increase that relates to the SELLER'S period of ownership of the LOT within five BUSINESS DAYS of receipt of cleared funds.

G24.5 The SELLER and the BUYER are to bear their own costs in relation to the renewal of the TENANCY and any proceedings relating to this. G25

#### WARRANTIES

G25.1

G25.2

G25.3

G26

G27

G27.1

G27.2

G28

G28.1

G28.2

G28.3

G29

- Available warranties are listed in the SPECIAL CONDITIONS. Where a warranty is assignable the SELLER must:
  - (a) on COMPLETION assign it to the BUYER and give notice of assignment to the person who gave the warranty; and
  - (b) apply for (and the SELLER and the BUYER must use all reasonable endeavours to obtain) any consent to assign that is required. If consent has not been obtained by COMPLETION the warranty must be assigned within five BUSINESS DAYS after the consent has been obtained.

If a warranty is not assignable the SELLER must after COMPLETION:

- (a) hold the warranty on trust for the BUYER; and
- (b) at the BUYER's cost comply with such of the lawful instructions of the BUYER in relation to the warranty as do not place the SELLER in breach of its terms or expose the SELLER to any liability or penalty.

#### NO ASSIGNMENT

The BUYER must not assign, mortgage or otherwise TRANSFER or part with the whole or any part of the BUYER'S interest under this CONTRACT.

#### REGISTRATION AT THE LAND REGISTRY

- This CONDITION G27.1 applies where the LOT is leasehold and its sale either triggers first registration or is a registrable disposition. The BUYER must at its own expense and as soon as practicable:
- (a) procure that it becomes registered at the Land Registry as proprietor of the LOT;
- (b) procure that all rights granted and reserved by the lease under which the LOT is held are properly noted against the affected titles; and
- (c) provide the SELLER with an official copy of the register relating to such lease showing itself registered as proprietor.
- This CONDITION G27.2 applies where the LOT comprises part of a registered title. The BUYER must at its own expense and as soon as practicable:

(a) apply for registration of the TRANSFER;

- (b) provide the SELLER with an official copy and title plan for the BUYER'S new title; and
- (c) join in any representations the SELLER may properly make to the Land Registry relating to the application.

#### NOTICES AND OTHER COMMUNICATIONS

All communications, including notices, must be in writing. Communication to or by the SELLER or the BUYER may be given to or by their conveyancers

A communication may be relied on if:

- (a) delivered by hand; or
- (b) made electronically and personally acknowledged (automatic acknowledgement does not count); or
- (c) there is proof that it was sent to the address of the person to whom it is to be given (as specified in the SALE MEMORANDUM) by a postal service that offers normally to deliver mail the next following BUSINESS DAY.
- A communication is to be treated as received:
  - (a) when delivered, if delivered by hand; or
  - (b) when personally acknowledged, if made electronically; but if delivered or made after 1700 hours on a BUSINESS DAY a communication is to be treated as received on the next BUSINESS DAY.
- A communication sent by a postal service that offers G28.4 normally to deliver mail the next following BUSINESS DAY will be treated as received on the second BUSINESS DAY after it has been posted.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No one is intended to have any benefit under the CONTRACT pursuant to the CONTRACTs (Rights of Third Parties) Act 1999.

## These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

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

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 27 October 2023 shows the state of this title plan on 27 October 2023 at 16:10:00. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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



This official copy is incomplete without the preceding notes page.

The electronic official copy of the register follows this message.

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

HM Land Registry



Official copy of register of title

Title number YY97229

Edition date 26.01.2018

- This official copy shows the entries on the register of title on 27 OCT 2023 at 16:09:59.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 27 Oct 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

# A: Property Register

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

WEST YORKSHIRE : BRADFORD

- 1 (26.01.2018) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being 9 Leylands Lane, Bradford (BD9 5PX).
- 2 (26.01.2018) There are excluded from this registration the mines and minerals and the ancillary rights saved excepted and reserved by the Conveyance dated 8 February 1899 referred to in the Charges Register in the following terms:-

"Saving nevertheless and excepting out of these presents and reserving unto the said present Earl and his successors in title the trees stones and other minerals on the line of the said intended Back Roads so far as they are included in the said plot of land together with full right and liberty for the said present Earl and his successors in title to cut down get and carry away the same trees stones and minerals."

# **B:** Proprietorship Register

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

# Title absolute

- 1 (26.01.2018) PROPRIETOR: MAUREEN PATRICIA PLUNKETT-JONES of 9 Leylands Lane, Bradford BD9 5PX and of Warnford Court, Thoralby, Leyburn DL8 3SU.
- 2 (26.01.2018) The value stated as at 26 January 2018 was £150,000.
- 3 (26.01.2018) The Conveyance to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

# C: Charges Register

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

1 (26.01.2018) A Conveyance of the land in this title and other land dated 8 February 1899 made between (1) The Right Honourable Lawrence Earl of Rosse (2) The Honourable and Reverend Randal Parsons and The Honourable Charles Algernon Parsons and (3) William Stanley (Purchaser) contains covenants.

By a Deed dated 16 January 1900 made between (1) The Right Honourable Lawrence Earl of Rosse (the said present Earl) and (2) William Stanley the said covenants were expressed to be modified. Details of the covenants and of the terms of the modification are set out in the schedule of restrictive covenants hereto.

# Schedule of restrictive covenants

1 (26.01.2018) The following are details of the covenants contained in the Conveyance dated 8 February 1899 referred to in the Charges Register:-

"The Purchaser for himself and his assigns to the intent that the covenants hereinafter contained shall be binding on the premises hereby conveyed into whosesoever hands the same may come doth hereby COVENANT with the said present Earl and his heirs and his and their successors in title owner or owners for the time being of the Estates standing limited to the uses of the said Indentures of Settlement and Resettlement respectively in manner following that is to say

That he the Purchaser his heirs or assigns will forthwith at his or their own expense appropriate from the said plot of land the portion coloured brown upon the said plan within the boundary lines of the said land towards the said Back Roads or such extended width as the Bradford Corporation may require in which case the extended width shall be deemed to be substituted for the width shewn on the said plan.

And shall pay to the said present Earl or his successors in title or as he or they shall direct a proportionate share (to be ascertained by the Certificate of the Surveyor or Agent hereinbefore mentioned which Certificate shall be final and conclusive) of the costs already incurred (if any) in constructing and forming and in paving and flagging as the case may be the said sewers and the said roads and of the costs to be hereafter incurred by the said present Earl or his successors in title in respect thereof under the power hereby given (which proportionate share until payment shall be a first charge upon the said plot of land and shall carry interest at the rate of Five pounds per cent per annum from the date when demand for payment shall be made until the actual payment thereof) and also a proportionate share (to be ascertained as aforesaid and paid on demand) of afterwards cleansing maintaining and repairing the same streets and roads until they shall become repairable by the Public

And will not erect or fix any steps or other obstruction or encroachment whatever upon the said roads

And will pay to the said present Earl or his successors in title for any damage or injury caused by or during the erection of any building upon the said plot of land or any works connected therewith to the said roads or to any of the said sewers drains or pipes such an amount as shall be assessed in respect thereof by the Certificate of the said Surveyor or Agent.

And will not without the consent in writing of the said present Earl or his successors in title build or erect any building or erection so as to project into or overhang the portion of the said plot of land hereby assured lying between the building lines shewn on the said plan and the said streets or roads shewn thereon save only porches porticoes bay windows and other usual architectural ornaments or dressings

And will not use any erection or building to be erected on the said plot of land for any other purpose than as private dwellinghouses and the outbuildings necessary to be used therewith and shall not erect

# Schedule of restrictive covenants continued

more than six Dwellinghouses with the necessary outbuildings on the said plot of land.

And will not make any such dwellinghouses more than two storeys in height exclusive of Cellars and Attics

And that the rental value of each such dwellinghouse including the outbuildings in connection therewith shall not be less than Eighteen pounds per annum.

And also will not put out or make any openings lights or windows in any building or wall to be erected upon the said plot of land so as to look or open immediately upon the adjoining property of the said present Earl or his successors or within a distance of fifteen feet thereof without the consent in writing of the said present Earl and his successors in title or erect or cause to be erected any Ashplace Manure heap or Privy within the same distance.

And will on or before the first day of February One thousand eight hundred and ninety nine make or erect a substantial wall or fence or a temporary wooden paling along the South side of the said plot of land and also along the South side of the said intended Back Road five yards wide on the North side of the said plot of land and also along the West side of the said intended Back Road five yards wide on the East side of the said plot of land which paling if erected shall be replaced before the first day of July One thousand eight hundred end ninety nine by a substantial wall or fence such paling walls or fences to be of one uniform height from the surface of the ground whereon the same shall be erected and to be not less than four feet high the wall to be erected fronting to Leylands Lane shall be a stone wall or a dwarf wall with palisades.

And also that the Purchaser will at all times hereafter keep such palings walls or fences in good repair and if he shall fail or neglect to erect any such paling wall or fence or to replace any such temporary paling by a substantial wall or fence within the time aforesaid or to repair the same within ten days after a written notice signed by the said Surveyor or Agent requiring him so to do shall have been given to him or left on the said plot of land the said present Earl or his successors in title shall be at liberty to erect replace repair or maintain such paling wall or fence and that the Purchaser his heirs executors administrators or assigns will on demand pay to the said present Earl or his successors or as he or they shall direct the cost incurred by him or them in so doing.

And also that the Purchaser will not quarry stone or make or burn any bricks or erect any temporary building on the said plot of land except such temporary paling as aforesaid and such sheds or workshops as shall be required and be exclusively used for the works incidental to the erection of the buildings hereby authorised to be built on the said plot of land

And also that all buildings and walls fronting to any road or street except back roads shall be faced in front thereof with newly quarried stone of coursed outsides

And also that no noxious or offensive trade or business shall be carried on in or upon the said plot of land or in or upon any building which may be erected thereon

And also it is hereby declared and agreed that the said present Earl and his successors in title shall not be bound to make or lay out more of the Streets or Roads shewn or indicated upon the said Plan than he or they shall think fit."

NOTE 1: The part of the back road included in the title forms part of the land coloured brown referred to

NOTE 2: The building line is set back 7.32 metres.

End of register

## CONTRACT

## THIS FORM IS PART OF THE LAW SOCIETY'S TRANSACTION SCHEME

((Incorporating Auction General Conditions of Sale and Auction Conduct Conditions attached)

Contract Date	:	
Seller(s)	:	JAMES EDWARD BARKER AS EXECUTOR FOR MAUREEN PLUNKETT- JONES Warnford Court Thoralby LEYBURN DL8 3SU
Buyer	:	
Property	:	9 Leylands Lane Bradford BD9 5PX
Title Number /Root of Title	:	YY97229
Specified Incumbrances	:	All matters registered under the above Title with the exception of financial charges
Title Guarantee	:	Limited Title
Completion Date:		
Contract Rate	:	The Law Society's Interest Rate
Purchase price	:	£
Deposit :		
Chattels price (if separate)	:	
Balance :		

The Seller will sell and the Buyer will buy the Property for the Purchase price

The Contract continues on pages 2 and 3 attached

WARNING	Signed
This is a formal document, designed to create legal	
rights and legal obligations. Take advice before	
using it.	Seller/Buyer

- 1. (a) This Contract also incorporates the Standard Conditions of Sale (Fifth Edition).
  - (b) The Terms used or defined in this Contract have the same meaning when used in the Conditions.
- 2. Subject to the terms of this Contract and to the Auction Conditions of Sale, the Seller is to transfer the Property with either full title guarantee or limited title guarantee as specified on the front page.
- 3. The Contents which are on the Property and are set out on any attached list are included in the sale or the Buyer is to pay the Contents price for them if specified on the front page.
- 4. The Property is sold with vacant possession on completion.
- 5. Each Occupier identified below agrees with the seller and the buyer; in consideration of their entering into this contract, that the occupier concurs in the sale of the property on the terms of this contract, undertakes to vacate the property on or before the completion date and releases the property and any included fixtures and contents from any right or interest that the occupier may have.

**Note:** this condition does not apply to occupiers under leases or tenancies subject to which the property is sold.

Name(s) and signature(s) of the occupier(s) (if any):

## Name:

## Signature:

- 6. The Seller assigns to the Buyer any cause of action relating to the Property whatsoever that has accrued to the Seller as at the date hereof or shall accrue before Completion.
- 7. If completion is delayed because of the fault of the Buyer and if notice to complete is served under Standard Condition 6.8 then the Buyer shall upon completion (and in addition to any other sums due to the Seller) pay the sum of £150.00 plus VAT in respect of the Seller's Conveyancers' costs for the preparation and service of the notice to complete and of matters incidental thereto arising from the notice or from the delay in completion and if completion does not take place the buyer will be liable for the sellers solicitors legal costs in the sum of £594 including VAT.
- 8. Payment of the balance of purchase monies due hereunder upon completion shall be remitted at the Buyer's risk by telegraphic transfer CHAPS to the Seller's Conveyancers' Bank Account. Details of our bank account are available on request from the person responsible for the matter. We will need details of the amount expected and details of the account from which the payment is to be made.
- 9. Standard Conditions 6.1.2 and 6.1.3 shall apply with the words "1.00 pm" substituted for the words "2.00 pm".
- 10. The buyers will on completion pay the sum of £300 plus VAT in respect of searches provided
- 11. Contracts will be exchanged immediately. The buyer has 28 days in which to complete the purchase
- 12. A 5% deposit is payable on exchange subject to a minimum of £5,000 plus VAT to be held as agent by the Sellers solicitors
- 13. The deposit is not refundable to the Buyer unless the Seller withdraws from the sale prior to completion.

Sellers Conveyancers:	LCF Residential Limited 33 Park Place Leeds West Yorkshire LS1 2RY
Reference:	SLM/CXC/BAR957/1
Buyers Conveyancers:	
Reference:	

Standard Conditions of Sale

# **CERTIFIED COPY**

Pursuant to the Births and



# **BCP** 611319

**Deaths Registration Act 1953** 

OF AN ENTRY

	1912	DEATH	Entry No. 254
Reg	sistration district Bradford and Keighley	Administr	ative area
Sub	-district Bradford and Keighley	Metropolitan District of	Bradford
L.	Date and place of death	in a constant of the second	
	Thirty-first March 2023		
	9 Leylands Lane, Bradford		
1	Name and surname	3. Sex	
	Maureen Patricia PLUNKETT-JONES	Female	
5	AND DESCRIPTION	4. Maiden surname of woman who B has married	AESCHLIN
1	Date and place of birth	Contraction of Contraction	5724m
	Twenty-fifth February 1925 Bradford		
i.	Occupation and usual address		
	Secondary School Teacher (retired)		
	Widow of Philip Henry PLUNKETT-JONES Pri	mary School Teacher (retired)	
	9 Leylands Lane, Bradford		
(2	) Name and surname of informant	(b) Qualification	
(	Bridget Marie BOYLAN		
	Bridget Marie BOTLAN	Cousin Present at the death	
(c	) Usual address 63 Cambridge Road, Teddington, Middlesex		- (2)22
2	I certify that the particulars given by me above are true to	o the best of my knowledge and belief	- 2255 Fr
	B M Boylan	A STATISTICS	Signature of informant
	Cause of death		501
	I (a) Frailty of Old Age		
	II Type II Diabetes Mellitus		
	in type in Diabetes Menitus		
	Certified by James Alexander Butler M.B.		
.0.	Date of registration	11. Signature of registrar	10-16V
	Fourth April 2023	J Bambridge	
		Deputy Registrar	

Certified to be a true copy of an entry in a register in my custody.

Banbridge

\*Superintendent Registrar \*Registrar

Date 4th April 2023

\*Strike out whichever does not apply

System No: 325479060 OR POSSESSING A FALSE CERTIFICATE. ©CROWN COPYRIGHT

WARNING: A CERTIFICATE IS NOT EVIDENCE OF IDENTITY.

# Regulated Local Authority Search



# Enquiries of The Local Authority (2016 Edition) Search Details

Prepared for:LCF ResidentialMatter:BAR957/1Client address:1 St. James Business Park, 1 New Augustus Street, Bradford, BD1 5LL

Property:

9 Leylands Lane, Bradford, BD9 5PX

Local Authority: Bradford Metropolitan District Council City Hall, City Hall, Centenary Square, Bradford, BD1 1HY

Date Returned: 04/12/2023

Property type: Residential

This search was provided by InfoTrack Ltd\* – t. 0207 186 8090, e: helpdesk@infotrack.co.uk. Our search terms and conditions (issued by InfoTrack) can be viewed at www.infotrack.co.uk, or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit www.propertycodes.org.uk for more information. \*Please note, we may subcontract search compilation in some areas.



InfoTrack UK Limited, Level 11, 91 Waterloo Road, London, SE1 8RT T: 0207 186 8090 E: helpdesk@infotrack.co.uk



# Summary for Conveyancers

At InfoTrack Ltd we believe in adding value to our search products. This summary identifies matters revealed which you may wish to highlight to your client or investigate further. It is intended as a snapshot of the information contained in the search, should in no way be considered legal advice, and should be taken in context with the full search information and with your client's planned use and enjoyment of the property.

We have included recommendations for further actions at the end of the summary. We hope you find it helpful.

# Local Land Charges

The property is subject to:

Miscellaneous Charge(s) [Part Four]

## Planning

This report reveals no planning entries since 1 August 1977

## **Building Regulations**

This report reveals building regulation entries since 1 January 1995

**Development Plan Designations** 

The report reveals the following:

Within:

- District Wide Policies Apply
- Urban Areas: Bradford
- Coal Minerals Safeguarding Area, EN13
- Sandstone Minerals Safeguarding Area, EN13
- Settlement Boundary: Bradford North West, SP3

Borough wide policies apply:

• City of Bradford Metropolitan District Council Authority Boundary

## Please see the following Local Plan attachment

## Road Adoption & Public Rights of Way

Name	USRN	Туре	Number/Code	Status
LEYLANDS LANE	7745390	Road	N/A	HMPE
BACK LEYLANDS LANE	7745391	Road	N/A	Not HMPE

# Road, Rail and Traffic Schemes

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

No waiting at any time and other waiting restrictions on Leylands Lane



# Community Infrastructure Levy (CIL)

The Bradford District Community Infrastructure Levy Charging Schedule was formally approved on 21.03.2017 and implemented on 01.07.2017. For further information please e-mail: cil@bradford.gov.uk

# Radon Gas

The property is within a Radon affected area



# Road Adoption & Public Rights of Way

The plan below shows roads, footpaths and footways included under enquiry 2.1a by way of centre line only, and any Public Rights of Way which cross or abut the property boundary. For further information see the responses to enquiries 2.1 to 2.5 of this search.

# Please note that the plan is for indicative purposes only and cannot be used to comment on the extent of adopted highway, width of a highway, or whether or not any existing highway directly abuts the boundary of the property.

If you require any further clarification on any information revealed please call 0207 186 8090, email <u>helpdesk@infotrack.co.uk</u> or visit <u>www.infotrack.co.uk</u> to order a Highways Search.



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Highway Maintainable at Public Expense (HMPE)
 Not Highway Maintainable at Public Expense (Not HMPE)
 Highway Part Maintainable at Public Expense (Part HMPE)
 Public Footpath
 Public Right of Way
 Public Bridleway
 Public Byway
 Public Restricted Byway



# Recommendations

In light of the above entries, we would recommend the following items which can be ordered through our website:

# Planning

- **Planning Report:** as a Local Search does not consider planning applications or permissions relating to other properties nearby
- Indemnity insurance quotation: if Planning Permission has not been revealed for alterations carried out to the property

Building Control and Restrictions on Land or Development Use

- Full copies of the documents revealed
- Indemnity insurance quotation: if Completion Certificates have not been revealed for all alterations carried out to the property

## **Environmental Issues**

• Environment Report: this Local Search result does not show any records of contamination held by the Local Authority. However, these records only indicate land that has been fully investigated and designated as Contaminated Land, and does not confirm that a site will not be investigated in the future. As most councils have not yet completed their contamination records, you should consider an Environment Report.

# Next Steps

For more information or to order any of the recommended documents or additional searches, copies of entries or charges, or to obtain a quote for insurance please call 0207 186 8090, email <u>helpdesk@infotrack.co.uk</u> or visit <u>www.infotrack.co.uk</u>



# Report of Entries in the Local Land Charges, Planning & Building Regulation Registers

# Local Land Charges as at 29 November 2023

Part	Reference	Description	Date of Registration
0		This is a part Rule 7 Council, for any additional Part 3 Conditional Planning Permissions dated between 01.08.1977 - 01.01.1990, please see Planning entries below.	
4	SC295128	North West Smoke Control Order No. : 07/00234/SMKCON Clean Air Act 1956 S:11 Ref: 07/00234/SMKCON	01.05.1972



## Informative:

This Local Authority operates Rule 7 of The Local Land Charges Rules 1977 which preserves the existing power to register a charge by reference to other statutory records which are open to public inspection. If there are any relevant Part 3 Conditional Planning Permissions relating to the property they will be listed in the planning section below.

# Other Planning History from 1 August 1977

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.

Reference	Description	Decision	Date of Decision
	There are no entries relating to this property		



# **Building Regulations from 1 January 1995**

Reference	Description			Decis	ion	Date of Decision	Date of Completion Certificate (if issued)
14/10437/GASA FE	GASAFE record for the installation of a gas fire 9 Leylands Lane Bradford West Yorkshire BD9 5PX GASA Application Completion Date: 04/04/2014 Please note: the Application Completion Date is indicative of the date the works were completed on site		CP	S	N/A	N/A	
Decision Key							
ACC Accepted		CP	Conditional Permission	NYD	Not	Yet Determined	ł
ACK Acknowledge	ed	CPS	Competent Persons Scheme	N/A	Not	Available (CPS	Entries N/A Not
AD Appeal Dism	issed	EUC	Established Use Certificate		Appl	licable)	
AOA Allowed on A	ppeal	IN	Referred to Approved Inspector	Р	Perr	nission	
AR Appeal Refus	AR Appeal Refused INA Initial Notice Accepted		Initial Notice Accepted	PD	Perr	nitted Developr	nent
AU Appeal Uphe	U Appeal Upheld LBC Listed Building Consent		Listed Building Consent	PEN	Pen	ding	
AW Appeal Witho	N Appeal Withdrawn NDOF No Decision on File		R	Refu	ısal		
BN Building Notion	ce	NOB	I No Objections	RG	Reg	ularisation	
CAC Conservation	Area Consent	NHB	National House Building Council	WD	With	Idrawn	
COL Certificate of	Lawfulness						



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# **Enquiries of the Local Authority (2016 Edition)**

PLANNING AND BUILDING REGULATIONS			
Planning and Building 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 or agreements:	1.1		
(a) a planning permission;		(a)	Any entries are listed in
(b) a listed building consent;		(b)	Any entries are listed in
(c) a conservation area consent;		(c)	Any entries are listed in
<ul> <li>(d) a certificate of lawfulness of existing use or development;</li> </ul>		(d)	Any entries are listed in
<ul> <li>(e) a certificate of lawfulness of proposed use or development;</li> </ul>		(e)	Any entries are listed in
<li>(f) certificate of lawfulness of proposed works for listed buildings;</li>		(f)	Any entries are listed in
(g) a heritage partnership agreement;		(g)	Any entries are listed in
(h) a listed building consent order;		(h)	Any entries are listed in
(i) a local listed building consent order;		(i)	Any entries are listed in
(j) building regulations approval;		(j)	Any entries are listed in
(k) a building regulation completion certificate; and		(k)	Any entries are listed in
(I) any building regulations certificate or notice		(I)	· •
issued in respect of work carried out under a			Informatives (2) and (3)
competent person self-certification scheme? nformative			
<ol> <li>This reply does not cover other properties in the ricinity of the property.</li> <li>As from 1 April 2002 the installation of a replacement vindow, roof light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fenestration Self-Assessment Scheme by the Glass and Glazing Federation.</li> <li>Question 'I'. Competent Persons Scheme. These ecords are not routinely held by the Local Authority. Information is available from the appropriate Scheme Managers direct. This includes - heat producing gas appliances; oil-fired combustion devices, oil storage anks and heating and hot water services systems connected to them; certain solid fuel burning appliances and heating and hot water service systems; lighting or electric heating systems; certain electrical installations; anitary ware or washing facilities and cavity wall nsulation. The client is advised to apply to the vendor or details of any works or completions issued under Competent Persons Schemes.</li> </ol>			



# 9 Leylands Lane, Bradford, BD9 5PX

Planning Designations and Proposals		
1.2 What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	1.2	Bradford Core Strategy adopted on 18th July 2017, The Replacement Unitary Development Plan for Bradford District adopted 18th October 2005, saved policies only from 30th September 2008, Shipley and Canal Road Corridor Area Action Plan adopted December 2017, City Centre Area Action Plan adopted December 2017, The Waste Management Development Plan adopted October 2017, Made Neighbourhood Plans and the Draft Bradford District Local Plan Policies Map 2020 - 2038 submitted March 2021 Within: <ul> <li>District Wide Policies Apply</li> <li>Urban Areas: Bradford</li> <li>Coal Minerals Safeguarding Area, EN13</li> <li>Sandstone Minerals Safeguarding Area, EN13</li> <li>Settlement Boundary: Bradford North West, SP3</li> </ul> <li>Borough wide policies apply:         <ul> <li>City of Bradford Metropolitan District Council Authority Boundary</li> </ul> </li> <li>Please see the following Local Plan attachment</li>
Informative		
This reply reflects policies or proposals in any existing adopted 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's Planning and Highways Department. Information regarding flooding is not provided as standard in answer to this enquiry and should be sought directly from the local authority and: Environment Agency: https://www.gov.uk/government/organisations/environment nt-agency Resources Wales: English https://naturalresources.wales/?lang=en Cymraeg https://naturalresources.wales/?lang=cy	,	

## Bradford Metropolitan District Council District Wide Policies

## The policies below affect the whole of Bradford Metropolitan District Council:

Policy SC1: Overall Approach and Key Spatial Priorities

Policy SC2: Climate Change and Resource Use

Policy SC3: Working Together

Policy SC6: Green Infrastructure

Policy SC9: Making Great Places

Policy EC2: Supporting Business and Job Creation

Policy EC4: Sustainable Economic Growth

Policy TR1: Travel Reduction and Modal Shift

Policy TR2: Parking Policy

Policy TR3: Public Transport, Cycling and Walking

Policy TR4: Transport and Tourism

Policy TR5: Improving Connectivity and Accessibility

Policy TR6: Freight

Policy TR7: Transport Investment and Management Priorities

Policy TR8: Aircraft Safety

Policy HO1: The District's Housing Requirement

Policy HO8: Housing Mix

Policy HO9: Housing Quality

Policy HO10: Overcrowding and Empty Homes

Policy HO11: Affordable Housing

Policy HO12: Sites For Travellers and Travelling Showpeople

Policy EN5: Trees and Woodland

Policy EN6: Energy

Policy EN8: Environmental Protection

Policy EN10: Sandstone Supply

Policy EN11: Sand, Gravel, Fireclay, Coal and Hydrocarbons (oil and gas)

Policy EN12: Minerals Safeguarding

Policy WM1: Waste Management

Policy DS1: Achieving Good Design

Policy DS2: Working with the Landscape

Policy DS3: Urban Character

Policy DS4: Streets and Movement

Policy DS5: Safe and Inclusive Places

Policy ID2: Viability

Policy ID3: Developer Contributions

Policy ID4: Working with Partners

Policy ID5: Facilitating Delivery

Policy ID6: Simplification of planning guidance to encourage sustainable development

Policy ID7: Community Involvement

Policy ID8: Regeneration Funding and Delivery

Please visit https://www.bradford.gov.uk/ for further guidance on the policies.



ROADS AND PUBLIC RIGHTS OF WAY	
Roads, footways and footpaths	
2.1 Which of the roads, footways and footpaths named in the application for this search are:	2.1
(a) highways maintainable at public expense;	<ul><li>(a) LEYLANDS LANE</li><li>Highway maintainable at public expense</li></ul>
	<ul><li>BACK LEYLANDS LANE</li><li>Not highway maintainable at public expense</li></ul>
<ul> <li>(b) subject to adoption and, supported by a bond or bond waiver;</li> </ul>	(b) No
<ul> <li>(c) to be made up by a local authority who will reclaim the cost from the frontagers; or</li> </ul>	(c) No
(d) to be adopted by a local authority without reclaiming the cost from the frontagers?	(d) No
Informative If a road, footpath or footway is not a highway, there may be no right to use it.	
Please note that if a plan is included in response to Q2.1 the full extent, for example with regard to verges,	
of the adoption status of the roads, footways and footpaths indicated may not be revealed. Information as to the full extent of publicly maintained highways can be obtained through our Highways Search service.	
Public Rights of Way	
2.2 Is any public right of way which abuts on, or crosses the property, shown on a definitive map or revised definitive map?	2.2 No
2.3 Are there any pending applications to record a public right of way that abuts, or crosses the property, on a definitive map or revised definitive map?	2.3 No
2.4 Are there any legal orders to stop up, divert, alter or create a public right of way which abuts, or crosses the property not yet implemented or shown on a definitive map?	
2.5 If so, please attach a plan showing the approximate route.	2.5 Not applicable
Informative	
Please note that additional Public Rights of Way may exist other than those shown on the definitive map.	



OTHER MATTERS			
Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property?			
Land required for Public Purposes			
3.1 Is the property included in land required for public purposes?			
Land to be acquired for Road Works			
3.2 Is the property included in land to be acquired for road works?	3.2	No	
Drainage Matters			
3.3	3.3		
(a) Is the property served by means of a sustainable urban drainage system (SuDS)?		(a)	Information not available, please see Informative
(b) Are there any SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance?		(b)	Information not available, please see Informative
(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?		(c)	Information not available, please see Informative
Informative			
Many Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor in order to establish if the property is served by a Sustainable Urban Drainage System.			



Nea	rby	Road Schemes			
3.4		e property ( or will it be ) within 200 metres of of the following:-	3.4		
	(a)	the centre line of a new trunk road or special road specified in any order, draft order or scheme;		(a)	No
	(b)	the centre line of a proposed alteration or improvement to an existing road, involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway;		(b)	No
	(C)	the outer limits of construction works for a proposed alteration or improvement to an existing road, involving (i) the construction of a roundabout (other than a mini roundabout) or (ii) widening by the construction of one or more additional traffic lanes;		(C)	No
	(d)	the outer limits of: (i) construction of an new road to be built by local authority; (ii) an approved alteration or improvement to an existing road involving the construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway:- or (iii) construction a roundabout (other than a mini roundabout) or widening by the construction of one or more additional traffic lanes;		(d)	No
	(e)	the centre line of the possible route of a new road under proposals published for public consultation; or;		(e)	No
	(f)	the outer limits of: (i) construction of a proposed alteration or improvement to an existing road involving the 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 the construction of one or more additional traffic lanes, under proposals published for public consultation		(f)	No
<u>Infor</u>					
Where the property sits near to the Local Authority					
		y, enquirers are advised to seek further on from the neighbouring Local Authority.			



Nearby Railway Schemes			
3.5	3.5		
<ul> <li>(a) Is the property (or will it be) within 200 metres of the centre line of a proposed railway, tramway, light railway or monorail?</li> </ul>		(a)	No
(b) Are there any proposals for a railway, tramway, light railway or monorail within the local authority's boundary?		(b)	Yes, proposed declarable improvement scheme, number 37535 which is not in the Councils Capital Highway Programme and is therefore not scheduled for implementation is within the Local Authority's boundary. This statement does not preclude the Council from exercising its right to review the programme should the need arise. The scheme lies in Bradford City Centre For further information, please contact Highways on 01274 433707
Informative This answer includes all proposals within the Local Authority boundary. This answer may differ from a Council Search as some Local Authorities may not include all proposals.			
Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.			





Traffic Schemes						
<ul> <li>Traffic Schemes</li> <li>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 the application for this search and are within 200m of the boundaries of the property? <ul> <li>(a) permanent stopping up or diversion;</li> <li>(b) waiting or loading restrictions;</li> </ul> </li> <li>(c) one way driving;</li> <li>(d) prohibition of driving;</li> <li>(e) pedestrianisation;</li> <li>(f) vehicle width or weight restriction;</li> <li>(g) traffic calming works including road humps;</li> <li>(h) residential parking controls;</li> <li>(i) minor road widening or improvement;</li> <li>(j) pedestrian crossings;</li> <li>(k) cycle tracks;</li> <li>(l) bridge building?</li> </ul> <li>Informative <ul> <li>(1) In some circumstances, road closure can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the Local Authority</li> <li>(2) This enquiry is designed to reveal matters that are yet to be implemented and could therefore not be ascertained by a visual inspection. Schemes that have been, or are currently implemented will not be referred to in answer to this enquiry.</li> <li>(3) Where the property sits near to the Local Authority boundary, enquirers are advised to seek further information from the neighbouring Local Authority.</li> </ul> </li>	<ul> <li>(a) No</li> <li>(b) No waiting at any time and other waiting restrictions on Leylands Lane</li> <li>(c) No</li> <li>(d) No</li> <li>(e) No</li> <li>(f) No</li> <li>(g) No</li> <li>(h) No</li> <li>(i) No</li> <li>(j) No</li> <li>(k) No</li> <li>(l) No</li> </ul>					
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 form? (a) building works;	3.7 (a) No					
<ul> <li>(b) environment;</li> <li>(c) health and safety;</li> <li>(d) housing;</li> <li>(e) highways; or</li> </ul>	<ul> <li>(b) No</li> <li>(c) No</li> <li>(d) No</li> <li>(e) No</li> </ul>					
<ul><li>(f) public health; or</li><li>(g) flood and coastal erosion risk management?</li></ul>	(f) No (g) No					



Con	travention of Building Regulations		
3.8	Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in Building Regulations?	3.8 No	
	ces, Orders, Directions and Proceedings under nning Acts		
3.9	Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:	3.9	
	(a) an enforcement notice;	. ,	No
	(b) a stop notice;	(b)	No
	<ul><li>(c) a listed building enforcement notice;</li></ul>	( )	No
	(d) a breach of condition notice;	· · ·	No
	(e) a planning contravention notice;	( )	No
	<ul><li>(f) another notice relating to breach of planning control;</li></ul>	(f)	No
	(g) a listed building repairs notice;	(g)	No
	<ul> <li>(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation;</li> </ul>	(h)	No
	(i) a building preservation notice;	(i)	No
	(j) a direction restricting permitted development;	(j)	No
	<ul> <li>(k) an order revoking or modifying planning permission;</li> </ul>	(k)	No
	<ul> <li>(I) an order requiring discontinuance of use or alteration or removal of building or works;</li> </ul>	(I)	No
	(m) a tree preservation order; or	(m)	No
	<ul><li>(n) proceedings to enforce a planning agreement or planning contribution?</li></ul>	(n)	No



3.10						
<ul> <li>(a) The Bradford District Community Infrastructure Levy Charging Schedule was formally approved on 21.03.2017 and implemented on 01.07.2017. For further information please e-mail: cil@bradford.gov.uk</li> </ul>						
(i) No						
(ii) No						
(iii) No						
(iv) No						
(v) No						
(vi) No						
(c) No (d) No						
(e) No						
y (f) No						
(g) No (h) No						
Conservation Area						
3.11						
(a) No						
(b) No						
Compulsory Purchase						
3.12 No						



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):	3.13
<ul> <li>(a) a contaminated land notice;</li> <li>(b) in relation to a register maintained under (b) section 78R of the Environmental Protection Act 1990:</li> </ul>	(a) No (b)
(i) a decision to make an entry; or	(i) No
(ii) an entry; or	(ii) No
(c) consultation with the owner or occupier of the property conducted under section 78G (3) of the Environmental Protection Act 1990 before the service of a remediation notice?	(c) No
Informative A negative reply does not imply that the property or any adjoining or adjacent land is free from contamination or from the risk of it, and the reply may not disclose steps taken by another council in whose area adjacent or adjoining land is situated.	
Radon Gas	
3.14 Do records indicate that the property is in a "Radon Affected Area" as identified by the Public Health England or Public Health Wales?	3.14 Yes Data
	Source: UK Radon
Informative	
This does not necessarily indicate the presence of Radon Gas in any particular property in this area. Radon is a natural radioactive gas which has no taste, smell or colour and usually occurs at levels which pose negligible risk. For more information please visit www.ukradon.org	



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





# Information for Buyers

This section is a guide to the content of the local authority search result. It should be read in association with the main report. This information should not be considered as legal advice and you should check with your conveyancer and/or surveyor if you have any concerns about the search results.

If you would like to know more about the issues raised, there is a wealth of information available using the keyword search facilities at www.gov.uk

# Local Land Charge Entries

The Property is subject to Local Land Charge Entries

## What is a Local Land Charge?

Local Land Charges are generally any financial charges (which usually relate to work carried out on the property or land by the Local Authority or an appointed/approved body), or certain restrictions or prohibitions on the use of the property or land. They affect whoever owns the land and will be binding and enforceable against the new owner.

Common types of Local Land Charges include, but are not limited to:

- planning permissions
- listed buildings
- conservation areas
- tree preservation orders
- improvement and renovation grants

Your conveyancer will provide further advice.



# Planning

This report reveals no planning entries since 1 August 1977.

## When do I need planning permission?

You will probably need Planning Permission to build something new or make changes to your building, for example building an extension or changing the use of the building. Some building projects do not require Planning Permission; this is known as Permitted Development Rights. Please let your Conveyancer and your Surveyor know if you are aware of any other alterations which do not appear on this list. Permission may not have been required, but your Conveyancer will advise you if there are any concerns.

Do not approach the Council direct without first speaking with your Conveyancer, as it could limit your options.

# What about planning applications for nearby properties?

Please note that this report does not consider planning applications or permissions relating to other properties nearby. You can obtain this information via a Planning report which may also include information about the neighbourhood such as rights of way, local amenities, average house prices and council tax bands, local schools, colleges and performance tables, theft insurance claims and more.


## **Building Regulations**

This report reveals building regulation entries since 1 January 1995.	What does this mean?		
	The report shows Building Regulations entries. Please let your Conveyancer and your Surveyor know if there are any alterations which do not appear to have consent.		
	Do not approach the Council direct without first checking with your Conveyancer, as it will limit your options.		
	Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.		
	What are Building Regulations?		
	Building Regulations apply to building work in England and Wales. They set standards for the design and construction of buildings to ensure the safety and health for people in or about those buildings. They also include requirements to ensure that fuel and power is conserved and facilities are provided for people, including those with disabilities, to access and move around inside buildings. Consent may not have been required but your Conveyancer will advise you if there are any concerns or whether you should consider insurance.		
	Is Building Regulations approval the same as planning permission?		
	Building Regulations approval is a completely separate matter from obtaining planning permission for any proposed work. Similarly, receiving planning permission is not the same as taking action to ensure it complies with the Building Regulations. The responsibility for checking that Buildings Regulations have been met usually falls to a Local Authority Building Inspector.		
Local Area Land Use			



The report reveals the following

Within:

- District Wide Policies Apply
- Urban Areas: Bradford
- Coal Minerals Safeguarding Area, EN13
- Sandstone Minerals
   Safeguarding Area, EN13
- Settlement Boundary: Bradford North West, SP3

Borough wide policies apply:

 City of Bradford Metropolitan District Council Authority Boundary

Please see the following Local Plan attachment

### **Road Maintenance**

### LEYLANDS LANE

Highway maintainable at public expense

### BACK LEYLANDS LANE

• Not highway maintainable at public expense

#### What does this mean?

Land Use Designations indicate the primary use for the area as decided by the Local Authority. If this will affect your intended use of the property, please contact your Conveyancer. Further information about land use can be obtained from the Local Authority shown on the front of this report.

### What is a Development Plan/Local Plan?

Development plans set out the local planning authority's policies and proposals for the development and use of land in their area. The development plan guides and informs on day-to-day decisions as to whether or not planning permission would be granted.

### What does this mean?

If a highway is classed as "highway maintainable at public expense" it will be maintained by the Highways Authority (Local Authority, County Council, Transport for London or Highways England). Some highways will be maintained by the Local Authority Housing Department/Housing Association. If the highway is not maintained by any of the above, then maintenance responsibility usually falls to the owners of the property fronting that part of the road.



## Road, Rail and Traffic Schemes

The report reveals the following

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

No waiting at any time and other waiting restrictions on Leylands Lane

## Community Infrastructure Levy (CIL)

A Community Infrastructure Levy (CIL) Charging Schedule is in force

#### What does this mean?

There are proposed transport schemes near to the land.

#### What is a Community Infrastructure Levy?

A CIL allows the Local Authority to raise funds from developers undertaking new building projects in the area. The money can be used to fund a wide range of infrastructure that is needed as a result of the development. The Local Authority has to adopt a charging schedule that sets out the levy rates. Your conveyancer should check you have no assumed CIL liability.

### Contaminated Land

The report has not revealed any records of contamination held by the Local Authority

### What should I do?

The Local Authority is obliged to identify contaminated land sites and issue 'remediation' or clean up notices to the homeowner or developer of the land. Land is usually contaminated due to past industrial use. However, not all contaminated land has been identified by the Local Authority. It is for this reason that your Conveyancer may have ordered an Environment Report - which is recommended for all properties - or insurance.



## Radon Gas

The property is within a Radon affected area

### What is Radon Gas?

This is a naturally occurring gas which, if allowed to build up to high concentrations in occupied properties, has been linked to an increased risk of lung cancer. If you would like more information, please use the search term 'Radon' at the Public Health for England website - www.hpa.org.uk



## Other Information

#### Search Insurance

As part of our commitment to providing a high quality service and the highest levels of consumer protection, InfoTrack Ltd carries £10 million Professional Indemnity Insurance. This exceeds the £2 million minimum requirement under the Search Code and includes cover for errors and omissions in local authority data and records used to compile our search reports, as well as six years' run-off cover. Providing cover for these risks ensures a complete liability chain.

If you need to make a claim, please contact InfoTrack Ltd in the first instance. If, however, InfoTrack Ltd were to cease trading and there is an error or omission in the local authority data, please contact the insurers directly via:

Chubb European Group SE and CNA Insurance Company Limited 100 Leadenhall Street London EC3A 3BP

#### **Data Sources**

#### **Planning Records**

The planning authority makes planning records readily available from 01 January 1990. InfoTrack Ltd has searched the records going back to 01 August 1977.

#### **Building Control Records**

The local authority makes building control records readily available from 01 January 1995 only. InfoTrack Ltd has searched the records going back to 01 January 1995.

#### Other Data Sources

The information in this report has been compiled from Local Authority (as stated on the front of this report) records via either ordering a Con29, via an Environmental Information Regulation request, or via a physical inspection of the Local Land Charges Register, the Planning Register, Enforcement Notices and other publicly available Notices, Building Control records, Environmental Health Records, Contaminated Land Registers, the Local or Unitary Development Plans, other published Local Plans including Local Development Frameworks (as stated within the report), the Register of Adopted Highways, the Local Authority and / or County Council (as stated within the report) Highway and Traffic schemes website, policies and documents, the Highways Agency website, roadworks.org website and UK Radon data as supplied by UK Radon.

### Next Steps

For more information or to order any of the recommended searches, documents or insurance, please call 0207 186 8090 or visit www.infotrack.co.uk or email helpdesk@infotrack.co.uk

## **Important Consumer Protection Information**

This search has been produced by InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: helpdesk@infotrack.co.uk or visit www.infotrack.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 UK
- 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 Web: www.tpos.co.uk / 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.



## **Internal Complaints Procedure**

InfoTrack Ltd has a formal internal complaints procedure for handling complaints speedily and fairly. If you wish to make a complaint, we will:

- 1. acknowledge your complaint within 5 working days of receipt
- 2. normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- 3. keep you informed by letter, telephone or email, as you prefer, if we need more time
- 4. provide a final response, in writing, at the latest within 40 working days of receipt
- 5. liaise, at your request, with anyone acting formally on your behalf

Complaints should be sent to: InfoTrack Ltd, Level 11, 91 Waterloo Road, London, SE1 8RT (Tel: 0207 186 8090, Email: helpdesk@infotrack.co.uk, www.infotrack.co.uk)

If you are not satisfied with our final response, or if we exceed the above timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs) - Tel: 01722 333306 / Email : admin@tpos.co.uk. We will co-operate with TPOs during an investigation and comply with any decision the Ombudsman makes.

Revised 29 January 2019

## **Terms and Conditions**

#### 1. Definitions

- In these Terms the following words shall have the following meanings:
- 1.1 "Beta Service(s)" means a Service: (i) which we inform you is a Beta Service during the Order process; and (ii) where the technology required to provide such Service is still within its testing and development phase, and access to which is provided by InfoTrack to You on a strictly "at own risk" basis.
- 1.2 "Client" means the seller, buyer, potential buyer or lender in respect of the Property who is the intended recipient of the Report.
- 1.3 "Code" means the Search Code of Practice for Search Compilers and Retailers as updated from time to time.
- 1.4 "Company" means a company registered at Companies House in respect of which InfoTrack has been instructed to provide a Service.
- 1.5 "Consumer" means any person acting for purposes other than their trade, business or profession.
- 1.6 "Intellectual Property Rights<sup>"</sup> means copyright, patent, design right (registered or unregistered), service or trade mark (registered or unregistered), database right, or other data right, moral right or know how or any other intellectual property right.
- 1.7 "Data Protection Legislation" means the Data Protection Act 2018, The General Data Protection Regulation (EU) 2016/679, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 2.4 (SI 2426/2003) and all applicable Regulations relating to the processing of personal data and privacy (and any successor legislation, including without limitation, the General Data Protection Regulation), including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority and the equivalent of any of the foregoing in any relevant jurisdiction.
- 1.8 "Literature" means InfoTrack's brochures, price lists and advertisements in any type of media, including the content of the Website.
- 1.9 "Order" means the request for Services by You.
- 1.10 "Privacy Policy" means our Privacy Policy located on our Website and relevant Privacy Notices as applicable to the Services.
- 1.11 "Property" means an address or location for which InfoTrack provides a Service.
- 1.12 "Reasonable Inspection" means a due and careful review and examination being undertaken by a competent professional. 3.2
- 1.13 "Report" means the report prepared by InfoTrack in respect of the Property or the Order.
- 1.14 "Service(s)" means the supply of services by InfoTrack to You including but not limited to a Report, property searches, reports and photographs, company searches, trade marks and domain name searches and other services from time to time and includes our instructions to a Supplier, on your behalf and the dissemination of the information subsequently provided by the Suppliers.
- 1.15 "Supplier" means any organisation or third party who provides data or information of any form to InfoTrack for the purposes of providing the Services.
- 1.16 "Terms" means these terms and conditions of business.
- 1.17 "VAT" means value added tax under the Value Added Tax Act 1994 and any similar replacement or additional tax.

- 1.18 "Website" means our website located at www.infotrack. co.uk.
- 1.19 "We", "Us", "Our" and "InfoTrack" are references to InfoTrack Limited a company incorporated in England and Wales with registered number 09474590 and whose registered office is situated at 10 John Street, London, WC1N 2EB. VAT number GB214140659.
- 1.20 "You" and "Your" are references to the individual, company, partnership or organisation who accesses the Website or places an Order.

#### 2. Agreement

- 2.1 The agreement between You and InfoTrack shall come into existence when InfoTrack accepts your completed Order by either sending you written confirmation or providing you with the relevant Services ("Agreement"). Please read and check your Order before it is submitted so that any errors can be identified and corrected.
- 2.2 These Terms may be varied from time to time. The Terms in force at the time of the Agreement, in conjunction with any relevant Supplier terms and conditions (where InfoTrack is placing orders for searches as Your agent), shall govern the Agreement to the exclusion of all other terms and conditions. You should print a copy of these Terms for future reference.
- 2.3 By submitting an Order, you shall be deemed to have accepted these Terms and Our Privacy Policy and Terms and Conditions and You agree to be bound by these Terms and that Our Privacy Policy is in effect when You place any Order.
- 2.4 These Terms together with the Literature, Privacy Policy and Order comprise the whole agreement relating to the supply of the Services to You by InfoTrack.
- 2.5 If You are not a Consumer You acknowledge that You have not relied upon any representations save insofar as the same have been expressly incorporated in these Terms and You agree that you shall have no remedy in respect of any misrepresentation (other than fraudulent misrepresentation) which has not become a term of these Terms.
- 2.6 If You are a Consumer then, while We accept responsibility for statements and representations made by Our duly authorised agents, please ensure You ask for any variations from these Terms to be confirmed in writing.

#### 3. Services

- 3.1 InfoTrack shall use reasonable care and skill in providing the Services to You and shall use only established and trusted suppliers where obtaining information or data from third parties in accordance with the Code.
- 3.2 We reserve the right to make any changes to the Services described in our Literature to conform with any applicable statutory requirements or any non-material changes which we reasonably deem appropriate in our sole discretion.
- 3.3 Our Services are provided solely for Your use, or the use of Your Clients on whose behalf You have commissioned the Services, and shall not be used or relied upon by any other party, without Our written consent.
- 3.4 You hereby agree that We will start performing the Services as soon as possible, following the formation of the Agreement, which is likely to be before the end of the seven working day period set out in clause 5.2.2.

#### 4. Price and Payment

- 4.1 The price payable for the Services shall be in pounds sterling inclusive of VAT as set out in the Literature or Order, as applicable.
- 4.2 Payment is due in full from You within 30 days of the date of Our invoice (or as otherwise contracted).
- 4.3 InfoTrack reserves the right to amend its prices from time to 7. time and the Services will be charged at the price applicable 7.1 at the date on which an Order is submitted.
- 4.4 If You fail to pay Our invoice on or before the due date, InfoTrack may charge You interest on the late payment at the prevailing statutory rate pursuant to the Late Payment of Commercial Debts (Interest) Act 1998 until the outstanding payment is made in full.
- 4.5 InfoTrack reserves the right to retain payment for Services where a search result is cancelled or the search result is NIL. Each refund is assessed based on its own merits, at Our discretion and is conditional upon the relevant Supplier refunding the applicable charges.

#### 5. Cancellation of Services

- 5.1 If you are a Consumer, you have a legal right to cancel the Agreement under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, during the period set out in Term 5.3.
- 5.2 This cancellation right does not apply:
  - 5.2.1 in the case of goods made to Your specifications, where these are personalised goods or by reason of their nature cannot be returned; or
  - 5.2.2 where We have started work on the Services with Your agreement (given in Term 3.4).
- 5.3 As a Consumer Your right to cancel the Agreement starts on the date the Agreement is formed. You have fourteen working days to cancel the Agreement. If you cancel the Agreement within this period, and the exceptions set out in Term 2 do not apply, then You will receive a full refund of any price paid by You. The refund will be processed as soon as possible, and in any case within 30 days of the day on which you gave us notice of cancellation. You will not be liable for any further payment to us in respect of the Agreement.
- 5.4 To cancel the Agreement You must contact Us in writing at our registered office address by sending an email to helpdesk@infotrack.co.uk.
- 5.5 Following cancellation of the Agreement (save for cancellation in accordance with Term 5.3) You will remain liable for any costs, expenses and disbursements incurred by Us prior to receiving written notice of cancellation. Such costs, expenses and disbursements shall be invoiced and payable in accordance with Term 4.2.

#### 6. Termination

- 6.1 InfoTrack may suspend or terminate any agreement with You without any liability to You with immediate effect if at any time:
  - 6.1.1 You fail to make any payment due in accordance with Term 4;
  - 6.1.2 If You repeatedly breach or commit or cause to be committed a material breach of these Terms; or
  - 6.1.3 You commit a breach and You fail to remedy the breach within 7 days of receipt of a written notice to do so.

6.2 If an Agreement is terminated under this Term 6 and You have made an advance payment We will refund You a reasonable proportion of the balance as determined by Us having regard to the value of Services already provided to You.

#### 7. Events Beyond Our Control

7.1 We reserve the right without notice or liability to You, to defer the date of performance (by a period equivalent to the period during which the Services could not be performed) or to cancel the provision of the Services or reduce the volume of the Services ordered by You if we are prevented from or delayed in the carrying on of Our business due to circumstances beyond Our reasonable control provided that, if the event in question continues for a continuous period in excess of 60 days, You shall be entitled to give notice in writing to us to terminate the Order.

#### 8. Warranties and Limitation of Liability

- 8.1 Subject to Term 10, Term 11 and Term 12 (as applicable) We provide warranties and accept liability only to the extent stated in this Term 8.
- 8.2 We do not exclude or restrict our liability for death or personal injury caused by our own negligence or any other liability the exclusion of which is expressly prohibited by law.
- 8.3 Unless otherwise indicated on the front page of the Report, We confirm that any individuals within Our business who conducted any searches has not knowingly had any personal or business relationship with any individual involved in the sale of or dealings with the Property.
- 8.4 In providing the Services You acknowledge and accept that:-
  - 8.4.1 InfoTrack's only obligation is to exercise reasonable care and skill in providing the Services in accordance with the Code.
  - 8.4.2 The Services do not include any information relating to the value or worth of the Property or the Company.
  - 8.4.3 InfoTrack cannot warrant or guarantee that the Website or any website linked to or from the Website will be uninterrupted or error free or free of viruses or other harmful components and furthermore InfoTrack cannot warrant the performance of any linked internet service not operated by InfoTrack. Accordingly InfoTrack shall not be liable for any damage or loss whatsoever caused: by any virus, including damage to Your computer equipment, software, data or other property resulting from Your access to, use of or browsing of the Website; or as a result of downloading any material, data, text, images, video or audio from the Website; or by the contents of or Your access to, any website linked to the Website; or for inaccuracies or typographical errors of information or on the Website.
  - 8.4.4 InfoTrack shall use reasonable endeavours to provide the Services within the timescale set out in the Literature.
  - 8.4.5 Any services other than our Services, which are advertised in the Literature are for information only, and We are not responsible for any such services which You may use as a result of our recommendation or otherwise. Any such third party services may be subject to the terms and conditions of the relevant third party service provider.

- 8.5 In connection with the Report You undertake to make a reasonable inspection of any results set out therein to satisfy Yourself that there are no defects or failures. In the event that there is a material defect You will notify Us in writing of such defect as soon as possible after its discovery. 9.4 The Supplier shall fully indemnify InfoTrack against all
- 8.6 Any claim relating to data or information obtained from a Supplier shall in the first instance be made against the Supplier (with such assistance from InfoTrack as may reasonably be required) and only if such a claim cannot be made against the Supplier will You make a claim against InfoTrack.

#### 9. **Supplier's Obligations**

This Term 9 only applies if you are a Supplier For the purposes of this Term 9, the terms "controller". "processor", "processing", "data subject", "personal data", "personal data breach" and "appropriate technical and organisational measures" shall have the meanings given under the Data Protection Act 2018 and the General Data Protection Regulation and any related Data Protection Legislation.

In this Term 9 "Applicable Laws" means (for so long as and to the extent that they apply to InfoTrack) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.

- 9.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the controller and InfoTrack is the processor. Our Privacy Policy sets out the scope, nature and purpose of processing by Us, the duration of the processing and the types of personal data and categories of data subject.
- 9.2 The Supplier warrants that all personal data that it provides to InfoTrack has been lawfully obtained and that the receipt, possession or use of that personal data in accordance with these Terms will not place InfoTrack in breach of any applicable Data Protection Legislation or infringe any third party rights.
- 9.3 The Supplier shall ensure it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them (or otherwise have another valid lawful basis for processing (or transferring) their personal data), in accordance with all applicable Data Protection Legislation and regulations from time to time and (without limitation) the following specific obligations:
  - 9.3.1 the Supplier shall ensure that all data subjects to which any personal data relates have (if so applicable) given their express, valid, informed and freely given consent and, to the transfer of their personal data by the Supplier to InfoTrack and to the processing of their personal data by InfoTrack in respect of the Services or otherwise have another valid lawful basis for processing (or transferring) their personal data):
  - 9.3.2 the Supplier shall ensure that all data subjects to which any personal data relates are provided with a copy of Our Privacy Policy and any relevant Privacy Notices in accordance with all applicable Data Protection Legislation;
  - 9.3.3 the Supplier shall maintain such documentation as is required under the Data Protection Legislation in respect of its obligations as controller of personal data:
  - 9.3.4 the Supplier shall ensure that a data protection officer is designated at all times for the duration of the Agreement; and

- 9.3.5 the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security to protect any personal data.
- losses arising from or incurred by it as a result of the loss, destruction or unauthorised disclosure of or unauthorised access to or use of personal data as a result of the Supplier's failure to comply with the provisions of paragraphs 9.2 and 9.3. of these Terms or the Data Protection Legislation.
- 9.5 InfoTrack shall, in relation to any personal data processed in connection with the performance by InfoTrack of its obligations under the Agreement:
  - 9.5.1 process that personal data only for the purposes of performing its obligations under the Agreement and in accordance with the written instructions given by the Supplier from time to time;
  - 9.5.2 ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, such personal data;
  - 9.5.3 ensure that all personnel who have access to and/ or process personal data are obliged to keep the personal data confidential;
  - 9.5.4 not transfer any personal data outside of the European Economic Area unless it complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data transferred;
  - 9.5.5 assist the Supplier (at the Supplier's cost) in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 9.5.6 notify the Supplier without undue delay on becoming aware of a personal data breach;
  - 9.5.7 maintain complete and accurate records to demonstrate its compliance with this paragraph 9.5;
  - 9.5.8 at the written direction of the Supplier, delete or return personal data and copies thereof to the Supplier as soon as reasonably practicable on termination of the Agreement except for copies that InfoTrack may retain for audit or archiving purposes or unless otherwise required by Applicable Laws to store the personal data; and
  - 9.5.9 subject to paragraph 9.6, not appoint any new third party processors of personal data without providing the Supplier with an opportunity to object to the appointment of each subcontractor.
- 9.6 The Supplier consents to InfoTrack appointing the third party processors as set out in Our Privacy Policy as thirdparty processors of personal data under the Agreement. The Supplier shall ensure that it obtains informed consent from data subjects in respect of the processing of any personal data that is personal to them in accordance with paragraph 9.3, as may be required by such third-party processors.

#### 10. Our Liability if you are a Business

This Term only applies if you are not contracting as a Consumer and is subject to Term 12 below

10.1 We only supply the Reports for use by You and Your Clients, and You agree not to use the Reports for any resale purposes unless You have obtained Our prior written consent.

- 10.2 Nothing in these Terms limits or excludes Our liability for:
  - 10.2.1 Death or personal injury caused by Our negligence;
  - 10.2.2 Fraud or fraudulent misrepresentation;
  - 10.2.3 Breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
  - 10.2.4 Defective products under the Consumer Protection Act 1987.
- 10.3 Subject to Term 10.2, We will under no circumstances whatever be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement for:
  - 10.3.1 Any loss of profits, sales, business or revenue;
  - 10.3.2 Loss or corruption of data, information or software;
  - 10.3.3 Loss of business opportunity;
  - 10.3.4 Loss of anticipated savings;
  - 10.3.5 Loss of goodwill; or
  - 10.3.6 Any indirect or consequential loss.
- 10.4 Subject to Term 10. 2 and Term 10.3, Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed £10 million.

### 11. Our liability if you are a Consumer

This Term 11 only applies if you are a Consumer.

- 11.1 If We fail to comply with these Terms, We are responsible for loss or damage You suffer that is a foreseeable result of Our breach of these Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or if they were contemplated by You and us at the time We entered into the Agreement. Where data is transferred outside of the European Economic Area (subject to our Privacy Policy) then our liability shall be governed by the terms of the provision of services where an agreement approved by the European Commission is utilised.
- 11.2 We only supply the Reports for private use. You agree not to use the Reports for any commercial, business or re-sale purposes, and We have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 11.3 We do not in any way exclude or limit Our liability for:
  - 11.3.1 Death or personal injury caused by Our negligence;
    - 11.3.2 Fraud and fraudulent misrepresentation;
    - 11.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
    - 11.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
    - 11.3.5 Defective products under the Consumer Protection Act 1987.
- 11.4 We have obtained insurance cover in respect of Our own liability for individual claims not exceeding £10 million per claim. Our liability is therefore limited to £10 million in respect of any single claim, event, or series of related claims or events and You are responsible for making your own arrangements for the insurance of any excess loss.

### 12. Beta Services

- 12.1 If You place an Order for Beta Services You acknowledge and accept that: (i) the Beta Services are still within their development and testing phase; and (ii) that accordingly there is a risk that there may be errors or defects in the Beta Services (and any Reports or other outcomes derived from them).
- 12.2 Subject to Term 12.3 below:
  - 12.2.1 We will under no circumstances whatsoever be liable to You (or any other party) for any loss or damage caused as a result of any defects, failures, errors or omissions contained within the Beta Services (and any Reports or other outcomes derived from them);
  - 12.2.2 Without prejudice to the generality of Your obligations under Term 8.5, You must carry out a Reasonable Inspection of the Beta Services (and any Reports or other outcomes derived from them); and
  - 12.2.3 You must satisfy Yourself that the content of the Beta Services (and any Reports or other outcomes derived from them) is correct and accurate.
- 12.3 Nothing in this Term 12 limits or excludes Our liability for:
  - 12.3.1 Death or personal injury caused by Our negligence;
  - 12.3.2 Fraud and fraudulent misrepresentation;
  - 12.3.3 Any breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession);
  - 12.3.4 Any breach of the terms implied by sections 13 to 15 of the Sale of Goods Act 1979 (description, satisfactory quality, fitness for purpose and samples); and
  - 12.3.5 Defective products under the Consumer Protection Act 1987.

#### **13.** Intellectual Property Rights

- 13.1 You acknowledge that all Intellectual Property Rights in the Services are and shall remain owned by either InfoTrack or our Suppliers and nothing in these Terms purports to transfer, assign or grant any rights to You in respect of the Intellectual Property Rights save solely to the extent set out at Term 13.5 below.
- 13.2 You agree that You will procure that Your clients on whose behalf You have commissioned the Services will not, except as permitted herein or by separate agreement with InfoTrack change, amend, remove, alter or modify the Service or any trademark or proprietary marking in the Service.
- 13.3 You agree to indemnify Us and keep us indemnified from and hold us on demand, harmless from and against all costs, claims, demands, actions, proceedings, liabilities, expenses, damages or losses (including without limitation, consequential losses and loss of profit, and all interest and penalties and legal and other professional costs and expenses) arising out of or in connection with a breach of this Term 13.
- 13.4 You agree to indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) arising out of or in connection with any claim for actual or alleged infringement of a third party's Intellectual Property Rights as a result of You including an Ordnance Survey plan within the Order.

- 13.5 To the extent that some part of the Services purchased by You requires or permits You to use any of Our Intellectual Property Rights in Our software or otherwise, We hereby grant to You a licence to use such Intellectual Property Rights solely to the extent required for the purpose of receiving, accessing and using the Services ("Licence") on the following terms:
  - 13.5.1 The Licence is non-exclusive, royalty free and shall not be sub-licensed, assigned or otherwise transferred by You;
  - 13.5.2 The Licence will continue only for so long as it is reasonably required in order for You to receive, access and use the Services; and
  - 13.5.3 We have the right to terminate the Licence at any time at our sole discretion.

#### 14. Insurance

- 14.1 Our insurers are Chubb European Group SE and CNA Insurance Company Limited whose address is 100 Leadenhall Street, London, EC3A 3BP. The level of cover provided by them for our Professional Indemnity Insurance
- 14.2 is £10 million.
   Our Professional Indemnity Insurance includes cover for errors and omissions in local authority and water company

errors and omissions in local authority and water company data and records used to compile our search reports. Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search

14.3 products and services. Should we cease to trade for any reason, prior to that event, we shall execute run-off insurance cover under our Professional Indemnity Insurance for our past search products and services.

#### 15. Complaints

- 15.1 Full details of Our Complaints Procedure are set out on Our
- Website. We will deal with any complaints made by You in accordance with the Complaints Procedure. As per Our Complaints Procedure, should you not be satisfied with our final response or we have exceeded the response timescales pursuant to Our Complaints Procedure, you may refer your complaint to The Property Ombudsman Scheme. The Property Ombudsman Scheme's website is www.tpos.co.uk and email address is admin@tpos.co.uk We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final
- 15.3 decision.We will co-operate fully with The Property Ombudsman Scheme during an investigation and comply with his final decision. Terms and Conditions

#### 16. General

- 16.1 You shall not be entitled to assign the Agreement or any part of it without Our prior written consent.
- 16.2 We may assign the Agreement or any part of it to any person, firm or company provided that such assignment shall not materially affect Your rights under the Agreement. The parties to these Terms do not intend that any term
- 16.3 of Our Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to these Terms or a permitted assignee.
- 16.4 Failure or delay by Us in enforcing or partially enforcing any provision of the Agreement will not be construed as a waiver of any of Our rights under the Agreement.
- 16.5 Any waiver by Us of any breach of, or any default under, any provision of the Agreement by You will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

- 16.6 If any provision or part of a provision is held to be invalid or unenforceable by any court or other body of competent jurisdiction, that provision or part of that provision shall be deemed severable and the other provisions or the remainder of the relevant provision will continue in full force and effect.
- 16.7 Unless otherwise stated in these Terms, all notices from You to InfoTrack or vice versa must be in writing and sent to InfoTrack's registered office address as stipulated in Term 1.19 (or as updated from time to time) or Your address as stipulated in the Order.
- 16.8 In providing the Services and Reports We will comply with the Search Code.
- 16.9 Any personal data which you provide to us will be held in accordance with the Data Protection Act 2018 and other applicable Data Protection Legislation and regulations from time to time (including, without limitation, the General Data Protection Regulation when it is brought into force) and only used in accordance with Our Privacy Policy (details of which are set out on Our Website) and any relevant Privacy Notices. Whilst non-contractual you agree and acknowledge that the terms of the Privacy Policy and any relevant Privacy Notices are in force during the term of this agreement and may be subject to change or variation from time to time.
- 16.10 The Agreement shall be governed by and construed in accordance with English law and shall be subject to the nonexclusive jurisdiction of the Courts of England and Wales. However, if You are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland you may also bring proceedings in Scotland.

## Drainage & Water Search (CON29DW)



### Search Details

Prepared for:LCF ResidentialMatter:BAR957/1Client address:1 St. James Business Park, 1 New Augustus Street, Bradford, BD1 5LL

Property:

9 Leylands Lane, Bradford, BD9 5PX

Water Company: Yorkshire Water Services Ltd PO Box 52, Bradford, BD3 7YD

Date Returned: 28/11/2023

Property type: Residential

This search was compiled by the Water Company above and provided by InfoTrack Ltd - t: 0207 186 8090, e: helpdesk@infotrack.co.uk. This search is subject to terms and conditions issued by InfoTrack which can be viewed at www.infotrack.co.uk or supplied on request. This search is also subject to terms and conditions issued by the Water Company, available on request. InfoTrack are registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit www.propertycodes.org.uk for more information.



InfoTrack UK Limited, Level 11, 91 Waterloo Road, London, SE1 8RT T: 0207 186 8090 E: helpdesk@infotrack.co.uk





Property Date of report Our reference Prepared for Your reference 9, Leylands Lane, Bradford, BD9 5PX 28-Nov-2023 CAS-293058-K3K4W1 InfoTrack InfoTrack



## 🕏 At a glance

> The property is connected for foul and surface water drainage and a mains water supply.

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- It is billed according to a meter.
- No S104 agreement is recorded.
- No build over consultation is recorded.
- > There are sewers within the boundary.







## **Risk Summary Table**

Ques		Status	Answer
1.1	Where relevant, please include a copy of an extract from the public sewer map.	Green	Included
1.2	Where relevant, please include a copy of an extract from the map of waterworks	Green	Included
2.1	Does foul water from the property drain to a public sewer?	Green	Yes
2.2	Does surface water from the property drain to a public sewer?	Green	Yes
2.3	Is a surface water drainage charge payable?	Green	Yes
2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?	Amber	yes
2.4.1	Does the public sewer map indicate any public pumping station or ancilliary apparatus within the boundaries of the property?	Green	No
2.5	Does the public sewer map indicate any public sewer within 30.48 metres (100 feet) of any buildings within the property?	Green	yes
2.5.1	Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?	Green	No
2.6	Are any sewers 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?	Green	No
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?	Green	No
2.8	Is the building, which is or forms part of the property, at risk of internal flooding due to overloaded public sewers?	Green	No
2.9	Please state the distance from the property to the nearest boundary of the nearest sewage treatment works.	Amber	See report
3.1	Is the property connected to mains water supply?	Green	Yes
3.2	Are there any water mains, resource mains or discharge pipes within the boundaries of the property?	Green	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?	Green	No
3.4	Is the property at risk of receiving low water pressure or flow?	Green	No
3.5	What is the classification of the water supply for the property?	Amber	See report
3.6	Please include details of the location of any water meter serving the property.	Green	Internal
4.1.1	Who is responsible for providing the sewerage services for the property?	Green	Yorkshire Water
4.1.2	Who is responsible for providing the water services for the property?	Green	Yorkshire Water
4.2	Who bills the property for sewerage services?	Green	Yorkshire Water
4.3	Who bills the property for water services?	Green	Yorkshire Water
4.4	What is the current basis for charging for sewerage and water services at the property?	Green	Metered
4.5	Will the basis for charging for sewerage and water services at the property change as a consequence of a change of occupation?	Green	No



## **General Provisions**

In response to the enquiry for drainage and water information, this search report was prepared following examination of either the following original records or summary records derived from the original : the Map of Public Sewers, the Map of Waterworks, Water and Sewer Billing Records, Adoption of Public Sewer Records, Building Over Public Sewer Records, the Register of Properties subject to Internal Flooding, the Register of Properties subject to Low Water Pressure and the Drinking Water Register. Should the property not fall entirely within the Yorkshire Water Region, a copy of the records held by the other relevant Water Company was searched.

## Interpretation of Drainage and Water Enquiry

Appendix 1 of this report contains definitions of terms and expressions used in this report.

## **Enquiries and Responses**

This search report was completed by Yorkshire Water Services Limited trading as Safe-Move.

Unless expressly stated otherwise, the copyright and any other intellectual property rights in the search report shall remain the property of Yorkshire Water Limited t/a Safe-Move. No intellectual property rights are transferred or licensed to the Customer, Client or Purchaser, except to the extent expressly provided. The responses given are for the sole purpose of this search report and should not be copied or used in any other document/s.

In the event of any queries about this report, enquires should be directed to Safe-Move whose contact details can be found below.

SafeMove has put in place procedures to ensure that customers receive support in the event of any complaint. Our formal complaints procedure including our address for all correspondence is set out below:

## Safe-Move Complaints Procedure

We aim to provide a high standard of service and to treat you with courtesy and fairness at all times. We welcome any comments you may have and always try to answer queries and resolve complaints quickly and in full.

Safe-Move offers a staged, robust and uniformly efficient complaints process. Formal complaints can be made via the telephone, in writing or via email. We'll investigate your complaint and try to resolve it fully. If your complaint is fair, we'll say sorry and do everything to put things right as soon as possible.

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Our contact details are: Safe-Move PO Box 99 Bradford BD3 7YB

Free phone: 0333 220 6664 Email: safemove@yorkshirewater.com If you have a query or issue regarding either the provision or the content of our CON29DW Drainage and Water search, you should contact us in the first instance.

If you raised a complaint you can expect the following as a minimum standard from us:

- We will listen to your complaint and do our best to resolve it immediately.
- If we cannot resolve it at the time, we will record the details of your complaint and we will investigate and contact you within 5 working days. We will confirm our response in writing if you request it.
- If we fail to provide you with a response within 5 working days will pay you £50.00 regardless of the outcome of your complaint.
- On occasions your complaint may require more detailed investigation. In these instances we will keep you informed of our progress and update you with new timescales if necessary.
- If you want to liaise with a third party on your behalf, just let us know.

If we consider the complaint to be justified, you can expect the following from us:

- We will provide you with a revised search and undertake action within our control to put things right in line with the products terms and conditions.
- You will be kept informed of any actions required.
- Once you have our response, If you are still not satisfied with the outcome, or the way we've handled it, you can ask for the issue to be reviewed. If this is the case you should write to us without delay, explaining why you remain dissatisfied and what action you would like us to take. The review will be independent of the original investigations and may overturn the previous decision if appropriate.
- We'll let you know the outcome of your review, in writing, within 10 working days.
- If we cannot resolve your complaint or you remain dissatisfied with the output of the review you can
  refer the Issue to The Property Ombudsman Scheme (TPOs). You can obtain further information by
  visiting www.tpos.co.uk or email admin@tpos.co.uk In addition to TPO redress scheme covering
  consumers, TPO will also provide redress to small businesses (including Charities and Trusts) that
  meet the following criteria:
  - a small business (or group of companies) with an annual turnover of less than £3 million;
  - a charity with an annual income of less than £3 million;

- a Trust with a net asset value of less than £3 million.

The Property Ombudsman's limit for compensation is £25,000







## I Maps

Question 1.1	Where relevant, please include a copy of an extract from the public sewer map.	
Answer	A copy of an extract from the public sewer map is included in which the location of the property is identified.	
Question 1.2	Where relevant, please include a copy of an extract from the map of waterworks	
Answer	A copy of an extract from the map of waterworks is included in which the location of the property is identified.	
	<ol> <li>Assets other than vested water mains may be shown on the plan, for information only.</li> <li>Water Undertakers are not responsible for private supply pipes connecting the property to the public water main and do not hold details of these.</li> </ol>	

3. The extract of the public water main record will show known public water mains in the vicinity of the property. It should be possible to estimate the likely length and route of any private water supply pipe connecting the property to the public water network.











## Drainage

Question 2.1	Does foul water from the property drain to a public sewer?		
Answer	Records indicate that foul water from the property drains to a public sewer.		
Question 2.2	Does surface water from the property drain to a public sewer?		
Answer	Records indicate that surface water from the property does drain to a public sewer.		
Question 2.3	Is a surface water drainage charge payable?		
Answer	Records confirm that a surface water drainage charge is payable for the property at £54.89 for the current financial year.		
	<ol> <li>Where surface water charges are payable but after inspection surface water does not drain to the public sewerage system, application can be made to the Company to review the charging situation.</li> <li>It should be noted that surface water drainage charges increase annually with effect from the 1st April.</li> </ol>		
Question 2.4	Does the public sewer map indicate any public sewer, disposal main or lateral drain within the boundaries of the property?		
Answer	The public sewer map included indicates that there is a public sewer, disposal main or lateral drain within the boundaries of the property. However, from the 1st October 2011there may be additional public sewers, disposal mains or lateral drains which are not recorded on the public sewer map but which may further prevent or restrict development of the property. Illustrations of typical sewer routes for the most common property types and Yorkshire Water's assessment criteria for building over, or close to, 6		

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a public sewer are contained within Appendix 2. If any development work is being undertaken within the boundary of the property close to our assets, please contact Developer Services at Yorkshire Water on 0345 120 84 82 for further information.

1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011.

## Question 2.4.1 Does the public sewer map indicate any public pumping station or ancilliary apparatus within the boundaries of the property?

- Answer The public sewer map indicates that there is no public pumping station within the boundaries of the property. Any ancillary apparatus is shown on the public sewer map and referenced on the legend.
  - 1. Pumping stations installed before 1st July 2011 were transferred into the ownership of Yorkshire Water on 1st October 2016. Pumping stations installed after 1st July 2011 will remain the responsibility of the householder unless they are the subject of an adoption agreement.

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

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

- 1. As from 1st October 2011 ownership of private sewers and lateral drains changed in accordance with the Water Industry (Schemes for Adoption of Private Sewers) Regulations 2011 consequently 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.
- 2. The presence of a public sewer within 30.48 metres (100 feet) of the building(s) within the property can result in the Local Authority requiring a property to be connected to the





public sewer.

# Question 2.5.1 Does the public sewer map indicate any public pumping station or any other ancillary apparatus within 50 metres (164.04 feet) of any buildings within the property?

## Answer The public sewer map included indicates that there is no public pumping station within 50 metres (164.04 feet) of any buildings within the property. Any other ancillary apparatus is shown on the public sewer map and referenced on the legend.

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

## Answer Records confirm that sewers serving the development, of which the property forms part, are not the subject of an existing adoption agreement or an application for such an agreement.

### Question 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?

#### Answer There are no 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. However, the sewerage undertaker might not be aware of a building or extension on the property over or in the vicinity of a public sewer, disposal main or drain.

# 1. As from 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.

### 2. Prior to 1997 Yorkshire Water had sewerage arrangements with the Local Authorities as a result of which there may have been consultations which Yorkshire Water are not aware of. Since 1st April 2002 building over or near to a public sewer has been controlled by Requirement H4 of The Building Regulations 2000 but Yorkshire Water only acts as





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www.safe-move.co.uk safemove@yorkshirewater.com 0333 220 6664









(£) Charging

a consultee and final approval remains with the Building Inspectorate. Any consultations recorded by Yorkshire Water are limited to the last ten years.

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

Answer

The property is not recorded as being at risk of internal flooding due to overloaded public sewers. From the 1st October 2011 private sewers, disposal mains and lateral drains were transferred into public ownership It is therefore possible that a property may be at risk of internal flooding due to an overloaded public sewer which the sewerage undertaker is not aware of. For further information it is recommended that enquiries are made of the vendor.

- 1. A sewer is "overloaded" when the flow from a storm is unable to pass through it due to a permanent problem (e.g. flat gradient, small diameter). Flooding as a result of temporary problems such as blockages, siltation, collapses and equipment or operational failures are excluded.
- "Internal flooding" from public sewers is defined as flooding which enters a building or passes below a suspended floor. For reporting purposes buildings are restricted to those normally occupied and used for residential, public, commercial, business or industrial purposes.
- 3. At risk properties are defined as those that have suffered or are likely to suffer internal flooding from public foul, combined or surface water sewers due to overloading of the sewerage system more frequently than the relevant reference period (either once or twice in ten years) as determined by the Sewerage Undertaker's reporting procedure.
- 4. Flooding as a result of storm events proven to be exceptional and beyond the reference period of one in ten years are not included on the At Risk register.
- 5. Properties may be at risk of flooding but not included on the Register where flooding incidents have not been reported to the Sewerage Undertaker.
- 6. It should be noted that flooding can occur from private sewers and drains which are not the responsibility of the Sewerage Undertaker. This report excludes flooding from private sewers and drains and the Sewerage Undertaker makes no comment upon this matter.



been identified.





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

## Answer The map of waterworks does not indicate any public water mains, resource mains or discharge pipes within the boundaries of the property.

# Question 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?

## Answer Records confirm that water mains or service pipes serving the property are not the subject of an existing adoption agreement or an application for such an agreement.

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

## Answer Records confirm that the property is not recorded on a register kept by the water undertaker as being at risk of receiving low water pressure or flow.

 It should be noted that low water pressure can occur from private supply pipes (the pipework from the external stop cock to the property) or internal plumbing which are not the responsibility of the Water Undertaker. This report excludes low water pressure from private supply pipes and internal plumbing and the Water Undertaker makes no comment upon this matter.





Answer









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

The water supplied to the property is classified as being moderately soft water, which is river/reservoir derived and has an average water hardness of 36.0375mg/l calcium and magnesium. As we have a grid system in place whereby, we can move water around the Yorkshire region as required, occasionally the hardness of your water may vary. Hardness reacts chemically with soap and is a measure of the concentration of calcium and magnesium salts in the water. The higher the hardness, the more soap is required to form a lather. Yorkshire Water does not artificially soften or harden any of its supplies Water hardness can be expressed in various indices for example the hardness settings for dishwashers are commonly expressed in Clark's degrees, but check with the manufacturer as there are also other units.

Hardness category	Calcium (mg/l)	Calcium carbonate (mg/l)	English Clarke degrees	French degrees	General/ German degrees
Soft	0 to 20	0 to 50	0 to 3.5	0 to 5	0 to 2.8
Moderately soft	21 to 40	51 to 100	3.6 to 7	6 to 10	2.9 to 5.6
Slightly hard	41 to 60	101 to 150	8 to 10.5	11 to 15	5.7 to 8.4
Moderately hard	61 to 80	151 to 200	10.6 to 14	16 to 20	8.5 to 11.2
Hard	81 to 120	201 to 300	15 to 21	21 to 30	11.3 to 16.8
Very hard	Over 120	Over 300	Over 21	Over 30	Over 16.8

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

Answer Records indicate that the property is served by a water meter which is located within the dwelling house which is or forms part of the property, and in particular is located internally to the property.













## Charging

### Ouestion 4.1.1 Who is responsible for providing the sewerage services for the property? Yorkshire Water Services Limited, Western House, Halifax Road, Answer Bradford BD6 2SZ is/will be responsible for providing the sewerage services for the property/site. If the property is not connected then Yorkshire Water are still responsible for providing sewerage services in this area. Ouestion 4.1.2 Who is responsible for providing the water services for the property? Yorkshire Water Services Limited, Western House, Halifax Road, Answer Bradford BD6 2SZ is/will be responsible for providing the water services for the property/site.

### Question 4.2 Who bills the property for sewerage services?

## Answer The property is billed for sewerage services by: Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD 08451242424 www.yorkshirewater.com

Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

### Question 4.3 Who bills the property for water services?

Answer The property is billed for water services by: Yorkshire Water Services Ltd., PO Box 52, Bradford BD3 7YD 08451242424 www.yorkshirewater.com. Don't forget to let us know when you've moved. Go on-line at www.yorkshirewater.com/moving - it's quick and easy!

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





Home	Maps	Drainage	<b>W</b> ater	<b>ل</b> َّے) Charging
Answer	The charges are base through a water mete	ed on actual volumes o er ("metered supply").	of water measured	
	1. Water and Sewerage Companies full charges are set out in their Water and Sewerage Com charges schemes which are available from the Company free of charge upon request.			
Question 4.5			rage and water a consequence of	a
Answer	There will be no change in the current charging arrangements as a consequence of a change of occupation.			
	expected if the event of any do	re is no change in use	ne charging basis is no of the property. In the e company responsibl questions 4.2 and 4.3.	

## Appendix 1

## **General Interpretation**

(1) In this Schedule—

"the 1991 Act" means the Water Industry Act 1991(a);

"the 2000 Regulations" means the Water Supply (Water Quality) Regulations 2000(b);

"the 2001 Regulations" means the Water Supply (Water Quality) Regulations 2001(c);

"adoption agreement" means an agreement made or to be made under Section 51A(1) or 104(1) of the 1991 Act (d);

"bond" means a surety granted by a developer who is a party to an adoption agreement; "bond waiver" means an agreement with a developer for the provision of a form of financial security as a substitute for a bond;

"calendar year" means the twelve months ending with 31st December;

"discharge pipe" means a pipe from which discharges are made or are to be made under Section 165(1) of the 1991 Act;

"disposal main" means (subject to Section 219(2) of the 1991 Act) any outfall pipe or other pipe which—

(a) is a pipe for the conveyance of effluent to or from any sewage disposal works, whether of a sewerage undertaker or of any other person; and

(b) is not a public sewer;

"drain" means (subject to Section 219(2) of the 1991 Act) a drain used for the drainage of one building or any buildings or yards appurtenant to buildings within the same curtilage; "effluent" means any liquid, including particles of matter and other substances in suspension in the

liauid:

"financial year" means the twelve months ending with 31st March;

"lateral drain" means—

(a) that part of a drain which runs from the curtilage of a building (or buildings or yards within the same curtilage) to the sewer with which the drain communicates or is to communicate; or (b) (if different and the context so requires) the part of a drain identified in a declaration of vesting made under Section 102 of the 1991 Act or in an agreement made under section 104 of that Act (e); "licensed water supplier" means a company which is the holder for the time being of a water supply licence under Section 17A(1) of the 1991 Act(f);

"maintenance period" means the period so specified in an adoption agreement as a period of time—

(a) from the date of issue of a certificate by a sewerage undertaker to the effect that a developer has built (or substantially built) a private sewer or lateral drain to that undertaker's satisfaction; and (b) until the date that private sewer or lateral drain is vested in the sewerage undertaker;

"map of waterworks" means the map made available under section 198(3) of the 1991 Act (g) in relation to the information specified in subsection (1A);

"private sewer" means a pipe or pipes which drain foul or surface water, or both, from premises, and are not vested in a sewerage undertaker;

"public sewer" means, subject to Section 106(1A) of the 1991 Act(h), a sewer for the time being vested in a sewerage undertaker in its capacity as such, whether vested in that undertaker—(a) by virtue of a scheme under Schedule 2 to the Water Act 1989(i);

(b) by virtue of a scheme under Schedule 2 to the 1991 Act (j);

(c) under Section 179 of the 1991 Act (k); or

(d) otherwise;

"public sewer map" means the map made available under Section 199(5) of the 1991 Act (I); "resource main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a trunk main, which is or is to be used for the purpose of -

which is or is to be used for the purpose of-

(a) conveying water from one source of supply to another, from a source of supply to a regulating reservoir or from a regulating reservoir to a source of supply; or

(b) giving or taking a supply of water in bulk;

"sewerage services" includes the collection and disposal of foul and surface water and any other services which are required to be provided by a sewerage undertaker for the purpose of carrying out its functions;

"Sewerage Undertaker" means the Company appointed to be the sewerage undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated;

"surface water" includes water from roofs and other impermeable surfaces within the curtilage of the property;

"water main" means (subject to Section 219(2) of the 1991 Act) any pipe, not being a pipe for the time being vested in a person other than the water undertaker, which is used or to be used by a water undertaker or licensed water supplier for the purpose of making a general supply of water available to customers or potential customers of the undertaker or supplier, as distinct from for the purpose of providing a supply to particular customers;

"water meter" means any apparatus for measuring or showing the volume of water supplied to, or of effluent discharged from any premises;

"water supplier" means the Company supplying water in the water supply zone, whether a water undertaker or licensed water supplier;

"water supply zone" means the names and areas designated by a water undertaker within its area of supply that are to be its water supply zones for that year; and

"Water Undertaker" means the Company appointed to be the water undertaker under Section 6(1) of the 1991 Act for the area in which the property is or will be situated.

(2) In this Schedule, references to a pipe, including references to a main, a drain or a sewer, shall include references to a tunnel or conduit which serves or is to serve as the pipe in question and to any accessories for the pipe.

(a) 1991 c. 56.

(b) S.I. 2000/3184. These Regulations apply in relation to England.

(c) S.I. 2001/3911. These Regulations apply in relation to Wales.

(d) Section 51A was inserted by Section 92(2) of the Water Act 2003 (c. 37). Section 104(1) was amended by Section 96(4) of that Act.

(e) Various amendments have been made to Sections 102 and 104 by section 96 of the Water Act 2003.

(f) Inserted by Section 56 of and Schedule 4 to the Water Act 2003.

(g) Subsection (1A) was inserted by Section 92(5) of the Water Act 2003.

(h) Section 106(1A) was inserted by Section 99 of the Water Act 2003.

(i) 1989 c. 15.

(k) To which there are various amendments made by Section 101(1) of and Schedule 8 to the Water Act 2003.

(I) Section 199 was amended by Section 97(1) and (8) of the Water Act 2003.

## Appendix 2

Sewer Routes - For Properties connected to the public sewerage system before 1st July 2011, the following are typical scenarios from 1st October 2011.



In this example, the private drain in the righthand property, is the responsibility of the homeowner until it reaches the neighbour's boundary where it becomes the responsibility of Yorkshire Water. The left-hand property, therefore, has a private drain and a Yorkshire Water maintained sewer within its' boundary. Note, this scenario is reversed when the direction of flow is the opposite way.



In this example, the private drain in the righthand property, is the responsibility of the homeowner until it reaches the neighbour's boundary where it becomes the responsibility of Yorkshire Water. The left-hand property, therefore, has a private drain and a Yorkshire Water maintained sewer within its' boundary. Note, this scenario is reversed when the direction of flow is the opposite way.





Detached properties, generally, drain on their own and, therefore, any pipework within the boundary is the responsibility of the homeowner. This may not be the case with modern detached properties built as part of a new development where drainage arrangements should be verified if necessary.



The boundary of the flat will, generally, just be the four walls of the property and, therefore, any pipework will be the responsibility of the homeowner. The sewer leading up to the pavement will also be the joint responsibility of all the homeowners until it reaches the pavement.

## Sewer Routes - For Properties connected to the public sewerage system after 1st July 2011, the following are the typical scenarios from the 1st October 2011.



All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.



All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.



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All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.



All the pipework is the responsibility of the homeowners until it reaches the sewer in the highway.

### **Build-Over Guidelines**

Please be aware that since the 1st of October 2011 there are public sewers in existence that are not shown on the public sewer map. The actual position of all public sewers should be verified on site by the developer.

Assessment questions for applying the criteria set out in Part H4 of the Building Regulations(2010)	IF YES TO ANY YW OBJECT
Is the proposed building footprint understood to be within 3 metres of a public sewer that is greater than 225mm diameter and or greater than 3m in depth?	NO (If YES see 1 below)
Is the proposed building footprint understood to be over a public sewer access point? (A public sewer access point is a manhole, inspection chamber, gully or rodding point that is on a public sewer)	NO (If YES see 2 below)
Is the proposed building footprint understood to be over more than 8 metres of a public sewer?	NO (If YES see 3 below)
Are the proposed building foundations exerting additional loading upon a public sewer?	NO (If YES see 4 below)



- If public sewers greater than 225mm diameter and or greater than 3m in depth exist on site, no building should be permitted within at least 3 meters of them. Should this be the case, the applicant has the option to revise the building proposal or request a formal public sewer diversion agreement from Yorkshire Water.
- 2) Public sewers should remain accessible for rodding and jetting from access points, but these should not be within the proposed building footprint. If there are existing public sewer access points within the proposed building footprint the applicant has the option to move the building proposal or remove/relocate the access points. For such minor public sewer alterations, Form "H4S185" should be completed and returned with a plan showing the pipes and access points to be relocated or removed.
- 3) If a public sewer is in good condition, is 225mm in diameter or less and is less than 3 metres in depth, it may be built over if the applicant ensures that it is not unduly loaded upon by the building foundations. The foundations should be taken below the public sewer or, where this is not possible, designed to pose no additional loading detriment to the sewer.

Yorkshire Water require notice to be provided by the applicant of any proposed new direct connections to a public sewer. S106 Sewer connection forms and guidance notes are available to download from our website at www.yorkshirewater.com. Applications are not required for connections to private drains.

## **CON29DW Drainage & Water Terms and Conditions**

Customers and Clients are asked to note these terms which govern the basis on which this drainage and water search is supplied.

## 1. Definition

- 1.1. Client means the person, company or body who is the intended recipient of the Report with an actual or potential interest in the Property;
- 1.2. Customer means the person, company, firm or other legal body placing the Order, either on their own behalf as the Client, or, as an agent for a Client;
- 1.3. Order means any request completed by the Customer requesting the Report;
- 1.4. Property means the address or location supplied by the Customer in the Order;
- 1.5. Report means the drainage and/or water report prepared by SafeMove in respect of the Property; and
- 1.6. SafeMove means Yorkshire Water Services Limited (company number O2366682) trading as "SafeMove".

## 2. Agreement

- 2.1. SafeMove agrees to supply the Report to the Customer and to allow it to be provided to the Client subject, in each case, to these terms. The scope and limitations of the Report are described in clause 2. The Customer shall be responsible for bringing these terms to the attention of the Client as necessary.
- 2.2. The Customer and the Client agree that the placing of an Order for a Report and the subsequent provision of a copy of the Report to the Purchased indicates their acceptance of these terms.

## 3. The Report

- 3.1. The Report is produced only for use in relation to individual domestic property transactions and cannot be used for commercial development of domestic properties of commercial properties for intended occupation by third parties.
- 3.2. Whilst SafeMove will use reasonable care and skill in producing the Report, the Report is provided to the Customer or the Client on the basis that they acknowledge and agree to the following:
  - 3.2.1. The information contained in the Report can change on a regular basis so SafeMove cannot be responsible to the Customer the Client and the Purchaser for any change in the information contained in the Report after the date on which the Report was first produced and sent to the Customer.
  - 3.2.2. The Report does not give details about the actual state or condition of the Property nor should it be used or taken to indicate or exclude actual suitability or unsuitability of the Property for any particular purpose, or relied upon for determining saleability or value, or used as a substitute for any physical investigation or inspection. Further advice and

information from appropriate experts and professionals should always be obtained.

- 3.2.3. The information contained in the Report is based upon the accuracy of the address supplied by the Client when placing the order.
- 3.3. The Report may contain opinions of general advice to the Customer and/or the Client and SafeMove cannot ensure that any such opinion or general advice is accurate, complete or valid and accepts no liability therefore.
- 3.4. The position and depth of apparatus shown on any maps attached to the Report are approximate, and are furnished as a general guide only, and no warranty as to its correctness is given or implied. The exact positions and depths should be obtained by excavation trial holes and the maps must not be relied on in the event of excavation or other works made in the vicinity of The Company's apparatus.

## 4. Liability

- 4.1. SafeMove shall not be liable to the Customer and/or the Client for any failure defect or nonperformance of its obligations arising from any failure caused by circumstances beyond the reasonable control of SafeMove.
- 4.2. The Report is produced for use as defined in clause 2. If used for any other purpose SafeMove shall have no liability for any loss suffered. When the Report is used for the purpose described in clause 2, SafeMove's entire liability in respect of all losses arising by reason of or in connection with the Report (whether for breach of contract, negligence or any other tort, under statute or statutory duty or otherwise at all) shall be limited to £10,000,000 ten million pounds).
- 4.3. No claim shall be made for breach of this Agreement after six years from the date of provision of the Report.
- 4.4. Notwithstanding any other provision of this Agreement, nothing in this Agreement shall limit or exclude the liability of either Party in respect of:
  - 4.4.1. death of personal injury resulting from negligence
  - 4.4.2. fraud or fraudulent misrepresentation; or:
  - 4.4.3. any other losses which cannot be excluded by law:

## 5. Copyright and Confidentiality

- 5.1. The Customer and the Client acknowledge that the Report is confidential and is intended for the personal use of the Client. The copyright and any other intellectual property rights in the Report shall remain the property of SafeMove. No intellectual or other property rights are transferred or licensed to the Customer the Client or the Purchaser except to the extent expressly provided.
- 5.2. The Customer or Client is entitled to make copies of the Report but may only copy Ordnance Survey mapping or data contained in or attached to the Report, if they have an appropriate licence from the originating source of that mapping or data.
- 5.3. The Customer and the Client agree (in respect of both the original and any copies made) to respect and not to after any trademark, copyright notice or other property marking which appears on the Report.



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- 5.4. The maps contained in the Report are protected by Crown Copyright and must not be used for any purpose outside the context of the Report.
- 5.5. The customer and the Client agree to indemnify SafeMove against any losses, costs, claims and damage suffered by SafeMove as a result of any breach by either of them of the terms of paragraphs 5.1 to 5.4 inclusive.
- 5.6. The enquiries contained in the Report are protected by copyright owned by the Law Society of 113 Chancery Lane, London UC2A 1PL and must not be used for any purpose outside the context of the Report.
- 5.7. We are a member of the Drainage and Water Searches Network (DWSN), a membership organisation for companies who are responsible for compiling full and complete responses to the Law Society's CON29DW Residential and CON29DW Commercial products. For more information please visit <u>www.dwsn.org.uk.</u> The DWSN Standards we comply with are: -
  - Promotion of best practice and quality.
  - Maintain adequate insurance.
  - Display the appropriate logos to signify high standards.
  - Respond to complaints in a timely fashion and provide an appropriate escalation procedure
  - o Comply with all applicable UK legislation, regulations and industry standards.
  - Act in a professional and honest manner and provide a service with due care and skill.



DRAINAGE + WATER SEARCHES NETWORK

The Property Ombudsman scheme (TPOs)

If we cannot resolve your complaint or have failed to comply with the complaints procedure, you may refer your complaint under The Property Ombudsman scheme (TPOs). The Ombudsman can award compensation of up to £25,000 to you if the Ombudsman finds that you or your client has suffered actual financial loss, distress or inconvenience. In addition to the TPO redress scheme covering consumers, TPO will also provide redress for small businesses (including Charities and Trusts) that meet the following criteria:-

- o a small business (or group of companies) with an annual turnover of less than £3 million.
- a charity with an annual income of less than £3 million.
- o a Trust with a net asset value of less than £3 million.

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





## 6. Payment

6.1. Unless otherwise stated all prices are inclusive of VAT. The Customer shall pay for the price of the Report specified by SafeMove, without any set off, deduction or counterclaim. Unless the Customer has an account with SafeMove for payment for Reports, SafeMove must receive payment for Reports in full before the Report is produced. For Customers with accounts, payment terms will be as agreed with SafeMove

## 7. General

- 7.1. If any provision of these terms is or becomes invalid or unenforceable, it will be deemed to be removed from the rest of these terms to the extent that it is invalid or unenforceable. No other provision of these terms shall be affected.
- 7.2. These terms shall be governed by English law and all parties submit to the exclusive jurisdiction of the English courts.
- 7.3. Nothing in these terms and conditions shall in any way restrict the statutory rights of the Customer of the Client or any other rights of access to the information contained in the Report.
- 7.4. In the provision of the services SafeMove may disclose personal data provided to other companies within its group in accordance with the Data Protection Act 2018/General Data Protection Regulation and other applicable laws.
- 7.5. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement. Unless expressly provided by this Agreement, no third party may enforce or benefit from any term of this Agreement.
- 7.6. SafeMove offers a robust complaints procedure which can be found at https://www.safemove.co.uk/faqs/ If your complaint has gone through our complaints procedure and you are dissatisfied with the response or it has exceeded our response timescales you may refer your complaint for consideration under The Property Ombudsman Scheme (TPOs). You can obtain further information by visiting www.tpos.co.uk or email admin@tpos.co.uk.


# Property Identifier



## Sewer Legend



Please note that the direction of flow arrows may not always appear depending on the scale of the map.

# Water Legend

Water Main 4" and below
 Water Main 4" and above
 Raw Water Main
 Private Water Main
 Fire Hydrant
 Pumping Station



The assets in this area are the responsibility of another Water Undertaker



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Energy performance certificate (EPC)			
9 Leylands Lane BRADFORD BD9 5PX	Energy rating	Valid until: 12 October 2033 Certificate number: 8437-6120-9309-0447-1292	
Property type	Mid-terrace house		
Total floor area	124 square metres		

## Rules on letting this property

## You may not be able to let this property

This property has an energy rating of F. It cannot be let, unless an exemption has been registered. You can read <u>guidance for landlords on the regulations and exemptions</u> (<u>https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance</u>).

Properties can be let if they have an energy rating from A to E. The <u>recommendations section</u> sets out changes you can make to improve the property's rating.

## Energy rating and score

This property's current energy rating is F. It has the potential to be B.

<u>See how to improve this property's energy efficiency.</u>



The graph shows this property's current and potential energy rating.

Properties get a rating from A (best) to G (worst) and a score. The better the rating and score, the lower your energy bills are likely to be.

For properties in England and Wales:

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

## Breakdown of property's energy performance

### Features in this property

Features get a rating from very good to very poor, based on how energy efficient they are. Ratings are not based on how well features work or their condition.

Assumed ratings are based on the property's age and type. They are used for features the assessor could not inspect.

Feature	Description	Rating
Wall	Sandstone or limestone, as built, no insulation (assumed)	Very poor
Roof	Pitched, no insulation (assumed)	Very poor
Roof	Roof room(s), no insulation (assumed)	Very poor
Window	Some double glazing	Poor
Main heating	Room heaters, mains gas	Average
Main heating control	Appliance thermostats	Good
Hot water	Electric immersion, standard tariff	Very poor
Lighting	Low energy lighting in all fixed outlets	Very good
Floor	To unheated space, no insulation (assumed)	N/A
Secondary heating	Room heaters, electric	N/A

### Primary energy use

The primary energy use for this property per year is 437 kilowatt hours per square metre (kWh/m2).

#### **Additional information**

Additional information about this property:

• Stone walls present, not insulated

## How this affects your energy bills

An average household would need to spend **£5,244 per year on heating, hot water and lighting** in this property. These costs usually make up the majority of your energy bills.

You could **save £3,385 per year** if you complete the suggested steps for improving this property's energy rating.

This is **based on average costs in 2023** when this EPC was created. People living at the property may use different amounts of energy for heating, hot water and lighting.

#### Heating this property

Estimated energy needed in this property is:

- 21,214 kWh per year for heating
- 2,976 kWh per year for hot water

Impact on the environment		This property produces	9.4 tonnes of CO2
This property's current environmental impact rating is F. It has the potential to be B.		This property's potential production	2.4 tonnes of CO2
Properties get a rating from A (best) to G (worst) on how much carbon dioxide (CO2) they produce each year. CO2 harms the environment.		You could improve this property's CO2 emissions by making the suggested changes. This will help to protect the environment.	
Carbon emissions		These ratings are based on assumptions about average occupancy and energy use. People living at the property may use different	
An average household produces	6 tonnes of CO2	amounts of energy.	

### Changes you could make

Step	Typical installation cost	Typical yearly saving
1. Room-in-roof insulation	£1,500 - £2,700	£1,114
2. Internal or external wall insulation	£4,000 - £14,000	£395
3. Floor insulation (suspended floor)	£800 - £1,200	£319
4. Increase hot water cylinder insulation	£15 - £30	£210
5. Draught proofing	£80 - £120	£87

Step	Typical installation cost	Typical yearly saving
6. Condensing boiler	£3,000 - £7,000	£904
7. Solar water heating	£4,000 - £6,000	£106
8. Replace single glazed windows with low-E double glazed windows	£3,300 - £6,500	£250
9. Solar photovoltaic panels	£3,500 - £5,500	£613

#### Help paying for energy improvements

You might be able to get a grant from the <u>Boiler Upgrade Scheme (https://www.gov.uk/apply-boiler-upgrade-scheme)</u>. This will help you buy a more efficient, low carbon heating system for this property.

#### More ways to save energy

Find ways to save energy in your home by visiting www.gov.uk/improve-energy-efficiency.

### Who to contact about this certificate

#### Contacting the assessor

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

Assessor's name	Darren Jewsbury
Telephone	07877973633
Email	d.jewsbury@btinternet.com

#### Contacting the accreditation scheme

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

Accreditation scheme	Elmhurst Energy Systems Ltd	
Assessor's ID	EES/007427	
Telephone	01455 883 250	
Email	enquiries@elmhurstenergy.co.uk	

#### About this assessment

Assessor's declaration	No related party	
Date of assessment	13 October 2023	
Date of certificate	13 October 2023	
Type of assessment	RdSAP	



SPECIALIST DAMP AND TIMBER REPORTS. DAMP PROOF COURSE INSTALLATIONS, DRY ROT AND WET ROT ERADICATION, WOODWORM TREATMENTS WALL TIE REPLACEMENT, STRUCTURAL STRAPPING, STRUCTURAL REPAIRS

HEAD OFFICE: BRADFORD LANE, BRADFORD BD3 8LP BRADFORD BRADFORD LEEDS HARROGATE 
 TELEPHONE
 01274
 667363

 FACSIMILE
 01274
 662452

 TELEPHONE
 0113
 278
 0437

 TELEPHONE
 01423
 527751

Reference:

87691

Survey Site Address	Client Name & Address
9 Leylands Lane Heaton Bradford	Ms Bridget Boyland bmboylan@yahoo.co.uk
BD9 5PQ Telephone:	Telephone: 07786 061340

Access:

Directions:

	DRY ROA ///
KITCHPH	SON DRFECTIVE
KITCHRU FLOON -> ABOVE	
ABOVE	
	SET
	CELLER

# Groundsure Homescreen



## **Search Details**

Prepared for:LCF ResidentialMatter:BAR957/1Client address:1 St. James Business Park, 1 New Augustus Street, Bradford, BD1 5LL

Property:

9 Leylands Lane, Bradford, BD9 5PX

Local Authority: Groundsure Nile House, Nile Street, Brighton, BN1 1HW

Date Returned: 28/11/2023

Property type: Residential

This search was compiled by the Data Supplier above and provided by InfoTrack Ltd - t: 0207 186 8090, e: helpdesk@infotrack.co.uk. This search is subject to terms and conditions issued by InfoTrack which can be viewed at www.infotrack.co.uk or supplied on request. This search is also subject to terms and conditions issued by the Data Supplier, available on request. InfoTrack is registered with the Property Codes Compliance Board (PCCB) as subscribers to the Search Code. The PCCB independently monitors how registered firms maintain compliance with the Code. Visit www.propertycodes.org.uk for more information.



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# Homescreen

## 9, Leylands Lane, Bradford, BD9 5PX

## **Professional opinion**

Addresses the Law Society practice notes on Contaminated Land and Flood risk.

Contaminated Land Liability

Passed

Passed

Flooding

Negligible

Further guidance

Ground Stability

Identified

page 4 >

Radon

Identified

page 4 >

## Site plan



## **Screenings**

Ø	Energy Identified	<u>page 8</u> >
	Transportation Not identified	
	Planning Applications Identified	<u>page 10</u> >

Full assessments of the above screenings are available in our Homebuyers report. Please contact Groundsure or your search provider for further details.



Not identified

Conveyancing Information Executive helpdesk@infotrack.co.uk ↗

<u>info@groundsure.com</u> ↗ 01273 257 755 Ref: IT-47927752 Your ref: IT-47927752 Grid ref: 413950 435477 Date: 28 November 2023





# Homescreen

## **Useful contacts**

Bradford Metropolitan District Council: <u>http://www.bradford.gov.uk/</u> ↗ 01274 432111

Environment Agency National Customer Contact Centre (NCCC): <u>enquiries@environment-agency.gov.uk</u> 7 03708 506 506

## **Overview of findings and recommendations**

To save you time when assessing the report, we only provide maps and data tables of features within the search radius that we have identified to be of note. These relate to environmental risks that may have liability implications, affect insurance premiums, property values and/or a lender's willingness to lend.

You can view the fully comprehensive library of information we have searched on page 11 >.

## Ground stability

The property is indicated to lie within an area that could be affected by mining other than coal. You should consider the following:

#### Next steps for consideration:

- if a survey has been undertaken at the property that considers ground instability and no issues were found, no further action is required
- however, based on the findings of this report, the purchaser should be encouraged to consider potential instability in any future development or alteration of the ground including planting and removing trees, and regardless of the survey outcome
- if no survey has yet been undertaken, we recommend one is carried out by a suitably qualified and experienced person
- if ground instability issues have been or are subsequently identified in a survey we recommend following any advice given in the survey findings
- you should also check whether the property benefits from a current NHBC guarantee or other environmental warranty that often covers structural issues. Please note the presence of an NHBC guarantee wouldn't change the risk assessment of this report
- a more detailed mining search may also further clarify the potential risks presented in this report, and unearth records not available to your surveyor. Groundsure GeoRisk can provide a comprehensive assessment of all mining risks and can be ordered through Groundsure or your preferred search provider

#### Coal

The property is assessed to lie within a coal mining area as defined by the Coal Authority.



<u>Back to Summary</u>

Contact us with any questions at: info@groundsure.com ↗ 01273 257 755



# Homescreen

#### Next steps for consideration:

• Groundsure recommends that a CON29M Official Coal Mining Search is conducted. This can be ordered through Groundsure or your preferred search provider.



The property is in an area where elevated radon levels are expected to be found in 3-5% of properties.

#### Next steps for consideration:

- if the property is a new build, you can check compliance on radon protection with the developer
- if you are buying a currently occupied property, ask the present owner whether radon levels have been measured and, if so, whether the results were above the radon Action Level. If they were, ask what remedial measures were installed, were radon levels re-tested and did the re-testing confirm the measures have been effective
- if testing has not been carried out, it would be a sensible precaution to arrange for the property to be tested with radon detectors. If initial short-term radon screening tests are inconclusive, or the purchaser would prefer to carry out a full three-month test, it may be possible to arrange a 'radon bond'
- high levels of radon can be reduced through carrying out remedial works to the property
- basic radon protection measures will be required to be installed in the event that any new buildings or extensions are added to the property
- all basement and cellar areas are considered at additional risk from high radon levels. If an underground room such as a cellar or basement makes up part of the living or working accommodation, the property should be tested regardless of radon Affected Area status
- see <u>http://www.radonassociation.co.uk/guide-to-radon/information-for-house-buyers-and-sellers/</u> 
   *¬ for further information*

## **Other considerations**

No additional factors that Groundsure believe require further action have been identified in relation to the property.



Contact us with any questions at: info@groundsure.com ↗ 01273 257 755 Ref: IT-47927752 Your ref: IT-47927752 Grid ref: 413950 435477

3



# Homescreen

## **Environmental summary**



Environmental searches are designed to ensure that significant hazards and risks associated with this property are identified and considered alongside the investment in or purchase of a property. Please see **page 2** > for further advice.



## **Contaminated Land**

No significant concerns have been identified as a result of the contaminated land searches.

Passed
Passed
Passed
Passed



## Flooding

No significant concerns have been identified as a result<br/>of the flood risk searches. No action required.River and Coastal Flooding<br/>Groundwater Flooding<br/>Surface Water Flooding

Further explanation of flood risk assessment can be seen in the Flood information on **page 13** >.

FloodScore<sup>™</sup> insurance rating

Very Low

	,
Groundwater Flooding	Negligible
Surface Water Flooding	Negligible
Past Flooding	Not identified
Flood Storage Areas	Not identified

The rating is compiled by Ambiental, a leading flood risk analysis company. Please see **page 13** >

## Ground stability

The property is assessed to have potential for natural or non-natural ground subsidence.	Natural Ground Stability	Negligible-Very low
Please see <b>page 5</b> > for details of the identified issues.	Non-Natural Ground Stability	Identified

# Rn Radon

The property is in a radon affected area. This could mean that inhabitants are at risk from the harmful effects of radon. The percentage of homes estimated to be affected by radon in your local area is between 3% and 5%.

Please see **<u>page 7</u>** > for details of the identified issues.

In a radon affected area

Very Low



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# Homescreen

## Ground stability / Non-natural ground subsidence





### **Coal mining**

The property is located in an area that may be affected by surface or sub-surface coal mining. Mining may cause ground stability problems such as subsidence, surface collapses, mass movement and landslides, depending on the style of mining used.

Please see **<u>page 2</u>** > for further advice.

### Non-coal mining

The property is located in an area that may be affected by surface or sub-surface mining. The BGS has identified that underground mining is known or considered likely to have occurred in proximity to the property. However, this does not confirm if the property will be directly affected.

Please see **<u>page 2</u>** > for further advice.



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Distance	Direction	Name	Commodity	Assessment of likelihood
0	on site	Not available	Sandstone - Elland Flags	Underground mining is considered likely to have occurred within or close to the area. The location, extent and nature of mining should be considered in any site investigation. Potential for difficult ground conditions should be considered.
59 m	W	Not available	Sandstone - Elland Flags	Underground mining is considered likely to have occurred within or close to the area. The location, extent and nature of mining should be considered in any site investigation. Potential for difficult ground conditions should be considered.
150 m	SW	Not available	Sandstone - Elland Flags	Underground mining is considered likely to have occurred within or close to the area. The location, extent and nature of mining should be considered in any site investigation. Potential for difficult ground conditions should be considered.

This data is sourced from the British Geological Survey (BGS).



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# Homescreen

## Radon



The property is in a radon affected area, meaning there is an increased risk that properties will contain elevated levels of radon.

In order to determine if there is a problem at your property, a radon measurement in the building must be taken. Access to a testing service and further information on radon is available from UK Health Security Agency (UKHSA) or <u>www.ukradon.org</u> **7**.

Radon is a colourless, odourless radioactive gas present in all areas of the United Kingdom, usually at levels that pose a negligible risk. However, the property is situated in an area where levels of radon can be much higher and pose a health risk. High levels of radon can cause lung cancer, particularly for smokers and exsmokers. The higher the level and the longer the period of exposure, the greater the risk.

Please see **page 2** > for further advice.

This data is sourced from the British Geological Survey/UK Health Security Agency.



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# Homescreen

## **Energy summary**



The property has been identified to lie within 5km of one or more energy features.

If required, full details on these energy features including a detailed location plan relative to the property are available when you purchase a Groundsure Energy and Transportation Report via your preferred searches provider.

Oil and gas

No historical, active or planned wells or extraction areas	Oil and gas areas	Not identified
have been identified near the property.	Oil and gas wells	Not identified



## Wind and Solar

Our search of existing and planned renewable wind and
solar infrastructure has identified results.

Planned Multiple Wind	Identified
Turbines	
Planned Single Wind Turbines	Identified
Existing Wind Turbines	Not identified
Proposed Solar Farms	Not identified
Existing Solar Farms	Identified



## **Energy Infrastructure**

Our search of major energy transmission or generation infrastructure and nationally significant infrastructure projects has identified results.

Power stations Energy Infrastructure Projects

#### Identified

Not identified Not identified



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## **Transportation summary**



The property has not been identified to lie within the specified distance of one or more of the transportation features detailed below.

If required, full details on these transportation features including a detailed location plan relative to the property are available when you purchase a Groundsure Energy and Transportation Report via your preferred searches provider.



No results for Phase 1 or Phase 2 of the HS2 project (including the 2016 amendments) have been identified within 5km of the property. However, HS2 routes are still under consultation and exact alignments may change in the future.

Visual assessments are only provided by Groundsure if the property is within 2km of Phase 1 and 2a. Other assessments may be available from HS2.

HS2 Route	Not identified
HS2 Safeguarding	Not identified
HS2 Stations	Not identified
HS2 Depots	Not identified
HS2 Noise	Not assessed
HS2 Visual impact	Not assessed



## Crossrail

The property is not within 250 metres of either the Crossrail 1 or Crossrail 2 project.

Crossrail 1 Stations
Crossrail 2 Route
Crossrail 2 Stations
Crossrail 2 Worksites
Crossrail 2 Safeguarding
Crossrail 2 Headhouse

Not identified Not identified Not identified Not identified Not identified Not identified Not identified

## **Other Railways**

The property is not within 250 metres of any active or former railways, subway lines, DLR lines, subway stations or railway stations.

Active Railways and Tunnels	Not identified
Historical Railways and	Not identified
Tunnels	
Railway and Tube Stations	Not identified
Underground	Not identified



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# Homescreen

## **Planning summary**



## **Planning Applications**

Using Local Authority planning information supplied and processed by Glenigan dating back 10 years, this information is designed to help you understand possible changes to the area around the property. Please note that even successful applications may not have been constructed and new applications for a site can be made if a previous one has failed. We advise that you use this information in conjunction with a visit to the property and seek further expert advice if you are concerned or considering development yourself.

## 24 Total applications

This total includes large developments within 500 m, small developments within 125 m and house extensions within 50 m. If required, full details on these applications including a detailed location plan relative to the property are available when you purchase a Groundsure Planning Report via your preferred searches provider.

## Planning constraints

No protected areas have been identified within 50 metres of the property. Protected areas include nature reserves and other conservation areas.

Environmental Protected Areas Not identified Visual and Cultural Protected Not identified Areas



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## **Datasets searched**

This is a full list of the data searched in this report. If we have found results of note we will state "Identified". If no results of note are found, we will state "Not identified". Our intelligent filtering will hide "Not identified" sections to speed up your workflow.

Contaminated Land	
Former industrial land use (1:10,560 and 1:10,000 scale)	Not identified
Former tanks	Not identified
Former energy features	Not identified
Former petrol stations	Not identified
Former garages	Not identified
Former military land	Not identified
Former landfill (from Local Authority and historical mapping records)	Not identified
Waste site no longer in use	Not identified
Active or recent landfill	Not identified
Former landfill (from Environment Agency Records)	Not identified
Active or recent licensed waste sites	Not identified
Recent industrial land uses	Not identified
Current or recent petrol stations	Not identified
Hazardous substance storage/usage	Not identified
Sites designated as Contaminated Land	Not identified
Historical licensed industrial activities	Not identified
Current or recent licensed industrial activities	Not identified
Local Authority licensed pollutant release	Not identified
Pollutant release to surface waters	Not identified
Pollutant release to public sewer	Not identified
Dangerous industrial substances (D.S.I. List 1)	Not identified

Contaminated Land	
Dangerous industrial substances (D.S.I. List 2)	Not identified
Pollution incidents	Not identified
Flooding	
Risk of flooding from rivers and the sea	Not identified
Flood storage areas: part of floodplain	Not identified
Historical flood areas	Not identified
Areas benefiting from flood defences	Not identified
Flood defences	Not identified
Proposed flood defences	Not identified
Surface water flood risk	Not identified
Groundwater flooding	Not identified
Natural ground subsidence	
Natural ground subsidence	Not identified
Natural geological cavities	Not identified
Non-natural ground subsidence	
Coal mining	Identified
Non-coal mining	Identified
Mining cavities	Not identified
Infilled land	Not identified
Dadan	

### Radon

Radon

Identified



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#### Energy

Electricity transmission lines and pylons	Not identified
Planning constraints	
Sites of Special Scientific Interest	Not identified
Internationally important wetland sites (Ramsar Sites)	Not identified
Special Areas of Conservation	Not identified
Special Protection Areas (for birds)	Not identified
National Nature Reserves	Not identified
Local Nature Reserves	Not identified
Designated Ancient Woodland	Not identified
Green Belt	Not identified
World Heritage Sites	Not identified
Areas of Outstanding Natural Beauty	Not identified
National Parks	Not identified
Conservation Areas	Not identified
Listed Buildings	Not identified
Certificates of Immunity from Listing	Not identified
Scheduled Monuments	Not identified
Registered Parks and Gardens	Not identified

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## **Contaminated land liability assessment methodology**

As part of this report Groundsure provide a professional assessment of the risks posed by key environmental information which could lead to the property being designated as 'Contaminated Land' as defined under Part 2A of the Environmental Protection Act 1990. This assessment is based on the following data:

- historical land use (compiled from 1:10,000 and 1:10,560 maps)
- petrol stations, garages, energy features and tanks (compiled from 1:1,250 and 1:2,500 maps) for selected areas.
- historic military / ordnance sites
- landfill and waste transfer/treatment or disposal sites (including scrap yards)
- current and recent industrial uses (as defined by PointX data)
- Catalist petrol station
- Part A(1), Part A(2) and Part B Authorisations
- sites determined as Contaminated Land under Part 2A EPA 1990
- Planning Hazardous Substance Consents
- Environment Agency Recorded Pollution Incidents
- Dangerous Substances Inventory Releases (DSI)
- Red List Discharge Consent

The level of risk associated with the property is either Passed or Action Required. If the report result is Action Required it does not necessarily mean that the site is unsuitable for purchase, but only that further assessment of the risk associated with the site is required.

#### **Method Statement**

In assessing specific site risk, Groundsure follows principles used extensively throughout the environmental consultancy sector. Our system looks at the potential for specific industries to have generated residual contamination and for this contamination to remain at a site, or to have migrated to neighbouring sites. Sites are scored based on this system and if a site scores highly it indicates a high level of risk.

### Limitations of the Study

This report has been prepared with the assumption that the site is in residential use and that no significant (re)development is planned. The screening process reviews historical mapping and a range of current databases. The historical land use database reviewed for this study does NOT include 1:2,500 or 1:1,250 scale maps except for Groundsure's additional information database of selected features namely tanks, energy features, petrol filling stations and garages. This additional information database covers the majority of the UK, but not all. Where 1:2500 or 1:1250 scale maps are utilised all relevant and available map epochs to Groundsure are used. Additionally, this review does NOT include specific enquiries to the Local Authority who may hold additional information and it does NOT include a site visit/inspection. Your attention is drawn to the Terms and Conditions of Groundsure Limited under which this service is provided.

## **Flood information**

The Flood Risk Assessment section is based on datasets covering a variety of different flooding types. No inspection of the property or of the surrounding area has been undertaken by Groundsure or the data providers. The modelling of flood hazards is extremely complex and in creating a national dataset certain assumptions have been made and all such datasets will have limitations. These datasets should be used to give an indication of relative flood risk rather than a definitive answer. Local actions and minor variations, such as blocked drains or streams etc. can greatly alter the effect of flooding. A low or negligible modelled flood risk does not guarantee that flooding will not occur. Nor will a high risk mean that flooding definitely will occur. Groundsure's overall flood risk assessment takes account of the cumulative risk of river and coastal data, historic flood events and areas benefiting from flood defences provided by the Environment Agency/Natural Resources Wales (in England and Wales) and surface water (pluvial) and groundwater flooding provided by Ambiental Risk Analytics. In Scotland the river and coastal flood models are also provided by Ambiental Risk Analytics.



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### Risk of flooding from rivers and the sea

This is an assessment of flood risk for England and Wales produced using local data and expertise, provided by the Environment Agency (RoFRaS model) and Natural Resources Wales (FRAW model). It shows the chance of flooding from rivers or the sea presented in categories taking account of flood defences and the condition those defences are in. The model uses local water level and flood defence data to model flood risk.

The categories associated with the Environment Agency and Natural Resources Wales models are as follows:

RoFRaS (rivers and sea) and FRAW (rivers):

Very Low - The chance of flooding from rivers or the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

**Low** - The chance of flooding from rivers or the sea is considered to be less than 1 in 100 (1%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

**Medium** - The chance of flooding from rivers or the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 100 (1%) in any given year.

High - The chance of flooding from rivers or the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

FRAW (sea):

Very Low - The chance of flooding from the sea is considered to be less than 1 in 1000 (0.1%) in any given year.

**Low** - The chance of flooding from the sea is considered to be less than 1 in 200 (0.5%) but greater than or equal to 1 in 1000 (0.1%) in any given year.

**Medium** - The chance of flooding from the sea is considered to be less than 1 in 30 (3.3%) but greater than 1 in 200 (0.5%) in any given year.

High - The chance of flooding from the sea is considered to be greater than or equal to 1 in 30 (3.3%) in any given year.

#### **Historic flood events**

Over 86,000 events are recorded within this database. This data is used to understand where flooding has occurred in the past and provides details as available. Absence of a historic flood event for an area does not mean that the area has never flooded, but only that Environment Agency/Natural Resources Wales do not currently have records of flooding within the area. Equally, a record of a flood footprint in previous years does not mean that an area will flood again, and this information does not take account of flood management schemes and improved flood defences.

### Surface water flooding

Ambiental Risk Analytics surface water flood map identifies areas likely to flood following extreme rainfall events, i.e. land naturally vulnerable to surface water or "pluvial" flooding. This data set was produced by simulating 1 in 30 year, 1 in 100 year, 1 in 250 year and 1 in 1000 year rainfall events. The flood risks for these rainfall events are reported where the depth would be greater than the threshold for a standard property to modern building standards. Modern urban drainage systems are typically built to cope with rainfall events between 1 in 20 and 1 in 30 years, though older ones may even flood in a 1 in 5 year rainstorm event.

#### **Proposed flood defences**

The data includes all Environment Agency/Natural Resources Wales's projects over £100K that will change or sustain the standards of flood defence in England and Wales over the next 5 years. It also includes the equivalent schemes for all Local Authority and Internal Drainage Boards.

### **Flood storage areas**

Flood Storage Areas may also act as flood defences. A flood storage area may also be referred to as a balancing reservoir, storage basin or balancing pond. Its purpose is to attenuate an incoming flood peak to a flow level that can be accepted by the downstream channel. It may also delay the timing of a flood peak so that its volume is discharged over a longer time interval. These areas are also referred to as Zone 3b or 'the functional floodplain' and has a 5% or greater chance of flooding in any given year, or is designed to flood in the event of an extreme (0.1%) flood or another probability which may be agreed between the Local Planning Authority and Environment Agency/Natural Resources Wales, including water conveyance routes. Development within Flood Storage Areas is severely restricted.

### **Groundwater flooding**

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Groundwater flooding is flooding caused by unusually high groundwater levels. It occurs as excess water emerging at the ground surface or within underground structures such as basements. Groundwater flooding tends to be more persistent than surface water flooding, in some cases lasting for weeks or months, and it can result in significant damage to property. This risk assessment is based on a 5m Digital Terrain Model (DTM) and 1 in 100 year and 1 in 250 year return periods.

### Ambiental FloodScore<sup>™</sup> insurance rating

The property has been rated as **Very Low** risk.

Ambiental's FloodScore<sup>™</sup> risk rating gives an indicative assessment of the potential insurance risk classification from flooding, which can provide an indication of how likely it is that a property's policy will be ceded to Flood Re. The assessment is based on Ambiental's river, tidal and surface water flood data and other factors which some insurers may use in their assessment are not included.

Flood Re is a re-insurance scheme that makes flood cover more widely available and affordable as part of your residential property home insurance. Properties at higher risk of flooding may have the flood part of their policy ceded to Flood Re by their insurer. It is important to understand that Flood Re does not apply to all situations. Exclusions from Flood Re includes properties constructed after 1 January 2009; properties not within domestic Council Tax bands A to H (or equivalent); commercial properties, certain buy to let scenarios and buildings comprising four or more residential units. A full list of the exemptions can be found on the Flood Re website (https://www.floodre.co.uk/can-flood-re-help-me/eligibility-criteria/) 7.

The Ambiental FloodScore<sup>™</sup> insurance rating is classified into six different bandings:

**Very High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a very high possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a high possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**Moderate-High** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a moderate possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, particularly if the property has flooded in the past.

**Moderate** indicates a level of risk that may make it more likely that standard insurance premiums will be higher, or additional terms may apply to the provision of flood cover. There is a low possibility that the cover for flooding at the property will be ceded into the Flood Re scheme, unless the property has flooded in the past.

**Low** indicates a level of risk that is likely to mean standard cover and premiums are available for flood cover. There is a low possibility the cover for flooding at the property will be ceded into the Flood Re scheme, unless the property has flooded in the past.

Very Low indicates a level of flood risk that should not have any impact on the provision of flood cover for the property.

## **Conservation Area data limitations**

Please note the Conservation Area data is provided by Historic England and individual Local Authorities. Due to different methodologies used by different Local Authorities the data may be incomplete. We recommend reviewing your local search for confirmation.

## Subsidence data limitations

The natural ground subsidence assessment is based on the British Geological Survey's GeoSure data. GeoSure is a natural ground stability hazard susceptibility dataset, based on the characteristics of the underlying geology, rather than an assessment of risk. A hazard is defined as a potentially damaging event or phenomenon, where as a risk is defined as the likelihood of the hazard impacting people, property or capital. The GeoSure dataset consists of six data layers for each type of natural ground subsidence hazard. These are shrink-swell clay, landslide, compressible ground, collapsible ground, dissolution of soluble rock and running sand. Each hazard is then provided with a rating on is potential to cause natural ground subsidence. This rating goes from A-E, with A being the lowest hazard, E being the highest. Groundsure represent full GeoSure data as either Negligible (ratings of A), Very Low (ratings



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of B), Low (C), Moderate (D) or High (E). Where GeoSure Basic is instead used, ratings are displayed as Negligible-Very Low (A or B ratings), Low (C) or Moderate-High (D or E). The GeoSure data only takes into account the geological characteristics at a site. It does not take into account any additional factors such as the characteristics of buildings, local vegetation including trees or seasonal changes in the soil moisture content which can be related to local factors such as rainfall and local drainage. These factors should be considered as part of a structural survey of the property carried out by a competent structural surveyor. For more information on the "typical safe distance" trees should be from a property please see this guide:

www.abi.org.uk/globalassets/sitecore/files/documents/publications/public/migrated/home/protecting-your-home-from-subsidencedamage.pdf 7



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## **Conveyancing Information Executive and our terms & conditions**

#### IMPORTANT CONSUMER PROTECTION INFORMATION

This search has been produced by Groundsure Ltd, Nile House, Nile Street, Brighton, BN1 1HW. Tel: 01273 257 755. Email: <u>info@groundsure.com</u> **7**. Groundsure adheres to the Conveyancing Information Executive Standards.

#### **The Standards**

- Conveyancing Information Executive Members shall act in a professional and honest manner at all times in line with the Conveyancing Information Executive Standards and carry out the delivery of the Search with integrity and due care and skill.
- Compliance with the Conveyancing Information Executive Standards will be a condition within the Conveyancing Information Executive Member's Terms and Conditions.
- Conveyancing Information Executive Members will promote the benefits of and deliver the Search to the agreed standards and in the best interests of the customer and associated parties.

### **Complaints Advice**

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 Standards.

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

#### COMPLAINTS PROCEDURE: If you want to make a complaint, we will:

- acknowledge it within 5 working days of receipt
- normally deal with it fully and provide a final response, in writing, within 20 working days of receipt
- liaise, at your request, with anyone acting formally on your behalf

#### Complaints should be sent to:

Operations Director, Groundsure Ltd, Nile House, Nile Street, Brighton, BN1 1HW. Tel: 01273 257 755. Email: <u>info@groundsure.com</u> If you are not satisfied with our final response, or if we exceed the response timescales, you may refer the complaint to The Property Ombudsman scheme (TPOs): Tel: 01722 333306, E-mail: <u>admin@tpos.co.uk</u> I We will co-operate fully with the Ombudsman during an investigation and comply with their final decision.

Groundsure's Terms and Conditions can be viewed online at this link: <u>www.groundsure.com/terms-and-conditions-april-2023/</u>

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## Data providers

Groundsure works with respected data providers to bring you the most relevant and accurate information in your Homescreen report. To find out who they are and their areas of expertise see <u>www.groundsure.com/sources-reference</u> ↗.



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# Law Society Fittings and Contents Form (3rd edition)

Address of the property	9, Leylands Lane Heaton Bradford	
	Postcode (BD9 5PX	
Full names of the seller	Mr James Edward Barker	
Seller's solicitor		
Name of solicitor's firm	LCF Residential	
Address	1 St. James Business Park 1 New Augustus Street Bradford BD1	5LL
Email	eshuttleworth@lcf.co.uk	
Reference number	BAR957/1	
About this form		
	The aim of this form is to make clear to the buyer v included in the sale. It must be completed accurate form may become part of the contract between the	ely by the seller as the
Definitions	It is important that sellers and buyers check th form carefully.	e information in this
Definitions	• 'Seller' means all sellers together where the p more than one person.	roperty is owned by
	<ul> <li>'Buyer' means all buyers together where the p by more than one person.</li> </ul>	property is being bought
	Page 1 of 8	
	www.lawsociety.org.uk	<b>TA10</b>
The Law Society	21/10/2023 11:31	© Law Society 2013

# 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	O	O	O		No boiler but immersion heater in bathroom cubboard
Radiators/wall heaters	O	O	$\odot$		
Night-storage heaters	O	O	$\bigcirc$		
Free-standing heaters	O	$\odot$	O		Unless agreed otherwise
Gas fires (with surround)	$\bigcirc$	O	O		Gas fire in front room is disconnected
Electric fires (with surround)	$\bigcirc$	0	O		In first floor bedrooms, may not work
Light switches	O	O	O		
Roof insulation	$\bigcirc$	O	O		
Window fittings	O	O	O		
Window shutters/grilles	O	O	$\odot$		
Internal door fittings	٥	O	O		
External door fittings	O	O	O		
Doorbell/chime	$\bigcirc$	O	O		



#### **Basic fittings (continued)** 1

	Included	Excluded	None	Price	Comments
Electric sockets	٥	O	O		
Burglar alarm	$\odot$	O	O		Disconnected 2014
Other items (please specify)					
	O	O			
	O	O			
	O	O			
	O	O			

#### **Kitchen** 2

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

	Fitted	Free- standing	Included	Excluded	None	Price	Comments
Hob	$\bigcirc$	0	O	O	O		
Extractor hood	O	O	0	0	$\bigcirc$		
Oven/grill	O	O	O	O	O		
Cooker	O	$\bigcirc$	O	٥	O		unless agreed otherwise
Microwave	O	$\bigcirc$	O	O	O		unless agreed otherwise
Refrigerator/fridge-freezer	O	O	٥	O	0		already removed
Freezer	O	O	O	O	0		already removed
Dishwasher	O	0	O	0	$\bigcirc$		
Tumble-dryer	O	O	O	O	0		unless agreed otherwise
Washing machine	O	$\bigcirc$	O	٥	0		unless agreed otherwise
Other items (please specify,	)						
microwave	O	O	O	O			unless agreed otherwise
	O	O	O	O			
	O	0	0	0			
	O	O	O	0			



#### 3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	0	O	٥		wet room
Shower fitting for bath	O	0	٥		wet room
Shower curtain	$\bigcirc$	O	O		
Bathroom cabinet	O	O	O		above and under wash basin
Taps	O	O	O		in wash basin
Separate shower and fittings	O	O	O		
Towel rail	O	O	O		
Soap/toothbrush holders	0	O	$\odot$		
Toilet roll holders	O	O	$\bigcirc$		
Bathroom mirror	O	O	0		on bathroom cabinet

#### 4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	O	O	0		
Living room	O	O	O		
Dining room	O	O	O		
Kitchen	O	O	$\odot$		lino included
Bedroom 1	0	O	O		
Bedroom 2	0	O	O		
Bedroom 3	0	O	0		
Other rooms (please specify)					
bedroom 4 carpet	O	O			
	O	0			
	O	O			
	O	0			



#### Curtains and curtain rails 5

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	O	O	$\bigcirc$		
Living room	O	O	O		
Dining room	$oldsymbol{\circ}$	O	O		
Kitchen	O	O	$\bigcirc$		
Bedroom 1	$oldsymbol{\circ}$	O	O		
Bedroom 2	O	O	O		
Bedroom 3	O	O	O		
Other rooms (please specify)					
	O	O			
	O	O			
	O	$\bigcirc$			
	O	O			
Curtains/blinds					
Hall, stairs and landing	O	O	$\overline{\mathbf{O}}$		
Living room	O	O	O		
Dining room	O	O	O		
Kitchen	O	O	$oldsymbol{O}$		
Bedroom 1	O	0	O		
Bedroom 2	O	O	O		
Bedroom 3	0	0	O		
Other rooms (please specify)					
	O	O			
	O	O			
	O	O			
	0	0			



#### 6 Light fittings

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

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	O	O	O		
Living room	O	O	O		
Dining room	O	O	O		
Kitchen	O	O	O		
Bedroom 1	O	O	O		
Bedroom 2	O	O	O		
Bedroom 3	O	O	O		
Other rooms (please specify)					
bedroom 4 light fitting	O	O			
	O	$\bigcirc$			
	O	O			
	O	O			

#### **Fitted units** 7

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

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	O	O	O		
Living room	O	O	$\bigcirc$		
Dining room	O	O	$oldsymbol{O}$		
Kitchen	O	O	O		
Bedroom 1	O	O	$oldsymbol{O}$		
Bedroom 2	O	O	O		
Bedroom 3	O	O	O		



#### Fitted units (continued) 7

	Included	Excluded	None	Price	Comments
Other rooms (please specify)					
	O	O			
	O	O			
	O	O			
	0	O			

#### 8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	0	O	$\bigcirc$		
Garden ornaments	0	0	$\overline{\mathbf{O}}$		
Trees, plants, shrubs	0	0	O		
Barbecue	0	0	$\bigcirc$		
Dustbins	O	O	O		
Garden shed	O	0	$\bigcirc$		
Greenhouse	O	0	٥		
Outdoor heater	O	0	$\overline{\mathbf{O}}$		
Outside lights	O	O	$\overline{\mathbf{O}}$		
Water butt	O	O	$\bigcirc$		
Clothes line	0	0	O		
Rotary line	O	O	$\bigcirc$		
Other items (please specify)					
	O	0			
	O	O			
	O	O			
	O	O			
	O	O			



#### Television and telephone 9

	Included	Excluded	None	Price	Comments
Telephone receivers	O	O	$\odot$		
Television aerial	0	O	O		assuming there is one
Radio aerial	O	O	$\odot$		
Satellite dish	0	O	$\odot$		

### 10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	O	O	$\odot$		
Wood	0	O	$\odot$		
Liquefied Petroleum Gas (LPG)	O	O	$\bigcirc$		

#### Other items 11

	Included	Excluded	Price	Comments
	O	O		
	0	0		
	0	O		
	O	O		
Signed:				Dated: 21/10/2023

Signed: .....

Dated: .....

Each seller should sign this form.

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





www.lawsociety.org.uk

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

Address of the property	9, Leylands Lane Heaton Bradford Postcode BD9 5PX
Full names of the seller	Mr James Edward Barker
<b>Seller's solicitor</b> Name of solicitor's firm	LCF Residential
Address	1 St. James Business Park 1 New Augustus Street Bradford BD1 5LL
Email	eshuttleworth@lcf.co.uk
Reference number	BAR957/1

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


#### Instructions to the 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 seller 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 If the seller gives you, separately from this form, any information concerning the property (in writing or in conversation, whether buyer 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.



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# 1. Boundaries

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

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

(a) on the left?	O Seller	O Neighbour
	Shared	Not known
(b) on the right?	<ul><li>Seller</li><li>Shared</li></ul>	<ul><li>Neighbour</li><li>Not known</li></ul>
(c) at the rear?	O Seller O Shared	<ul><li>Neighbour</li><li>Not known</li></ul>
(d) at the front?	<ul><li>O Seller</li><li>O Shared</li></ul>	<ul><li>Neighbour</li><li>Not known</li></ul>

- 1.2 If the boundaries are irregular please indicate ownership by written description or by reference to a plan:
- 1.3 Is the seller aware of any boundary feature having been moved in the last 10 years or during the seller's period of ownership if longer? If Yes, please give details:

O Yes	O No
-------	------

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

	O Yes	O 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:



O No

O No

O Enclosed O To follow

O Yes

O Yes

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:

# 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:
- 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:

# O Yes O 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:



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3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby? If Yes, please give details:

# 4. Alterations, planning and building control

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

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

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

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

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

O Yes O No	
------------	--

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

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

(d) Addition of a conservatory

O Yes	O No Year
• Yes	O No www.www.Year
O Yes	No Year



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

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

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

Not a	aplicable		
	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:	O Yes	O No
4.4	Is the seller aware of any breaches of planning permission conditions or Building Regulations	O Yes	O 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 control issues to resolve? If Yes, please give details:	O Yes	O No
4.6	Have solar panels been installed?	O Yes	O No
	If Yes:		
	(a) In what year were the solar panels installed?		Year
	(b) Are the solar panels owned outright?	O Yes	O 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.	O Yes O Enclose	O No d O To follow

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4.7	Is the property or any part of it:		
	(a) a listed building?	O Yes	O No
		O Not know	n
	(b) in a conservation area?	O Yes	O No
		O Not know	n
	If Yes, please supply copies of any relevant documents.	D Enclosed	O To follow
4.8	Are any of the trees on the property subject to a Tree Preservation Order?	O Yes	O No
	If Yes:	O Not know	n
	11 165.		
	(a) Have the terms of the Order been complied with?	O Yes	O No
		O Not know	n

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

# 5. Guarantees and warranties

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

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

## 5.1 Does the property benefit from any of the following guarantees or warranties? If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)	O     Yes     O     No       O     Enclosed     O     To follow
(b) Damp proofing	OYesONoOEnclosedOTo follow
(c) Timber treatment	<ul><li>Yes</li><li>No</li><li>Enclosed</li><li>To follow</li></ul>
(d) Windows, roof lights, roof windows or glazed doors	OYesONoOEnclosedOTo follow
(e) Electrical work	OYesONoOEnclosedOTo follow



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O Enclosed O To follow

	(f) Roofing	0	Yes Enclosed	<ul><li>No</li><li>To follow</li></ul>
	(g) Central heating		Yes Enclosed	<ul><li>No</li><li>To follow</li></ul>
	(h) Underpinning		Yes Enclosed	<ul><li>No</li><li>To follow</li></ul>
	(i) Other (please state):	0	Yes Enclosed	<ul><li>No</li><li>To follow</li></ul>
5.2	Have any claims been made under any of these guarantees or warranties? If Yes, please give details:	0	Yes	O No
_				
6.	Insurance			
6.1	Does the seller insure the property?	Ο	Yes	O No
6.2	If not, why not?			
6.3	If the property is a flat, does the landlord insure			
0.5	the building?	0	Yes N/A	O No
6.4	Has any buildings insurance taken out by the seller ever be	een:		
	(a) subject to an abnormal rise in premiums?	0	Yes	O No
	(b) subject to high excesses?	0	Yes	O No



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	(c) subject to unusual conditions?	O Yes	O No		
	(d) refused?	O Yes	O No		
	If Yes, please give details:				
6.5	Has the seller made any buildings insurance claims? If Yes, please give details:	O Yes	O No		
Attempted to claim for water leak into cellar 2020 but insurers said not covered because due to poor maintenance					
Atten					
	Environmental matters				
7.	Environmental matters				
7. Floo Note		rregular or sim or flooding to c nment-food-r	ccur. Further		
7. Floo Note occu	oding e: Flooding may take a variety of forms: it may be seasonal or i urrence. The property does not need to be near a sea or river for mation about flooding can be found at: w.gov.uk/government/organisations/department-for-environ	rregular or sim or flooding to c nment-food-r sk.	ural-affairs.		

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 (b) Sewer flooding (c) Surface water (c) Surface water</li

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7.3	Has a Flood Risk Report been prepared? If Yes, please supply a copy.	O Yes O Enclose	<ul><li>No</li><li>No</li><li>To follow</li></ul>
	(f) Other (please state):		
	(e) River flooding	O Yes	O No
	(d) Coastal flooding	O Yes	O No

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

## Radon

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

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

If Yes:

(a) please supply a copy of the report

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

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

	O Enclosed O To follow
	O Yes O No
	O Yes O No
,	O Not known

O No

O Yes

## **Energy efficiency**

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

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

$\odot$	Enclosed O To follow
0	Already supplied



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

O Yes	O No
O Enclosed	O To follow

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

## Japanese knotweed

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

## 7.8 Is the property affected by Japanese knotweed?

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

O Yes	O No
Not know	/n
O Yes	O No
O Yes O Not know	/n
O Enclosed	I O To follow

## 8. Rights and informal arrangements

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

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

O Yes	O No
-------	------

Possibly if any of provisions in title deeds still apply but the seller is not aware that any subsist

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:

O Yes	O No
-------	------

Pre-registration deeds granted rights of way over the back road but these may have been superseded if it was later adopted



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# 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:

0	Yes	O No
$\mathbf{\nabla}$	163	

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

- (a) Rights of light
- (b) Rights of support from adjoining properties

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

O Yes	O No
O Yes	O No
O Yes	O No

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

(a) Other people's rights to mines and minerals under the land	O Yes	O No
(b) Chancel repair liability	O Yes	O No
(c) Other people's rights to take things from the land (such as timber, hay or fish)	O Yes	O No
(such as uniber, hay or hsir)		

If Yes, please give details:

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

$\odot$	Yes	0	No
		<u> </u>	

Pre-registration deeds reserve rights of way over the half of the back road included in this property but these may have been superseded if it was later adopted



## Services crossing the property or neighbouring property

8.7	Do any drains, pipes or wires serving the property cross any neighbour's property?	O   Yes   O   No     O   Not known
8.8	Do any drains, pipes or wires leading to any neighbour's property cross the property?	O Yes O No O Not known
8.9	Is there any agreement or arrangement about drains, pipes or wires?	O Yes O No O Not known
	If Yes, please supply a copy or give details:	O Enclosed O To follow

# 9. Parking

#### 9.1 What are the parking arrangements at the property?

On street parking on Leylands Lane. Some neighbours park on their back yards off the back road

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

O Yes	O No
O Not know	n

# **10. Other charges**

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

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

O Yes	O No
-------	------



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# **11. Occupiers**

11.1 Does the seller live at the property?

O Yes	O No
O Yes	O No

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

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

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

11.4	Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?	O Yes	O No
11.5	Is the property being sold with vacant possession? If Yes, have all the occupiers aged 17 or over:	O Yes	O No
	(a) agreed to leave prior to completion?	O Yes	O No
	(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.	O Yes O Enclosed	O No I O To follow

# 12. Services

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

## Electricity

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

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

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

If Yes, please supply one of the following:

- (a) a copy of the signed BS7671 Electrical Safety Certificate
- (b) the installer's Building Regulations Compliance Certificate
- (c) the Building Control Completion Certificate

O Yes	O No
2018 Second Enclosed	Year
Enclosed	
<ul><li>Yes</li><li>Not know</li></ul>	O No n
Enclosed	O To follow
O Enclosed	
O Enclosed	O To follow

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## **Central heating**

## 12.3 Does the property have a central heating system?

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.

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

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

## Drainage and sewerage

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

## 12.4 Is the property connected to mains:

(a) foul water drainage?	O Yes	O No	O Not known
(b) surface water drainage?	O Yes	O No	O 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?

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



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O No

O No

Date

Enclosed O To follow

O Enclosed O To follow

O No

Year

O Yes

O Not known

O Not known

O Not available

O

O Yes

O Yes

- (b) a sewage treatment plant?
- (c) cesspool?

O Yes O No O No O Yes

O No

Properties share

Year

Year

Year

O Yes

- 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?
- 12.7 When was the system last emptied?
- 12.8 If the property is served by a sewage treatment plant, when was the treatment plant last serviced?
- 12.9 When was the system installed?

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

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

O No O Yes O Enclosed O To follow

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



# **13. Connection to utilities and services**

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

Mains electricity	O Yes	O No	Mains gas	O Yes	O No
Provider's name Eon Next			Provider's name Eon Next		
Location of meter on wall of larger front cellar			Location of meter on wall of larger front cellar		
Mains water	O Yes	O No	Mains sewerage	O Yes	O No
Provider's name Yorkshire Water			Provider's name Yorkshire Water		
Location of stopcock on wall of smaller front cellar					
Location of meter, if any on wall of smaller front cellar	/				
Telephone	O Yes	O No	Cable	O Yes	O No
Provider's name			Provider's name		





# 14. Transaction information

- 14.1 Is this sale dependent on the seller completing the purchase of another property on the same day?
- 14.2 Does the seller have any special requirements about a moving date? If Yes, please give details:

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

## 14.4 Will the seller ensure that:

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

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

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

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

Signed

Signed:

Each seller should sign this form.

YesNoNo mortgage

O No

O No

O Yes

O Yes

O Yes	O No
O Yes	O No
O Yes	O No
O Yes	O No

Dated: 21/10/2023

Dated:



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Law Society Property Information Form

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