

Auction Pack

10 Tennis Way Baildon

Bradford BD17 5HT



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of 10 Tennis way Baildon BD17 5HT

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

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

CONDITIONAL AUCTION TERMS AND CONDITIONS

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

There are three sections:

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

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

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

Important Notice

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

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

Glossary

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

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

Wherever it makes sense:

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

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

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

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

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

CATALOGUE

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE T

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

DOCUMENTS

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

EXTRA GENERAL CONDITIONS

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

FINANCIAL CHARGE

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

GENERAL CONDITIONS

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

INTEREST RATE As specified in the CONTRACT.

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

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

ONLINE On our website.

PARTICULARS

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

PRACTITIONER

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

PRICE

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

READY TO COMPLETE

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

RESERVATION AGREEMENT

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

RESERVATION FEE

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

SALE CONDITIONS

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

SELLER

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

SPECIAL CONDITIONS

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

TENANCIES

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

TENANCY Schedule

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

TRANSFER

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

We (and Us and Our)

The AUCTIONEERS.

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

Auction Conduct Conditions

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

A1 Introduction

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

A2 OUR role

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

Payment of Reservation Fee

- 1.On the date of the RESERVATION AGREEMENT the BUYER must pay the RESERVATION FEE to the Auctioneer in the amount detailed in the "Property Details and Reservation Fee" of the RESERVATION AGREEMENT.
- 2. The RESERVATION FEE is not a part payment (a deposit) towards the purchase price of the property but a fee payable to the Auctioneer in addition to the purchase price.
- 3. The RESERVATION FEE is not refundable to the BUYER unless the SELLER withdraws from the sale during the reservation period. In all other circumstances the BUYER agrees that the RESERVATION FEE shall not be repaid to the Buyer

Grant of exclusivity for Reservation Period and Seller's obligations

- 1.Conditional upon payment of the RESERVATION FEE and due execution of the RESERVATION AGREEMENT, the Property shall be reserved to the BUYER for the Reservation Period in which time the BUYER must exchange contracts.
- 2. In consideration of the payment of the RESERVATION FEE, the SELLER agrees:
- a. That the seller has instructed the Auctioneer not to agree another reservation of this Property during the Reservation Period:
- b. During the Reservation period:
- i. Not to encumber or deal with the title to the Property.
- ii. Not to send, instruct, or allow anyone else to send any contract for sale of the Property to anyone other than the BUYER's Solicitors
- iii. To give such access to the Property as may be reasonably required by any surveyor or valuer appointed by the BUYER or the BUYER's mortgagee for the purpose of surveying and/or valuing the Property
- iv. Not to give access to any other person to view the Property nor negotiate with anyone other than the BUYER any terms for the sale of the Property
- c. To use all reasonable endeavors to proceed to a formal exchange of contracts within the Reservation Period
- d. To supply to the SELLER's Solicitors all documentation, information and authority to enable the SELLER's Solicitors to draft and negotiate the sale and purchase contract and do all work necessary to enable contracts for sale of the Property to be exchanged within the Reservation Period;

- e. To immediately instruct the SELLER's Solicitors to issue a contract for the sale of the property to the BUYER's Solicitors and to answer promptly all enquiries raised by the BUYER's Solicitors relating to the Property, to respond promptly to any amendments to the draft sale and purchase contract proposed by the BUYER's Solicitors and do all other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period, provided always that the BUYER complies with the terms of this Agreement.
- 3. The SELLER may (but shall not be obliged to) grant an extension of the Reservation Period. Any such extension shall be confirmed in writing.

Buyer's Obligations

- 1. In consideration of the undertakings given by the SELLER in the RESERVATION AGREEMENT, the BUYER agrees:
- a. To use all reasonable endeavours to proceed to a formal exchange of contracts within the Reservation Period;
- b. To immediately instruct the BUYER's Solicitors to investigate title to the Property, negotiate the draft sale and purchase agreement, raise enquiries of the SELLER and 14 any third parties about the Property and do any other work required to enable contracts for the sale of the Property to be exchanged within the Reservation Period;
- c. within five working days after the auction or acceptance of the offer:
- i. If the BUYER intends to use a loan in connection with the purchase of the Property, the BUYER shall apply to the relevant lender and complete all necessary documentation and do all such things as such lender may require to process the BUYER's application as soon as possible including the payment of any application fees;
- ii. If the BUYER or the BUYER's mortgagee or lender requires that the Property is surveyed and/or valued, the BUYER will use all reasonable endeavors to arrange for the survey and/or valuation to take place at the Property as soon as reasonably practicable including the payment of any valuation fee;
- iii. Keep the AUCTIONEER and the SELLER's solicitor advised of progress with the application for the loan.
- d. Within 5 working days of receiving draft contracts from the SELLER's solicitor, the BUYER must ensure that their nominated solicitor has raised initial enquiries in relation to the draft contract in writing with the SELLER's solicitor. If this has not been undertaken the SELLER reserves the absolute right to re-offer the Property for sale free of any obligation to the BUYER in this event the RESERVATION FEE is deemed nonrefundable.

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

Termination

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

Incorporation of Conditional Auction Terms and Conditions

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

Auctioneer's Position

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

Waiver

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

Assignment and other dealings prohibited.

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

Costs

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

General

- 1 The RESERVATION AGREEMENT constitutes the entire agreement between the BUYER and SELLER and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 2. Neither the BUYER nor the SELLER shall make, or permit any person to make, any public announcement concerning the RESERVATION AGREEMENT without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

Notices

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

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

Third Party Rights

- 3.1 Except in relation to clause 1.1, 3.1 (c)(iii), 3.2 and 6 of the RESERVATION AGREEMENT, which the Auctioneer is entitled to rely upon and enforce against the BUYER, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the RESERVATION AGREEMENT.
- 3.2 **R14 Counterparts** The RESERVATION AGREEMENT may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

3.3 Governing Law

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

Jurisdiction .

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

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 17 January 2024 shows the state of this title plan on 17 January 2024 at 13:05:55. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.

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

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H.M. LAND REGISTRY

TITLE NUMBER

WYK 471130

G

ORDNANCE SURVEY PLAN REFERENCE

SE 1438

SECTION

Scale 1/1250

COUNTY WEST

WEST YORKSHIRE

DISTRICT

BRADFORD

Crown copyright 1976





The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number WYK471130 Edition date 10.03.2008

- This official copy shows the entries on the register of title on 17 JAN 2024 at 13:05:29.
- 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 17 Jan 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

WEST YORKSHIRE : BRADFORD

(22.06.1990) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being 10 Tennis Way, Baildon, Shipley (BD17 5HT).

NOTE: Only the Ground Floor Flat is included in the title.

(22.06.1990) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:

Date : 26 May 1990

: 125 years from 26 May 1990 Term

Rent : £10

Parties : (1) City of Bradford Metropolitan Council

(2) George Barry Ward

- The registered Lease is made pursuant to Part V of the Housing Act 1985 and the land has the benefit of and is subject to the easements and rights specified in paragraph 2 of Schedule 6 of the said Act.
- 4 There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

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 number WYK471130

Title absolute

1 (22.06.1990) PROPRIETOR: GEORGE BARRY WARD of 10 Tennis Way, Baildon, Shipley, West Yorkshire BD17 5HT.

C: Charges Register

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

A charge having the priority specified in section 156 of the Housing Act 1985 to secure the liability under the covenant to repay discount contained in the lease under which the land is held.

End of register

These are the notes referred to on the following official copy

Title Number WYK471130

The electronic official copy of the document follows this message.

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

Please note that the quality of one or more pages may be poor. Unfortunately this is the best quality image we hold of the document. If you are able to obtain a better quality copy from another source we would be grateful if you would send it to us so we may update our records. Alternatively if you know who holds or may hold either a copy or the original please let us know so that we may contact that person.

Costs or expenses reasonably incurred as a result of the mistake may be recoverable as indemnity under paragraph 3 of Schedule 8, Land Registration Act 2002. However the Registrar's consent should normally be obtained before such costs are incurred. If you intend to incur costs as a result of any loss arising from the poor quality and to claim for these under the statutory compensation scheme please inform us of the steps you intend to take, what is the estimated cost and how this has been calculated. Our Practice Guide 39 - Rectification and indemnity contains further information. We appreciate that the payment of indemnity will be an inferior alternative to a better copy of the document itself.

You can view or download copies of the practice guide from our website at www.gov.uk/land-registry in English or Welsh. Alternatively, you can telephone Customer Support on 0300 006 0411 (0300 006 0422 for a Welsh-speaking service).

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

SCHOOL BY CROYDON DISTRICT LAND REGISTAL

5

LEASE

Date :

26

May

19910

Landlord:

City of Bradford Metropolitan Council

Tenant

George Barry Ward

Premises:

The flat known as 10 Tennis Way

Baildon Shipley BD17 5HT West

Yorkshire

LC/RTB.8381f/JB

11.JUN90724876

One thousand nine hundred and which BETWEEN CITY OF BRADFORD METROPOLITAN COUNCIL (hereinafter called "the Council" which expression where the context so admits shall include the reversioner for the time being expectant upon the determination of the term hereby created) of the one part and the person named in the first schedule hereto (hereinafter called "the Tehant" which expression where the context so admits shall include the successors in title and assigns of the Tenant) of the other part

WHEREAS:-

11. JUN. 1990

- (A) The premises hereby demised form part of a block of residential flats (hereinafter called "the Building") which together with the curtilage is shown on the plan annexed hereto and is hereinafter called "the Estate"
- (B) It is the intention that each of the flats within the Building shall be demised by a lease in identical terms (except as to the amount of the premium and the length of the term) to those hereof with a view to each of the tenants thereunder being able to enforce against the others the restrictions contained in the other such leases

NOW IN consideration of the premium specified in the first schedule hereto and of the rent and covenants on the part of the Tenant and the conditions hereinafter reserved and contained

THIS DEED (executed pursuant to the Housing Act 1985) WITNESSETH as follows:

1. THE Council hereby demise unto the Topant the present the

1. THE Council hereby demise unto the Tenant the property described in the second schedule hereto (hereinafter called "the demised premises") TOGETHER with the easements specified in the third schedule hereto but EXCEPTING AND RESERVING to the Council their tenants and all other persons authorised by the Council the matters mentioned in the fourth schedule hereto TO HOLD the same Unto the Tenant for a term of one hundred and twenty five years commencing on the date specified in the first schedule hereto PAYING THEREFOR in advance during the said term yearly and proportionately for any fraction of a year the sum of ten pounds without any deduction by annual payments the first to be made on the date hereof and subsequent payments to be made in each year on the anniversary of the date of this deed AND YIELDING AND PAYING by way of further rent such sums of services.

charge as are payable in accordance with the provisions of the fifth schedule hereto

- THE Tenant to the intent that the obligations may continue throughout the - 2. term hereby created covenants with the Council as follows:-
 - (1) (a) To pay the rents hereby reserved at the times and in manner aforesaid
 - (b) To pay on demand
 - (i) the entire cost incurred or to be incurred by the Council in carrying out repairs to the demised premises and a reasonable part of the cost incurred or to be incurred by the Council in carrying out repairs to the remainder of the Estate within the repairing obligations of the Council under clause 5 of this lease save such repairs as amount to the making good of structural defects (except structural defects already notified to the Tenant or of which the Council do not become aware earlier than ten years from the date of this lease)
 - complying with its obligations to insure in accordance with clause 5 of this lease or in effecting such other insurances relating to the fabric of the Building as the Council reasonably determine To pay all existing and future rates taxes assessments and outgoings payable by law in respect of the demised premises either by the owner or occupier thereof

(ii) a reasonable part of any costs incurred by the Council in

- Throughout the said term to keep the interior of the demised premises (including floorboards partitions ceilings and the plaster or other surface material applied to the walls) and all additions thereto the sanitary and water apparatus thereof and the doors windows and skylights (if any) and the frames and glass of the doors windows and skylights (if any) in good and tenantable repair and condition
 - In the fifth year of the term and in every subsequent fifth year thereafter to paint with two coats at least of good quality paint in a workmanlike manner all the internal woodwork and other

painted and after every such painting colour and paper all such parts as have previously been so dealt with

- Or permit or suffer to be made any alterations in or additions to the demised premises nor to cut maim or injure or permit or suffer to be cut maimed or injured any of the walls partitions timbers or structural steelwork thereof such provision to be in addition to and not in substitution for the requirements of any statute regulation or order relating thereto
- necessary appliances to enter upon the demised premises at all reasonable times for the purpose of viewing the condition of the demised premises or of doing such works and things as may be required for any repairs alterations or improvements to the demised premises and the gas and water pipes electric cables drains and services in or under or passing through the same And upon notice given by the Council to execute any repairs required by such notice and if the Tenant shall not execute such repairs within twenty one days of the date of the service upon the Tenant of such notice the Council may themselves execute such repairs and the costs incurred in so doing (as certified by the Council) shall be a debt recoverable from the Tenant by the Council in any Court of competent jurisdiction
- the Council and the lessees or tenants of any adjoining or neighbouring premises belonging to the Council and their respective duly authorised surveyors servants agents and workmen upon giving (save in cases of emergency) at least twenty four hours previous written notice to enter and remain upon the demised premises at all times so far as may be necessary in order to examine repair or rebuild any adjoining or contiguous premises belonging to the Council or to cleanse empty or repair any of the

sewers drains or gutters from the same and also in case any dispute or controversy shall at any time arise between the Tenant and the tenants or occupiers of any adjoining or contiguous premises belonging to the Council relating to the said sewers drains or gutters or to any easements or privileges whatsoever affecting or relating to the demised premises or any adjoining or contiguous premises belonging to to the Council to allow the same from time to time to be settled and determined by the Council

- Not to do or permit or suffer to be done anything whereby any policy or policies of insurance affecting the demised premises may become void or voidable or whereby the premium thereon may be increased (and in the event of any breach of this sub-clause to reimburse to the Council any such increase of premium)
- (9) To indemnify the Council against all claims costs damages and expenses whatsoever arising out of the occupation or use of the demised premises by the Tenant and in particular in respect of claims by other tenants of the Council of premises adjoining or near to the demised premises whether such claims are occasioned by the wilful act or default of the Tenant or not
- (10) (a) To use and occupy the demised premises as a private dwelling only
 - (b) Not to carry on or permit or suffer to be carried on in or upon the demised premises any trade or business whatsoever
 - (c) Not to use the demised premises or any part thereof for the manufacture distribution sale or supply of intoxicating liquors
 - (d) That the demised premises shall not be used:-
 - (i) for any illegal or immoral purpose
 - (ii) in such a way as in the opinion of the Council might cause a nuisance or annoyance to the Council or to the owners or occupiers of adjoining property
- (11) Forthwith to notify the Council in writing of any notices served by any competent authority and with all due speed to comply with such of the said notices as are effective and to keep the Council

indemnified from and against all actions costs claims demands and liability in respect thereof

- (12) Not without the prior consent in writing of the Council to keep livestock animal or birds of any description on the demised premises
- (13) Not without the previous consent in writing of the Council to erect or permit to be erected on the demised premises any external radio or television aerial or installation nor to remove or require the removal by any person of any cable at present laid in or affixed to the demised premises and used for the transmission of radio television or telephone signals
- (14) Not to hold or permit or suffer to be held any auction upon the demised premises or upon any part thereof
- (15) To keep the demised premises clean
- (16) To provide suitable receptacles for all refuse and to deposit all refuse therein and to arrange for the emptying thereof at frequent and adequate intervals PROVIDED THAT where a chute is installed in the Building for the disposal of refuse it shall be sufficient for the Tenant to deposit all refuse from the demised premises in the chute in such quantity or size so as not to obstruct or block the said chute
- (17) (i) Not to assign or underlet the demised premises or any part thereof without procuring a covenant by the assignee underlessee or undertenant directly with the Council to pay the rent and other moneys hereby reserved and made payable and to observe and perform the Tenant's covenants and the conditions herein contained and to which this demise is subject the form of such covenant as aforesaid to be previously approved by the Council's solicitor whose costs in the matter (being one five-hundredth part of the value of the demised premises at the time of submission for such approval) shall be borne by the Tenant and a duly executed and properly stamped duplicate of the document evidencing the assignment or underletting shall be delivered to the Council's

- solicitor for retention by the Council within fourteen days after the completion thereof
- (iii) Within one month of every devolution of title relating to the demised premises or any part thereof (other than under (i) above) to give notice thereof in writing to the Council and in the case of a devolution of the interest of the Tenant not perfected by an assent within twelve months of the happening thereof to produce to the Council the probate of the will or the letters of administration under which the devolution arises and to pay to the Council in respect of each such devolution a registration fee of an amount equal to a one thousandth part of the value of the demised premises at the time when such notice is given
- Not to store or bring upon or permit or suffer to be stored or brought upon the demised premises or any part thereof any articles or substances of a specially combustible inflammable or dangerous nature and in particular not to use or allow to be used thereon any paraffin heaters or liquid petroleum gas
- (19) To pay all expenses (including solicitor's costs and surveyor's fees) incurred by the Council incidental to the preparation and service of a notice under section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the Court
- (20) To pay all expenses including solicitor's costs and surveyor's fees incurred by the Council of and incidental to the service of all notices and schedules relating to wants of repair of the demised premises whether the same be served during or after the expiration or sooner determination of the term hereby granted (but relating in all cases to such wants of repair that accrued not later than the expiration or sooner determination of the said term as aforesaid)
- (21) To yield up the demised premises with the fixtures and fittings and additions thereto (but not such fixtures as shall belong to the Tenant) at the determination of the term hereby created in

good and tenantable repair and condition and otherwise in accordance with the covenants hereinbefore contained

- 3. The Tenant hereby further covenants with the Council that if within the period specified in section 155(2) of the Housing Act 1985 or any statutory modification or enactment thereof there is a relevant disposal of the demised premises falling within the meaning of the Housing Act 1985 the Tenant will pay to the Council on demand the amount specified in the First Schedule hereto as being the discount allowed on this transaction or such proportion thereof as shall be required by statute
- 4. The Council hereby covenant with the Tenant as follows:-
 - (a) That the Tenant paying the rent hereby reserved and observing and performing the several covenants and stipulations herein on his part contained shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council or any person rightfully claiming under or in trust for the Council
 - (b) That so long as the Tenant shall not be in arrear in payment of the rent secondly hereinbefore reserved as set out in the fifth schedule hereto the Council will observe and perform the covenants set out in the sixth schedule hereto
- 5. THE Council hereby further covenant with the Tenant as follows:
 - (a) to keep in repair the structure and exterior of the demised premises and the Building (including drains gutters and external pipes) and to make good any defects affecting that structure
 - (b) to keep in repair any other property over or in respect of which the Tenant has rights as specified in the third schedule hereto
 - (c) to ensure so far as practicable that services which are to be provided by the Council and to which the Tenant is entitled (whether by himself or in common with others) are maintained at a reasonable level and to keep in repair any installation connected with the provision of those services
 - (d) to rebuild or reinstate the Building in the case of destruction or damage by fire tempest flood or any other cause against the risk of which it is normal practice to insure

- (e) to insure the demised premises and the Building in their respective full re-building costs against the destruction or damage of the whole or any part of the demised premises or of the Building by fire explosion aircraft or articles dropped therefrom
- 6. PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED as follows:-
 - (1) If and whenever during the said term the rents hereby reserved or any part thereof shall be unpaid for twenty one days after becoming payable (whether formally demanded or not) or if and whenever there shall be any breach or non-performance or non-observance of any of the covenants on the part of the Tenant herein contained then and in any of the said cases it shall be lawful for the Council at any time thereafter and notwithstanding the waiver of any previous right of re-entry to re-enter upon the demised premises or any part thereof in the name of the whole and thereupon this demise shall absolutely determine but without prejudice to the right of action of the Council in respect of any antecedent breach of the covenants on the part of the Tenant herein contained
 - If any part of the said rents shall be in arrear for twenty one days whether legally demanded or not it shall be lawful for the Council to enter into and distrain upon the demised premises or any part thereof and to dispose of the distresses there found in due course of law and apply the proceeds thereof in or towards the payments of rent in arrear and all costs charges and expenses occasioned by the non-payment thereof and so that the power of the Council to distrain upon the demised premises for rent and other moneys in arrear shall extend to any tenants fixtures and fittings not otherwise by law distrainable which may from time to time be thereon
 - (3) In any case in which the demised premises are damaged by any insured risk any insurance moneys shall be paid to the Council insofar as necessary to fund the reinstatement or rebuilding of the Building

- In the event of the Council at any time during the term hereby created introducing a communal cleaning service or other communal services in relation to the Building or the Estate the Tenant shall pay a part of the cost thereof referable to the demised premises calculated on the basis of the ratio of the gross annual value of the demised premises to the aggregate of the gross annual values of all the flats in the Building and such cost shall thenceforth become part of "expenditure on services" as defined in the fifth schedule hereto
- (5) Any sum payable hereunder by the Tenant shall be deemed to be exclusive of value added tax and the amount of such tax payable thereon (whether by the Council or the Tenant) shall be paid by the Tenant to the Council
- (i) Any notice required to be served hereunder shall be sufficiently served on the Tenant if left addressed to the Tenant or forwarded to the Tenant at the demised premises by registered post or recorded delivery and shall be sufficiently served on the Council if left or forwarded by registered post or recorded delivery to the Council at the City Hall Bradford and a notice sent by post shall be deemed to be given at the time when it ought in due course of post to be delivered to the address to which it is sent
 - (ii) Any consents permissions or approvals granted hereunder by the Council shall be in writing
- (7) In this lease where the context so admits:-
 - (a) Words importing the masculine gender shall include the feminine gender and vice versa
 - (b) Words importing the singular number only include the plural number and vice versa
 - (c) Where there are two or more persons included in the expression "the Tenant" covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally
- 7. It is hereby certified that the transaction hereby effected does not form

part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration other than rent exceeds Thirty thousand pounds

IN WITNESS whereof the parties hereto have executed this deed the day and year first hereinbefore written

THE FIRST SCHEDULE

(lease particulars)

Name of the Tenant

George Barry Ward

Premium on grant of Lease

Five thousand and seventy nine pounds

Commencement of Term

26 May 1990

Discount

Eleven thousand eight hundred and fifty one pounds

THE SECOND SCHEDULE

(the demised premises)

ALL THOSE the rooms situate on the Ground floor of the Building and comprising the flat known as 10 Tennis Way Baildon Shipley BD17 5HT West Yorkshire which said premises are shown edged red on the plan annexed hereto

THE THIRD SCHEDULE

(rights granted to the Tenant)

- (1) Full rights of support from the land on which the Building stands and all adjoining and neighbouring land of the Council and of support shelter and protection from all other parts of the Building (capable of providing the same) for the demised premises
- (2) The user in common with the Council and their other tenants and all persons entitled thereto of the entrance hall staircases lift (if any) and passages leading to the demised premises and also of the water pipes electric and other wires flues and drains in the Building for the service of the demised premises
- (3) A right of way (in common with the Council and all other persons entitled to a like right) at all times and for all purposes connected with enjoyment of the demised premises as a private residence over the footpaths and roads

on the Estate

- (4) The right (in common as aforesaid) to place and keep a dustbin or other suitable receptacle for the deposit of household refuse in the dustbin enclosure or upon the area (if any) shown coloured blue on the said plan
- (5) The right (in common as aforesaid) to use the land (if any) shown coloured green on the said plan as a clothes drying area in connection with the demised premises

THE FOURTH SCHEDULE

(rights reserved to the Council)

- (1) The free and uninterrupted passage of water and soil through the water and soil pipes and drains of gas through the gas pipes and meters and of electricity through the electric wires or meters in on or passing through the demised premises
- (2) Full rights of support shelter and protection from the demised premises for all other parts of the Building capable of enjoying the same
- (3) The full right and liberty at any time hereafter and from time to time to execute works and erections or to alter and rebuild any of the buildings for the time being erected on their adjoining and neighbouring lands in such manner as they may think fit notwithstanding that interference may thereby be caused to the access of light and air to the demised premises
- (4) A right of way (in common with the Tenant and all other persons entitled to the like right) at all times and for all purposes connected with the enjoyment of their adjoining and neighbouring property over any footpath and passageway included in the demised premises

THE FIFTH SCHEDULE

(service charge)

- 1. In this Schedule:-
 - (i) "Expenditure on services" means the expenditure of the Council in complying with their obligations set out in clause 5 hereof and in the sixth schedule hereto including interest paid on any money borrowed for that purpose
 - (ii) "Service charge" shall be such fraction of expenditure on services as

(having regard to the gross annual value of the dwelling comprised in the demised premises and all other parts of the Building (but not the common parts) ascertained at the commencement of the then current accounting period) the gross annual value of the dwelling comprised in the demised premises shall bear to the aggregate of the gross annual values of all parts of the Building (including the dwelling comprised in the demised premises but not the common parts)

- .(iii) "Interim service charge instalment" means a payment on account of the service charge based in the first instance on an estimated annual expenditure on services equal to the aggregate of the estimated service charges as already notified to the Tenant and apportioned for the following periods:-
 - (a) from the date hereof up to but not including the first day of April or October whichever falls first after the date hereof; and
 - (b) on and from either the said first day of April or October until service upon the Tenant of the first service charge statement showing the actual expenditure incurred on services for a full year

and thereafter one half of the service charge shown on the last service charge statement last served on the Tenant

- (iv) "Service charge statement" means an itemised statement of:-
 - (a) the expenditure on services for a full year expiring on the thirty first day of March in any year (which shall be the accounting period)
 - (b) the amount of the service charge due in respect thereof (any apportionment necessary at the beginning or end of the term hereby granted shall be made on the assumption that expenditure on services is incurred at a consistent daily rate) and
 - (c) sums to be credited against that service charge being the interim service charge instalment paid by the Tenant for that year or accounting period and any service charge excess from the previous year or accounting period accompanied by a certificate that in the opinion of the Council the statement is a fair summary of the expenditure on

services set out in a way which shows how it is or will be reflected in the service charge

- (v) "Service charge deficit" means the amount by which the service charge shown on a service charge statement exceeds any credit shown thereon
- (vi) "Service charge excess" means the amount by which any credits shown on a service charge statement exceed the service charge shown thereon
- 2. The Council shall keep a detailed account of the expenditure on services and shall procure that a service charge statement is prepared for every such year or period and served on the Tenant by sending him a copy thereof
- 3. On the execution hereof and thereafter on the first days of April and October in each year the Tenant shall pay to the Council in advance an interim service charge instalment
- 4. Forthwith upon service on him of a service charge statement the Tenant shall pay to the Council any service charge deficit shown thereon
- 5. Forthwith upon the preparation of a service charge statement the Council shall pay to the Tenant any service charge excess shown thereon PROVIDED that if the service charge excess does not exceed five per cent of the expenditure on services in respect of the then current accounting period the Council may retain the service charges excess and set off the same against any sums due or to become due under this deed
- 6. Every service charge statement shall be conclusive as to the information shown therein

THE SIXTH SCHEDULE

(the Council's obligations subject to reimbursement)

- 1. To repair the Estate (except such parts thereof as the Tenant covenants in this lease to repair)
- 2. To arrange for the regular inspection and servicing of the boilers lifts (if any) and other specialist plant and equipment in the Building and to repair modernise and replace the same whenever in the opinion of the Council this is necessary
- 3. To repair or (as appropriate) to contribute to the cost of repair of any party walls and other facilities used in common by the occupiers of the Estate and the owners or occupiers of neighbouring properties

4. (a) In every fifth year of the term hereby granted to paint or otherwise treat all parts of the exterior of the Building hitherto painted or treated (b) In every seventh year of the term hereby granted to paint or otherwise treat the hallway staircase lift (if any) and all other parts of the interior of the Building used in common by the tenants of more than one flat hitherto painted or otherwise treated

- 5. To comply with all orders notices regulations or requirement of any competent authority pursuant to any statute requiring any alteration modification addition and other such work on or to the Estate or any part thereof except when the property affected is comprised wholly within the demised premises or the premises comprised in a lease in like form to these presents
- 6. Forthwith to make good all damage done to the demised premises or to the premises forming part of the Building demised by a lease in like form to these presents in the course of fulfilling any of the obligations of the Council hereunder
- 7. To provide from any communal boilers in the Building
 - (i) an adequate supply of hot water for domestic purposes
 - (ii) adequate heating for the Building between 7 a.m. and 11 p.m. between first day of October and thirtieth day of April or such longer period as the Council shall decide
 - PROVIDED that the Council shall not be liable for the consequences of any failure due to circumstances beyond their control
- 8. To keep all parts of the Estate used in common by the tenants of more than one flat lighted
- 9. To keep any gardens of the Estate adequately stocked and tidy
- 10. To provide such signs as the Council from time to time consider expedient for the management direction and safety of pedestrians and vehicles using the Estate and for the regulation of parking thereon
- 11. Where a refuse disposal chute is installed in the Building to provide an adequate container to receive the household refuse deposited in such chute
- 12. To insure on such terms as the Council think fit against the liability of the Council for injury or damage to any person (whether or not a tenant

of part of the Estate) entering upon the Estate

- 13. To pay to the appropriate authorities respectively responsible for collecting the same all rates taxes and outgoings in respect of any part of the Estate used in common by the tenants of more than one flat including any imposed or becoming payable after the date hereof and whether or not of a novel nature
- 14. To insure on such terms as the Council think fit the boilers lift (if any) and other specialised plant in the Building
- 15. To keep accounts and records of all sums expended in complying with the obligations imposed by this schedule
- 16. In the management of the Estate and the performance of the obligations of the Council hereunder to employ or retain the services of any employee agent consultant contractor engineer and any professional adviser that the Council may reasonably require

THE COMMON SEAL of City of Bradford Metropolitan Council was hereunto affixed in the presence of:-

Haml A ment

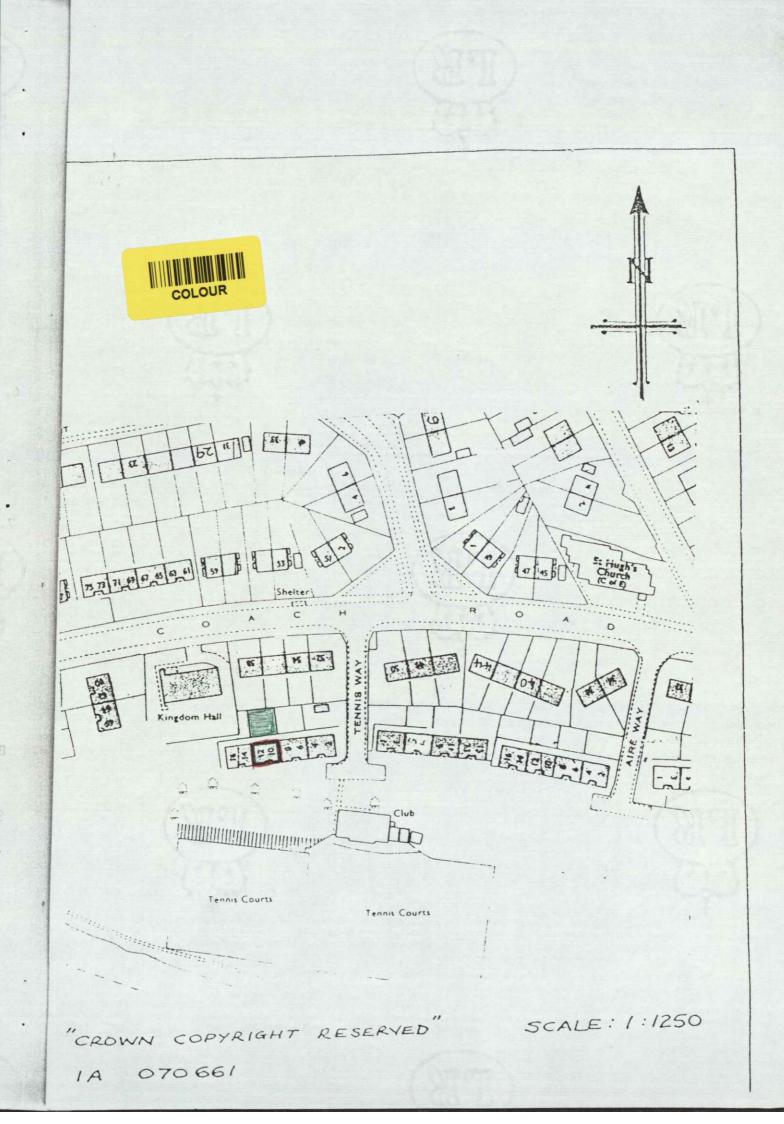
Director of Legal Services

Assistant

46048

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

Janet h. Smith Solveitor Shipley





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

Address of the property	10 Tennis Way Baildon Postcode B d 1 7 5 h t
Full names of the seller	Carl Barry Ward
Seller's solicitor Name of solicitor's firm	TBC
Address	
Email	
Reference number	

About this form

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

Definitions

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

Instructions to the seller

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

Instructions to the buyer

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

1. Boundaries

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

		epts res	sponsibility
(a) on the left?	Seller		Neighbour Not known
(b) on the right?	Seller		Neighbour Not known
(c) at the rear?	Seller Shared		Neighbour Not known
(d) at the front?	Seller Shared		Neighbour Not known
If the boundaries are irregular please indic reference to a plan:	cate ownership by w	ritten de	escription or by
moved in the last 10 years or during the se	eller's period	Yes	✓ No
During the seller's ownership, has any adjor property been purchased by the seller? If Yes, please give details:		Yes	✓ No
	(a) on the left? (b) on the right? (c) at the rear? (d) at the front? If the boundaries are irregular please indice reference to a plan: Is the seller aware of any boundary feature moved in the last 10 years or during the self of ownership if longer? If Yes, please give During the seller's ownership, has any adjor property been purchased by the seller?	to maintain or repair the boundary features: (a) on the left? Seller Shared (b) on the right? Seller Shared (c) at the rear? Seller Shared (d) at the front? Seller Shared If the boundaries are irregular please indicate ownership by w reference to a plan: 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: During the seller's ownership, has any adjacent land or property been purchased by the seller?	(a) on the left? Seller Shared (b) on the right? Seller Shared (c) at the rear? Seller Shared (d) at the front? Seller Shared (d) at the front? Seller Shared (e) Shared (for the boundaries are irregular please indicate ownership by written dereference to a plan: 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: During the seller's ownership, has any adjacent land or property been purchased by the seller?

1.5	Does any part of the property or any building on the property overhang, or project under, the boundary of	Yes	✓ No
	the neighbouring property or road, for example cellars under the pavement, overhanging eaves or covered walkways? If Yes, please give details:		
1.6	Has any notice been received under the Party Wall etc. Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:	Yes Enclosed	✓ No d ☐ To follow
2 .	Disputes and complaints		
2.1	Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:	Yes	✓ No
2.2	Is the seller aware of anything which might lead to	Yes	✓ No
	a dispute about the property or a property nearby? If Yes, please give details:		110
3.	Notices and proposals		
3.1	Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or	Yes	✓ No
	government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:		

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?	Ye	es	✓ N	o
	If Yes, please give details:				
4 .	Alterations, planning and building of	contr	ol		
form comprod authorsche Pers sche Note value follov	Note to seller: All relevant approvals and supporting paperwork referred to in section 4 of this form, such as listed building consents, planning permissions, Building Regulations consents and completion certificates should be provided. If the seller has had works carried out the seller should produce the documentation authorising this. Copies may be obtained from the relevant local authority website. Competent Persons Certificates may be obtained from the contractor or the scheme provider (e.g. FENSA or Gas Safe Register). Further information about Competent Persons Certificates can be found at: https://www.gov.uk/guidance/competent-person-scheme-current-schemes-and-how-schemes-are-authorised Note to buyer: If any alterations or improvements have been made since the property was last valued for council tax, the sale of the property may trigger a revaluation. This may mean that collowing completion of the sale, the property will be put into a higher council tax band. Further information about council tax valuation can be found at: http://www.gov.uk/government/organisations/valuation-office-agency				
4. 1	Have any of the following changes been made to the whol (including the garden)?	e or any	part of	tile p	roperty
	(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:	Ye	es	✓ N	0
		Ye	es	V N	0
	conversion, removal of internal walls). If Yes, please give	Ye	es	V N	0
	conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:				
	conversion, removal of internal walls). If Yes, please give	Ye		N	
	conversion, removal of internal walls). If Yes, please give details including dates of all work undertaken:		es	V N	o ear

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 development rights applied or the work was exempt from Buil				
	ner information about permitted development can be found at: s://www.planningportal.co.uk/info/200126/applications				
4.3	Are any of the works disclosed in 4.1 above unfinished? If Yes, please give details:	Yes No			
4.4	In the college aware of any breaches of planning				
4.4	Is the seller aware of any breaches of planning permission conditions or Building Regulations	Yes V 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				
4.5	to resolve? If Yes, please give details:	Yes V No			
4.6	Have solar panels been installed?	Yes No			
	If Yes:				
	(a) In what year were the solar panels installed?	Year			
	(b) Are the solar panels owned outright?	Yes No			
	(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents e.g. copies of electricity bills for feed in tariffs.	Yes No No Enclosed To follow			

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

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

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

	(d) Coastal flooding	Yes	☐ No
	4.5 = 1.0		
	(e) River flooding	Yes	No
	(f) Other (please state):		
7.3	Has a Flood Risk Report been prepared?	Yes	No
	If Yes, please supply a copy.	Enclosed	To follow
	ner information about the types of flooding and Flood Risk orts can be found at: www.gov.uk/government/organisations/	environment-a	gency.
Rad	lon		
Engla propa Rado	e: Radon is a naturally occurring inert radioactive gas found in the and and Wales are more adversely affected by it than others. Referties with a test result above the 'recommended action level'. For can be found at: www.gov.uk/government/organisations/pwww.publichealthwales.wales.nhs.uk.	emedial action i urther informati	s advised for on about
7.4	Has a Radon test been carried out on the property?	Yes	✓ No
	If Yes:		
	(a) please supply a copy of the report	Enclosed	To follow
	(b) was the test result below the 'recommended action level'?	Yes	No
7.5	Were any remedial measures undertaken on construction to reduce Radon gas levels in the property?	Yes Not know	No No
Ene	ergy efficiency		
prop	Note: An Energy Performance Certificate (EPC) is a document that gives information about a property's energy usage. Further information about EPCs can be found at: https://www.gov.uk/buy-sell-your-home/energy-performance-certificates		
7.6	Please supply a copy of the EPC for the property.	Enclosed Already s	✓ To follow upplied

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

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

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

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

Central heating

12.3 Doe	s the property have a central heating sys		Yes	/	No			
If Ye	es:							
	What type of system is it (e.g. mains gas, liquelectricity, etc.)?	at type of system is it (e.g. mains gas, liquid gas, ctricity, etc.)?						
1 Áp certi	When was the heating system installed? If or oril 2005 please supply a copy of the 'comple' ficate' (e.g. CORGI or Gas Safe Register) or eptional circumstances' form.	e supply a copy of the 'completion DRGI or Gas Safe Register) or the						
(c) l	s the heating system in good working order?			Yes		No		
	n what year was the heating system last sern ntained? Please supply a copy of the inspect		Not know Enclosed	ı 🗌	Year To follow			
Drainag	e and sewerage			Tiotavan	abic			
	ther information about drainage and sewera .uk/government/organisations/environme		d at:					
12.4 Is th	ne property connected to mains:							
(a) f	oul water drainage?	Yes		No [N	ot known		
(b) s	surface water drainage?	✓ Yes		No [N	ot known		
	both questions in 12.4, please continue to and do not answer 12.5–12.10 below.	o section 13 'C	onn	ection to	utilit	ies and		
12.5 Is so	ewerage for the property provided by:							
(a) a	a septic tank?			Yes	✓	No		
discharge possible: • cor • ins dis • rep You must 12 month	nnect to mains sewer tall a drainage field (also known as an info charge to ground instead place your septic tank with a small sewag t have plans in place to carry out this wor ss.	o one of the fo	em) s	ving as so	oon a	s ank can , typically		
12.5.1 WI	hen was the septic tank last replaced or u	ipgraded?				Month Year		

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

13. Connection to utilities and services

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

Mains electricity	Yes No	Mains gas	✓ Yes No
Provider's name British Gas		Provider's name British Gas	
Location of meter		Location of meter	
Mains water	Yes No	Mains sewerage	✓ Yes No
Provider's name Yorkshire water	_	Provider's name Yorkshire water	
Location of stopcock			
Location of meter, if	any		
Telephone	✓ Yes No	Cable	Yes No
Provider's name Not known		Provider's name	

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

Signed: Carl Ward	Dated: 20.1.2024
Signed:	Dated:

Each seller should sign this form.



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

Law Society Fittings and Contents Form (3rd edition)

Address of the property	10 Tennis Way Baildon Postcode Bd175Ht
Full names of the seller	Carl Barry Ward
Seller's solicitor	
Name of solicitor's firm	TBC
Address	
Email	
Reference number	
About this form	The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller.

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

Definitions

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





Instructions to the seller and the buyer

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

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

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

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

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

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

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

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

1 Basic fittings (contin	ued)						
	li	ncluded	Excluded	None	Pri	ce	Comments
Electric sockets		~			Nil		
Burglar alarm				V			
Other items (please specify)							
2 Kitchen							
Notes la this section also se			4 4 .		£;44 - J -	f	_
Note: In this section please a	aiso ind	icate wr	ietner th	e item is	titted o	r treestandir	1g.
	Fitted	Free- standing	Included	Excluded	None	Price	Comments
Hob		~				Nil	
Extractor hood					✓		
Oven/grill		✓				Nil	
Cooker		<u>~</u>				Nil	
Microwave					∠		
Refrigerator/fridge-freezer					<u>~</u>		
Freezer					∠		
Dishwasher					✓		
Tumble-dryer					∠		
Washing machine					✓		
Other items (please specify)							

	A
3	Bathroom

	Included	Excluded	None	Price	Comments
Bath	~			Nil	
Shower fitting for bath			V		
Shower curtain			✓		
Bathroom cabinet			∠		
Taps	•			Nil	
Separate shower and fittings			∠		
Towel rail			∠		
Soap/toothbrush holders			∠		
Toilet roll holders			✓		
Bathroom mirror			~		

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

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	~			Nil	
Living room	~			Nil	
Dining room			∠		
Kitchen				Nil	
Bedroom 1	~			Nil	
Bedroom 2					
Bedroom 3					
Other rooms (please specify)					

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

	Included	Excluded	None	Price	Comments
Hall, stairs and landing			✓		
Living room			<u> </u>		
Dining room			•		
Kitchen	~			Nil	
Bedroom 1			✓		
Bedroom 2			<u> </u>		
Bedroom 3			✓		

7	Fitted units (continued)					
		Included	Excluded	None	Price	Comments

	Included	Excluded	None	Price	Comments
Other rooms (please specify)					

Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture			~		
Garden ornaments			∠		
Trees, plants, shrubs			~		
Barbecue			✓		
Dustbins			∠		
Garden shed			~		
Greenhouse			•		
Outdoor heater			~		
Outside lights			•		
Water butt			•		
Clothes line			V		
Rotary line			~		
Other items (please specify)					

9 Television and telephone					
	Included	Excluded	None	Price	Comments
Telephone receivers	~			Nil	
Television aerial	~			Nil	
Radio aerial			<u> </u>		
Satellite dish			/		
40 Charle of final					
10 Stock of fuel					
	Included	Excluded	None	Price	Comments
Oil			•		
Wood			~		
Liquefied Petroleum Gas (LPG)			✓		
11 Other items					
11 Other items					
		Included	Excluded	Price	Comments
Carl Ward					
Signed:				Date	d: 20.1.2024
Signed:				Date	ed:

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

Each seller should sign this form.

Energy performance certificate (EPC)

10 Tennis Way
Baildon
SHIPLEY
BD17 5HT

Energy rating
Valid until: 18 January 2034

Certificate number: 8118-1194-9002-0299-5402

Property type Ground-floor flat

Total floor area 47 square metres

Rules on letting this property



You may not be able to let this property

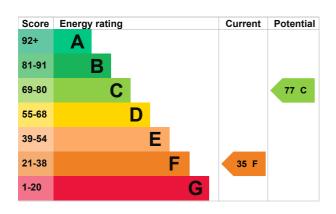
This property has an energy rating of F. It cannot be let, unless an exemption has been registered. You can read <u>guidance for landlords on the regulations and exemptions</u> (https://www.gov.uk/guidance/domestic-private-rented-property-minimum-energy-efficiency-standard-landlord-guidance).

Properties can be let if they have an energy rating from A to E. You could make changes to improve this property's energy rating.

Energy rating and score

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

See how to improve this property's energy efficiency.



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	Cavity wall, filled cavity	Average
Window	Mostly double glazing	Average
Main heating	Room heaters, mains gas	Average
Main heating control	No thermostatic control of room temperature	Poor
Hot water	Electric immersion, standard tariff	Very poor
Lighting	No low energy lighting	Very poor
Roof	(another dwelling above)	N/A
Floor	Solid, no insulation (assumed)	N/A
Secondary heating	Portable electric heaters (assumed)	N/A

Primary energy use

The primary energy use for this property per year is 510 kilowatt hours per square metre (kWh/m2).

How this affects your energy bills

An average household would need to spend £2,736 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 £1,899 per year** if you complete the suggested steps for improving this property's energy rating.

This is **based on average costs in 2024** 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:

- 3,310 kWh per year for heating
- 4,736 kWh per year for hot water

Impact on the environment

This property's environmental impact rating is E. It has the potential to be C.

Properties get a rating from A (best) to G (worst) on how much carbon dioxide (CO2) they produce each year.

Carbon emissions

An average household produces

6 tonnes of CO2

This property produces 4.1 tonnes of CO2

This property's 1.5 tonnes of CO2
potential production

You could improve this property's CO2 emissions by making the suggested changes. This will help to protect the environment.

These ratings are based on assumptions about average occupancy and energy use. People living at the property may use different amounts of energy.

Changes you could make

Step	Typical installation cost	Typical yearly saving
1. Floor insulation (solid floor)	£4,000 - £6,000	£136
2. Insulate hot water cylinder with 80 mm jacket	£15 - £30	£882
3. Low energy lighting	£15	£60
4. Condensing boiler	£3,000 - £7,000	£821

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	Daniel Beresford
Telephone	01274292241
Email	daniel@boxpropertysolutions.com

Contacting the accreditation scheme

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

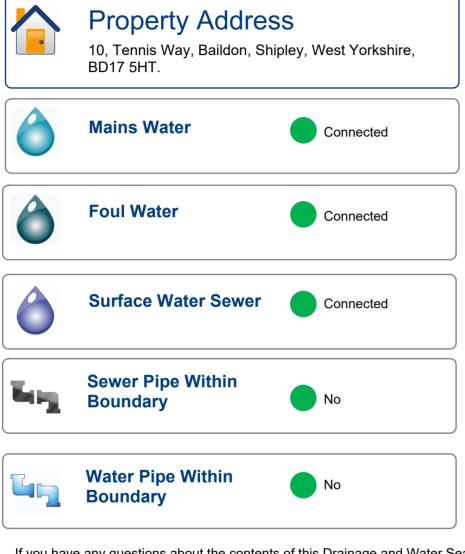
Accreditation scheme	Quidos Limited	
Assessor's ID	QUID210452	
Telephone	01225 667 570	
Email	<u>info@quidos.co.uk</u>	
About this assessment Assessor's declaration	No related party	
Date of assessment	19 January 2024	
Date of certificate	19 January 2024	
Type of assessment	RdSAP	

OneSearch •



Drainage and Water Search

Prepared for: LEAS Division - Landmark Information Group Limited <tim.marsden@landmark.co.uk>



About Your Search

Date:

23/01/2024

Search Type:Drainage and Water Search

Sewer Undertaker

Yorkshire Water Services Ltd

Our Reference:

D03009015

Your Reference:

Searches/BD175HT/WYK471130

Report Prepared by:

Fiona Mathieson

Invoice Number:

E24863142

Legend

Typical response

Caution - please refer to relevant question

Needs attention

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

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



6th Floor, Skypark 1, 8 Elliot Place, Glasgow, G3 8EP Freephone 0800 052 0117

www.onesearchdirect.co.uk

Registered in Scotland under No. SC230285.

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Report Reference D03009015

10, Tennis Way, Baildon, Shipley, West Yorkshire, BD17 5HT.

Drainage Map

Enclosed

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

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

Map of Waterworks

Enclosed

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

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

Foul Water

Connected

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

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

Note:

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

Surface Water

Connected

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

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

Note:

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

Surface Water

See Detail

No

2.3 Is a surface water drainage charge payable?

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

Drainage Assets within Boundary



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

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

Notes

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

Report Reference D03009015

Insured

10, Tennis Way, Baildon, Shipley, West Yorkshire, BD17 5HT.

Surface Water

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

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

Public Sewer



Yes

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

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

Note:

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

Public Sewer



Insured

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

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

Adoption



No

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

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

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

Building Over Agreements



See Detail

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

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

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

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

Report Reference D03009015

10, Tennis Way, Baildon, Shipley, West Yorkshire, BD17 5HT.

Internal Flooding

Insured

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

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

Sewage Treatment Works



Insured

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

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

Mains Water

Connected

3.1 Is the property connected to mains water supply?

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

Note:

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

Water Assets within Boundary



No

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

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

Note:

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

Adoption



No

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

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

Note:

Where the property is part of an established development it would not normally be subject to an adoption agreement under Section 104 of the Water Industry Act 1991.

Report Reference D03009015

10, Tennis Way, Baildon, Shipley, West Yorkshire, BD17 5HT.

Water Pressure

Insured

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

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

Water Supply Classification

See Detail

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

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

Water Meter

See Detail

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

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

Sewerage Undertaker

See Answer

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

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

Water Undertaker

See Answer

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

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

Sewerage Service Billing

See Detail

4.2 Who bills the property for sewerage services?

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

Water Service Billing

See Detail

4.3 Who bills the property for water services?

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

Charging Basis

See Detail

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

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

Drainage and Water Search

Report Reference D03009015

10, Tennis Way, Baildon, Shipley, West Yorkshire, BD17 5HT.

Public Sewer



Insured

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

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

Drainage and Water Search

10, Tennis Way, Baildon, Shipley, West Yorkshire, BD17 5HT.

Terms and Conditions

The Search Company

1. This Search Report was prepared by: **OneSearch Direct Limited** 2nd Floor Skypark 1 **8 Elliot Place** Glasgow **G3 8EP**

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

(Referred to as "OneSearch").

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

Terms for Preparation of Search

- 4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.
- 5. The necessary searches to prepare this report were completed on the date of issue as specified on the coversheet. This report has been compiled by either a physical examination of public records or the firm's own current records.

Legal Issues

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

Liability

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

Complaints Procedure

Report Reference

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

D03009015

If you make a complaint, we will:

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

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

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

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

Tel

Drainage and Water Map



THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY

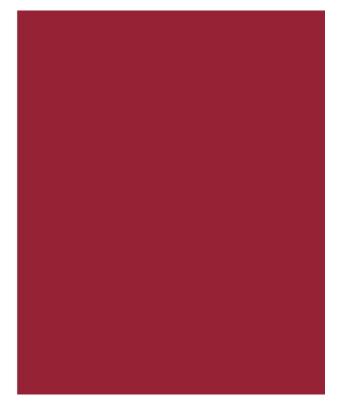
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NOTES

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

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



PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)

ISSUED BY STEWART TITLE LIMITED

stewart title



POLICY SUMMARY

keyfacts

POLICY TYPE
Personal Search (DW Errors and Omissions and Missing

Answers)

INSURER'S ADDRESS

Stewart Title Limited

THE INSURER

6 Henrietta Street, London, WC2E 8PS

POLICY TERM
In Perpetuity from the Policy Date

TO THE POLICYHOLDER

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

TO THE INTERMEDIARY

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

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

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

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

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

UPDATING THE COVER

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

RIGHTS TO CANCEL POLICY

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

HOW TO CLAIM

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

COMPLAINTS

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

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

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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



BASIS OF COVER

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

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

Signed for and on behalf of Stewart Title Limited

in final

Steven Lessack CEO, Stewart Title Limited

Authorised Signatory



POLICY SCHEDULE

POLICY NUMBER PROPERTY

160482 Each property which is noted on the bordereau

POLICY DATE LIMIT OF INDEMNITY

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

POLICY TERM PREMIUM

In Perpetuity from the Policy Date

See Additional Policy Clause(s) section below

THE INSURED

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

THE INSURER

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

THE DEFECT

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

INSURED USE

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

EXCLUSION(S)

Any Claim arising from or relating to:

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

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

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

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

- (i) the absence in the Search of answers to questions 2.4.1, 2.5.1, 2.8, 2.9, 3.4 and 4.5 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming

the subject matter of the Search and/or

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

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

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

Organisation - One Search Direct

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

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

provided a report upon which the Insured relies.

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



MEMORANDUM OF ENDORSEMENT For Seller Cover Definitions:

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

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

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

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

Property following receipt of the Regulated Search.

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

The lower of (i) the price agreed between the Seller and the Buyer for the sale of the Property prior to the completion Date (ii) the highest valuation of the Property obtained

Offer Price: by the Seller from and estate agent prior to marketing the property with the estate

agent.

Sale Price:

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

Date as detailed in the exchanged contract.

Seller Cover

Buyer:

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

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

Exclusions

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

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

Conditions

All conditions referred to in the Policy shall apply



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

COVER

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

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

GENERAL PROVISIONS

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

NON INVALIDATION

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

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

IMPORTANT CONDITIONS

In respect of each Property:-

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



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

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

COMPLAINTS PROCEDURE

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

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

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

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

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

RIGHT TO CANCEL POLICY

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

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

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

CLAIMS CONDITIONS

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

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

The Insured will not make any

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

DEALING WITH THE CLAIM

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



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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

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

Important Consumer Protection Information



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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

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

Tel: 01722 333306 Fax: 01722 332296

Email: admin@tpos.co.uk

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

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