

**Auction Pack** 

48a Otley Road Baildon Shipley BD17 7HH



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers 48a Otley Road Shipley Baildon BD17 7HH

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 purchaser 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

THIS IS A PRINT OF THE VIEW OF THE REGISTER OBTAINED FROM HM LAND REGISTRY SHOWING THE ENTRIES SUBSISTING IN THE REGISTER ON 25 NOV 2025 AT 14:19:45. BUT PLEASE NOTE THAT THIS REGISTER VIEW IS NOT ADMISSIBLE IN A COURT IN THE SAME WAY AS AN OFFICIAL COPY WITHIN THE MEANING OF S.67 LAND REGISTRATION ACT 2002. UNLIKE AN OFFICIAL COPY, IT MAY NOT ENTITLE A PERSON TO BE INDEMNIFIED BY THE REGISTRAR IF HE OR SHE SUFFERS LOSS BY REASON OF A MISTAKE CONTAINED WITHIN IT. THE ENTRIES SHOWN DO NOT TAKE ACCOUNT OF ANY APPLICATIONS PENDING IN HM LAND REGISTRY. FOR SEARCH PURPOSES THE ABOVE DATE SHOULD BE USED AS THE SEARCH FROM DATE.

THIS TITLE IS DEALT WITH BY HM LAND REGISTRY, NOTTINGHAM OFFICE.

TITLE NUMBER: WYK41648

There is no application or official search pending against this title.

# A: Property Register

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

WEST YORKSHIRE : BRADFORD

- 1 (15.10.1975) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being 48 Otley Road, Baildon, Shipley (BD17 7HH).
- 2 The land has the benefit of the following rights granted by but is subject to the following rights reserved by the Conveyance dated 11 October 1932 referred to in the Charges Register:-

"TOGETHER with a right of way at all times and for all purposes (in common with the Vendors and all other persons entitled thereto) over and along such parts of the Streets or roads coloured brown on the said plan as are not hereby conveyed and over and along the Streets or Roads connecting therewith so far as may be necessary for affording access to the hereditaments hereby conveyed from the highways leading from Shipley to Otley and Baildon AND ALSO a right of drainage in and through the sewers and drains laid or to be laid in and under the said Streets or Roads coloured brown on the said Plan and the said Streets or Roads connecting therewith so far as may be necessary for the purpose of carrying the effluent from the hereditaments hereby conveyed into the main sewer under the said Highway leading from Shipley to Otley RESERVING NEVERTHELESS unto the Vendors and all other persons entitled or to become entitled thereto a right (in common with the Purchaser and the persons deriving title under him) of way at all times and for all purposes over and along such part of the land hereby conveyed as is coloured brown on the said plan AND ALSO RESERVING a right (in common as aforesaid) of drainage in and through the sewers and drains laid or to be laid in and under such part of the land hereby conveyed as is coloured brown on the said plan AND ALSO RESERVING unto the Vendors and the persons deriving title under them the right to grant to others such rights as are hereby reserved."

NOTE: The streets coloured brown on the Conveyance plan referred to are Woodcot Avenue and the side road to the North East leading from Woodcot Avenue to Otley Road.

3 The Conveyance dated 11 October 1932 referred to in the Charges Register contains the following provision:-

"IT IS HEREBY AGREED AND DECLARED by and between the parties hereto that all common spouts gutters drains fall pipes party walls and fences on in or under the hereditaments hereby conveyed and/or any adjoining or neighbouring hereditaments and intended to be used and enjoyed by or in connection with the hereditaments hereby conveyed jointly with any such adjoining or neighbouring hereditaments shall continue to be so used and enjoyed and shall be repaired and maintained at the joint expense of the owners of the respective hereditaments having the benefit user or enjoyment thereof."

- 4 (13.10.1977) The filed plan has been amended.
- 5 (01.11.1977) The filed plan has been amended.

# B: Proprietorship Register

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

# Title absolute

- 1 (28.07.2003) PROPRIETOR: SARLA PARESH KARAMSHI SHAH of 48 Otley Road, Baildon, Shipley, W Yorkshire, BD17 7HA.
- 2 (28.07.2003) The price stated to have been paid on 4 July 2003 was £100,000.
- 3 (28.07.2003) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

# C: Charges Register

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

- A Conveyance of the land in this title and other land dated 19 July 1932 made between (1) George Camille Waud (Vendor) and (2) Edmund Patchett and Herbert Jameson Holden (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- A Conveyance of the land in this title dated 11 October 1932 made between (1) Edmund Patchett and Herbert Jameson Holden (Vendors) and (2) George Brown Crotty (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

# Schedule of restrictive covenants

The following are details of the covenants contained in the Conveyance dated 19 July 1932 referred to in the Charges Register:-

Covenants by Purchasers for themselves and persons deriving title under them as set out in Second Schedule thereto

# THE SECOND SCHEDULE BEFORE REFERRED TO

- 1. To set apart leave open and unbuilt upon and appropriate as and for parts of street or road such parts of land thereby conveyed as were coloured brown on said plan and whenever so required by Vendor to make flag pave and metal same and to make sewers and drains thereunder to satisfaction of Surveyor for the time being of the Local Authority.
- 2. To permit Vendor to make said street or road and/or sewers and drains thereunder (same not having been then made by purchasers) and upon Vendor so making same to pay to him fair proportion of cost of making and keeping in good repair and condition same such proportion in case of dispute as to amount to be fixed by Surveyor to Local Authority.
- 3. Not to erect any building or erection upon any part of said land except such as should be in accordance with plans and specifications to be approved by Surveyor for time being of Vendor nor make any additions or alterations to exterior of any building for time being erected and standing thereon without consent in writing of Vendor or his Surveyor.

NOTE: Woodcot Avenue formed part of the roads coloured brown on the copy plan supplied on first registration.

2 The following are details of the covenants contained in the Conveyance dated 11 October 1932 referred to in the Charges Register:-

"AND the Purchaser for himself and the persons deriving title under him owner or owners for the time being of the hereditaments hereby conveyed

# Schedule of restrictive covenants continued

hereby COVENANTS with the Vendors and each of them and their successors in title owners for the time being of the adjoining or neighbouring hereditaments now or lately belonging to the Vendors as follows:-

- (a) To observe perform and abide by the covenants conditions agreements reservations and stipulations contained mentioned or referred to in the said Conveyance of the Nineteenth day of July One thousand nine hundred and thirty two so far as the same still are subsisting and capable of taking effect and affect the hereditaments hereby conveyed and to keep indemnified the Vendors and each of them and their respective estates and effects from and against all costs claims demands or expenses for or on account of the future breach non-observance or non-performance of the same or any of them so far as aforesaid.
- (b) Not to keep or permit or suffer to be kept on the said hereditaments any fowls pigeons rabbits or other livestock except a domestic dog or cat.
- (c) Not to use or permit or suffer the dwellinghouse portion of the said hereditaments or any part thereof for any other purpose than as a private dwellinghouse and in connection with the shop thereto nor use or permit or suffer the said shop to be used for any purpose other than that of Newsagent Stationer, Library, Tobacconist and dealer in Sweets and Goods usually dealt in by Stationers and others as aforesaid without the consent in writing of the Vendors."

NOTE: The Conveyance dated 19 July 1932 is that referred to in the Charges Register.

End of register

H.M. LAND REGISTRY

WW. 4 1 6 4 8

ORDNANCE SURVEY PLAN REFERENCE

Scale: 1/1250

TITLE NUMBER

NATIONAL GRID SECTION

SE 1538

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© Crown copyright 1971.

. COUNTY OF WEST YORKSHIRE BRADFORD DISTRICT 4 0 ď 298 23 21 883 72 74 H 19 17 0 0 13 AIOANTS BM 287.71 8 0 4 ROAD Ø 280 JOHN STREET

This is a print of the view of the title plan obtained from HM Land Registry showing the state of the title plan on 25 November 2025 at 14:20:36. 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 HM Land Registry, Nottingham Office.

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# **Regulated Local Authority Search**

# Prepared for Advanced Property Auction

**About your Search** 

**Client Ref:** 

bd17 7hh

**Search Number:** 

00783034

Search Date:

02/12/2025

Address of land/property:

48 / 48A. OTLEY ROAD **BAILDON SHIPLEY** 

BD17 7HH

**Local Authority:** 

**Bradford Metropolitan Council** 

Britannia House

Hall Ings

Bradford

BD1 1HX

**Records Inspected by:** 

Stephen Frankland

Report Compiled by:

X-Press Legal Services Ltd

**Local Land Charges** 

**REGISTRATIONS** 

Standard Enquiries

**PLANNING** SEE 1.1 (A-I)

SEE 1.1 (J-L) **BUILDING REGS** 

**HIGHWAYS SEE 2.1** 

**NEARBY ROAD SCHEMES** YES

YES **NEARBY RAILWAY SCHEMES** 

**NEARBY TRAFFIC SCHEMES** YES

**OTHER SECTIONS OF 1.1 TO 3.15** 

YES

Other

**NOTES FOR SOLICITOR YES** 

**OTHER COMMENTS** NO

**ATTACHMENTS** 

NO

If you require any further information please contact: T&C Property Search Limited | Britannia Buildings, Briggate, ELLAND, HX5 9DP | 01422 361115















# REGULATED ENQUIRIES OF THE LOCAL AUTHORITY

Local Authority Name and Address:

**Bradford Metropolitan Council Britannia House** Hall Ings **Bradford BD1 1HX** 

This report has been prepared following a search of property related information held by the above local authority including, for example, local land charges, planning and roads data. Copies of the records identified in this report can be obtained direct from the local authority

Client Ref No:

Search Date:

Records Inspected by

Report Compiled by

bd17 7hh

02/12/2025

Stephen Frankland

X-Press Legal Services

В Address of the land / property: **48 / 48A, OTLEY ROAD BAILDON SHIPLEY** 

**BD177HH** 

Other roadways, footways and footpaths in respect of

which a reply at Enquiry 2 is required:

Not requested

Questions which have not been answered, where this information has not been made available by the Local

Authority.

None

Ε X-Press Legal Services has a contractual relationship

**Advanced Property Auction** 

This search reveals 1 subsisting registrations up to and including the date of the search

All parties concerned with compiling this report are Search Code subscribers.













# **LOCAL LAND CHARGES**

# Part 1 - General Financial Charges

None

# Part 2 - Specific Financial Charges

None

# Part 3 - Planning Charges

None

# Part 4 - Miscellaneous Charges

Reference: S.11 Clean Air Act 1956

Description: Smoke Control Order Baildon No.9

Registered - 18.04.67

# Part 5 - Fenland Ways Maintenance Charges

None

# Part 6 - Land Compensation Charges

None

# Part 7 - New Town Charges

None

# Part 8 - Civil Aviation Charges

None

# Part 9 - Open Cast Coal Charges

None

# Part 10 - Listed Building Charges

None

# **Part 11 - Light Obstruction Notices**

None

# Part 12 - Drainage Scheme Charges

None



# STANDARD ENQUIRIES

#### **Local Plan**

Bradford Replacement Unitary Development Plan adopted October 2005

Policies within adopted Local Plan documents have superseded some RUDP policies. The following Local Plan documents have been adopted to date:

Core Strategy DPD - 18 July 2017

Bradford City Centre Area Action Plan - 12 December 2017

Shipley and Canal Road Corridor Area Action Plan - 12 December 2017

Bradford Waste Management DPD - 17 October 2017

# 1.1 PLANNING AND BUILDING DECISIONS AND PENDING APPLICATIONS

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered

- (i) This reply does not cover other properties in the vicinity; it is property specific
- (ii) As from 1st April 2002 the installation of a replacement window, roof-light or roof window or specified type of glazed door must either have building regulation approval or be carried out and certified by a person who is registered under the Fensa Registration Self-Assessment Scheme by the Glass and Glazing Federation. The owner or occupier should be asked to produce any such certificate.

Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications or agreements?

# Local Authority planning data post (LAPD)

1990 - The records have been searched back to this date

#### Local Authority building control data post (LABCD)

1995 - The records have been searched back to this date

#### (a) a planning permission

Reference: 87/05697/FUL

Description: Installation of a new shopfront. (No.48)

Granted - 23.09.87

Reference: 87/06632/FUL

Description: Internal alterations and two storey extension to property. (No.48)

Granted - 15.01.88

# (b) a listed building consent



None

#### (c) a conservation area consent

None

(d) a certificate of lawfulness of existing use or development

None

(e) a certificate of lawfulness of proposed use or development

None

(f) a certificate of lawfulness of proposed works for listed buildings

None

(g) a heritage partnership agreement

None

(h) a listed building consent order

None

(i) a local listed building consent order

None

(j) building regulations approval

Reference: 85/08037/HIST

**Description:** Window in gable. (No.48)

Received - 07.02.85

Reference: 88/00112/HIST

**Description:** Internal alerations and 2 storey extension. (No.48)

Received - 03.03.88

**Description:** PLEASE NOTE; Searches are undertaken against the specific address provided, there may be occasions where information is recorded against alternative addresses, suffices etc. In these instances information may be held but not revealed. If you are aware of any previous addresses or alternatives used at the point of application e.g. "land off" please provide this information.

If any party involved in the request for this search believes that notices have been issued but the search response is silent, it is likely that the notices were recorded against an earlier version of the address. If this situation arises, please contact us and we will contact the Building Control department on your behalf.

#### (k) a building regulation completion certificate and

F

Description: None revealed by the Local Authority



# (I) any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?

**Description:** Council Register:

09/22905/FENSA 6 Windows (No.48a) Complete - 07.08.06

FENSA online register:

Please refer to Council register

NICEIC and ELECSA online register:

None

GAS SAFE online register:

None

OFTEC online register:

None

HETAS online register:

None

# 1.2 PLANNING DESIGNATIONS AND PROPOSALS

# Informative

This reply reflects policies or proposals in any existing development plan and in any formally proposed alteration or replacement plan, but does not include policies contained in planning guidance notes

This reply is based on and limited to the information available to us at the time the search is answered.

This reply does not cover other properties in the vicinity please refer to the Notes for Solicitors page for planning designations and proposals within 500 metres.

What designations of land use for the property, or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?

Urban Renaissance (UR4 - District wide policy)

Landscape - The Bradford District Landscape Character Areas (EN4 - Core Strategy)

Urban Areas - Baildon

Aircraft Safety - Aerodrome Safeguarding Area (TR8 - Core Strategy)

Otley Road - The National and Local Cycle Network: TM10 - Superseded by TR3, but saved until adoption of Allocations and Area Action Plan DPDs (Public Transport, Cycling and Walking - Core Strategy)

Otley Road - Bus Priority Network: TM6 - Superseded by Core Strategy DPD policies TR3 and TR5 (bus priority also in TR2D on parking), but saved until adoption of the Allocations and Area Action Plan DPDs (Public Transport, Cycling and Walking/ Improving Connectivity and Accessibility/ Parking Policy - Core Strategy)

# 2.1 ROADWAYS, FOOTWAYS AND FOOTPATHS

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered. This reply does not cover other properties in the vicinity

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



#### (a) highways maintainable at public expense:

Yes - Otley Road (Adopted) Yes - Woodcot Avenue (Adopted)

(b) subject to adoption and, supported by a bond or bond waiver

None

(c) to be made up by a local authority who will reclaim the cost from the frontagers

None

(d) to be adopted by a local authority without reclaiming the cost from the frontagers

None

# 2.2 - 2.5 PUBLIC RIGHTS OF WAY

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered. However additional public rights of way may exist other than those shown on the definitive map.

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

None

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

No

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

No

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

Not applicable

# OTHER MATTERS

#### Informative

Apart from matters entered on the registers of local land charges, do any of the following matters apply to the property? If so, how can copies of relevant documents be obtained?

Note: Matters entered onto the Local Land Charges Register, or visible by property/site inspection, will not be referred to (where relevant) in answer to enquiries 3.1 to 3.15 below.

# 3.1 LAND REQUIRED FOR PUBLIC PURPOSES

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered (i) This reply does not cover other properties in the vicinity

Is the property included in land required for public purposes?

Nο



# 3.2 LAND TO BE ACQUIRED FOR ROAD WORKS

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered (i) This reply does not cover other properties in the vicinity

Is the property included in land to be acquired for road works?

No

# 3.3 DRAINAGE MATTERS

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered (i) This reply does not cover other properties in the vicinity

(a) Is the property served by a sustainable urban drainage system (SuDS)?

Local Authority records do not allow for the provision of comprehensive answers for these questions. We therefore recommend checking planning approvals, Section 106 Agreements and referring to the vendor or developer in order to establish if the property is served by a Sustainable Urban Drainage System.

(b) Are there SuDS features within the boundary of the property?

See above

If yes, is the owner responsible for maintenance?

See above

(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge?

F

See above

# 3.4 NEARBY ROAD SCHEMES

# Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

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

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



Following the official scrapping of HS2 North of Birmingham, this is now replaced by a new scheme Network North which will be a combination of smaller Road and Rail projects. We await the official details.

(a) the centre line of a new trunk road or special road specified in any order, draft order or scheme

No

(b) the centre line of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

No

- (c) the outer limits of construction works for a proposed alteration or improvement to an existing road, involving:-
- (c) (i) construction of a roundabout (other than a mini roundabout), or

No

(c) (ii) widening by construction of one or more additional traffic lanes

No

(d) the outer limits of:

Reference: 23557 AA06(2) HDC

Otley Road, Baildon - Valley Road, Shipley.

Shipley Eastern Link Road

Status - Future Year 2010/11

Distance - 169 Metres Away

(d) (i) construction of a new road to be built by a local authority

Nο

(d) (ii) an approved alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway,

Nο

(d) (iii) construction of a roundabout (other than mini roundabout) or widening by construction of one or more additional traffic lanes

Nο

(e) the centre line of the proposed route of a new road under proposals published for public consultation

No

- (f) the outer limits of:-
- (f) (i) construction of a proposed alteration or improvement to an existing road involving construction of a subway, underpass, flyover, footbridge, elevated road or dual carriageway

No

(f) (ii) construction of a roundabout (other than a mini roundabout)



Nο

# (f) (iii) widening by construction of one or more additional traffic lanes, under proposals published for public consultation

No

# 3.5 NEARBY RAILWAY SCHEMES

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

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

No

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

Reference: Improvement Scheme No.37535

Proposed Tram Link – between Bradford Interchange and Forster Square

Status:- future

#### Informative

Following the official scrapping of HS2 North of Birmingham, this is now replaced by a new scheme Network North which will be a combination of smaller Road and Rail projects. We await the official details.

# 3.6 TRAFFIC SCHEMES

#### Informative

In some circumstances, road closure orders can be obtained by third parties from magistrates' courts or can be made by the Secretary of State for Transport without including the council.

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

General Informatives (a)-(I)

- 1. The replies to these enquiries relate only to permanent or experimental proposals on roads, footways and footpaths that are already highways maintainable at public expense within the meaning of the Highways Act 1980 (s36).
- 2. Many of these smaller schemes can be introduced into or deleted from programmes at little or no notice. The replies should therefore be regarded merely as an indication of what may take place over the next few months.
- 3. "Approved by the Council" is presently defined by this Authority as "Schemes which have been included in a County Council funded Financial Programme for possible implementation in the current or forthcoming financial year". This means that funding has been provisionally allocated (but see also 2 above). However, in some cases further approvals are required before a scheme can actually be implemented. Minor TRO's are generally listed once approval has been given to advertise them.

#### Specific Informatives

- (f) The reply to (f) (vehicle width or weight restriction) relates to restrictions that will be covered by a legal order. It excludes environmental weight restrictions which have an 'except for access' clause.
- (g) The reply to (g) (traffic calming works) relates to proposals that involve physical construction on the carriageway. Proposals that are based purely or mainly on signing and lining will not be revealed.
- (h) The reply to (h) (residents parking controls) refers to proposals for the introduction or removal of residents parking controls. Amendments to existing waiting and loading restrictions within a residents controlled parking area will be revealed in the reply to enquiry 3.6(b).
- (i) The reply to (i) (minor road widening or improvements) covers proposals such as junction improvements, turning and acceleration/deceleration lanes etc., which are not revealed in the reply to 3.4. Pedestrian improvements (other than the construction of new



footways) and improvements that are purely or mainly maintenance will not be revealed. Proposals for new or upgraded street lighting will not be revealed.

- (j) The reply to (j) (pedestrian crossings) covers proposals such as pedestrian refuges and new pedestrian crossings. Pedestrian crossing proposals that involve the maintenance, upgrade or improvement of existing facilities will not be revealed.
- (k) The reply to (k) (cycle tracks) relates to proposals that involve physical construction. Proposals that are based purely or mainly on signing and lining may not be revealed.
- (I) The reply to (I) (bridge construction) relates to proposals which are not revealed in the reply to 3.4 and which involve the substantial reconstruction of a bridge. Proposals for culvert reconstruction or for major or minor maintenance of bridges or for improvements to parapets/footways and the like will not be revealed.

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

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

(a) permanent stopping up or diversion		
No		

(b) waiting or loading restrictions

No

(c) one way driving

No

(d) prohibition of driving

No

(e) pedestrianisation

No

(f) vehicle width or weight restriction

No

(g) traffic calming works including road humps

Reference: 105740
B6151 Baildon Road
Casualty reduction scheme (Traffic Calming)
Status - Design
Year 2023/24
Distance - 130 Metres Away

(h) residents parking contro	ΝS
------------------------------	----

No

(i) minor road widening or improvement

No

(i) pedestrian crossings

Νo



	X-Press Legal Services" Your professional property partner	48 / 48A, OTLEY ROAD, BAILDON, SI
(k) cycle tr	racks	

(I) bridge building

No

# 3.7 OUTSTANDING NOTICES

#### **Informative**

This reply is based on and limited to the information available to us at the time the search is answered (i) This reply does not cover other properties in the vicinity

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



No

(a) building works

No

(b) environment

No

(c) health and safety

No

(d) housing

No

(e) highways

No

(f) public health

No

(g) flood and coastal erosion risk management

No

# 3.8 CONTRAVENTION OF BUILDING REGULATIONS

# Informative

This reply is based on and limited to the information available to us at the time the search is answered (i) This reply does not cover other properties in the vicinity

Has a local authority authorised in relation to the property any proceedings for the contravention of any provision contained in building regulations?

No



# 3.9 NOTICES, ORDERS, DIRECTIONS AND PROCEEDINGS UNDER PLANNING ACTS

# Informative

The historic buildings and monuments commission (also called English Heritage) also have power to issue building preservation notices for listed buildings in London Boroughs and enquiries should also be made of them if appropriate

This reply is based on and limited to the information available to us at the time the search is answered

(i) This reply does not cover other properties in the vicinity

(4)
National Park authorities also have the power to serve a building preservation notice, so an enquiry should also be made with them. Cadw (meaning "to keep" or "to protect") is the Welsh Government's historic environment service working for an accessible and well-protected historic environment for Wales. Additional enquiries should also be made with them at: Welsh Government, Plas Carew, Unit 5/7 Cefn Coed, Parc Nantgarw, Cardiff, CF15 7QQ
Do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following?
(a) an enforcement notice
No
(b) a stop notice
No
(c) a listed building enforcement notice
No
(d) a breach of condition notice
No
(e) a planning contravention notice
No
(f) another notice relating to a breach of planning control
No
(g) a listed buildings repair notice
No
(h) in the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation
No
(i) a building preservation notice
No
(j) a direction restricting permitted development
No
(k) an order revoking or modifying planning permission

No

(I) an order requiring discontinuance of use or alteration or removal of buildings or works



No	
(m)	a tree preservation order
No	
(n) p	proceedings to enforce a planning agreement or planning contribution
No <b>3.1</b> (	0 COMMUNITY INFRASTRUCTURE LEVY (CIL)
Info	rmative
	reply is based on and limited to the information available to us at the time the search is answered is reply does not cover other properties in the vicinity
(a) I	s there a CIL charging schedule?
	Yes - Charging Schedule July 2017. Please refer to link below: https://www.bradford.gov.uk/planning-and-building-control/planning-policy/community-infrastructure-levy/
	If, yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, see or commence any of the following:-
(b) (	(i) a liability notice?
1	No
(b) (	(ii) a notice of chargeable development?
ľ	No
/b\ /	(iii) a damand natica?
(a) (	(iii) a demand notice?
ı	No
(b) (	(iv) a default liability notice?
l	No

(b) (v) an assumption of liability notice?



No	
(b) (vi) a commencement notice?	<b>F</b>
No	
(c) Has any demand notice been suspended?	F
No	
(d) Has the Local Authority received full or part payment of any CIL liability?	<b>F</b>
No	
(e) Has the Local Authority received any appeal against any of the above?	<b>F</b>
No	
(f) Has a decision been taken to apply for a liability order?	<b>F</b>
No	
(g) Has a liability order been granted?	<b>F</b>
No	
(h) Have any other enforcement measures been taken?	
No	

# 3.11 CONSERVATION AREA

Informative



This reply is based on and limited to the information available to us at the time the search is answered (i) This reply does not cover other properties in the vicinity

Do the following apply in relation to the property?

(a) the making of the area a conservation area before 31 August 1974

No

(b) an unimplemented decision to designate the area a Conservation Area?

No

# 3.12 COMPULSORY PURCHASE

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered Please note that other Authorities have compulsory powers.

Central Government departments, Statutory undertakers, Railway authorities, County Councils and the Greater London Authority, Water transport authorities, Electricity, gas or hydraulic power undertakers, British Airports Authority, Civil Aviation Authority, Post Office and British Telecom.

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

Nο

# 3.13 CONTAMINATED LAND

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered.

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

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

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

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

(a) a contaminated land notice

No.

(b) in relation to a register maintained under section 78R of the Environmental Protection Act 1990

The Register maintained under S.78 of the Environmental Protection Act 1990 is currently being compiled.

(b) (i) a decision to make an entry

No

(b) (ii) an entry

No



(c) consultation with the owner or occupier of the property conducted under section 78G(3) of the Environmental Protection Act 1990 before the service of remediation notice

No

# 3.14 RADON GAS

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered.

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

The areas are identified from radiological evidence and are periodically reviewed by the Health Protection Agency or its predecessor the National Radiation Protection Board. Existing homes in Affected Areas should have radon measurements.

The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was retested to assess the effectiveness of the remedy.

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

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



Yes

(This answer is based on Landmark datasets as at 25/11/2025)

# 3.15 ASSETS OF COMMUNITY VALUE

#### Informative

This reply is based on and limited to the information available to us at the time the search is answered (i) This reply does not cover other properties in the vicinity

(a) Has the property been nominated as an asset of community value?

No

If so:- (i) Is it listed as an asset of community value?

Not applicable

(ii) Was it excluded and placed on the "nominated but not listed" list?

Not applicable

(iii) Has the listing expired?

Not applicable

(iv) Is the Local Authority reviewing or proposing to review the listing?

Not applicable

(v) Are there any subsisting appeals against the listing?

Not applicable

03/12/2025 11:36



# (b) If the property is listed:

(i) Has the Local Authority decided to apply to the Land Registry for an entry or cancellation of a restriction in respect of listed land affecting the property?

No

(ii) Has the Local Authority received a notice of disposal?

No

(iii) Has any community interest group requested to be treated as a bidder?

No

# INFORMATION

References to the provisions of particular Acts of Parliament or Regulations include any provisions which they have replaced and also include existing or future amendments or re-enactments.

The replies will be given in the belief that they are in accordance with information presently available to the officers of the replying local authority, but none of the local authorities or their officers accepts legal responsibility for an incorrect reply, except for negligence. Any legal responsibility for negligence will be owed to the person who raised the enquiries and the person on whose behalf they were raised. It will also be owed to any other person who has knowledge (personally or through an agent) of the replies before the time when he purchases, takes a tenancy of, or lends money on the security of the property or (if earlier) the time when he becomes contractually bound to do so.

This Form should be read in conjunction with the guidance notes available separately.

Area means any area in which the property is located.

References to the Local Authority include any predecessor Local Authority and also any Local Authority committee, sub-committee or other body or person exercising powers delegated by the Local Authority and their approval includes their decision to proceed. The replies given to certain enquiries cover knowledge and actions of both the District Local Authority and County Local Authority.

Where relevant, the source department for copy documents should be provided.

# **GREEN DEAL - FOR INFORMATION PURPOSES ONLY**

# Informative

As from July 2015 the Government ended the funding for the Green Deal (GDFC). This was initially set up to lend money to Green Deal providers. Should you require more information please visit the Green Deal website https://www.gov.uk/green-deal-energy-saving-measures/how-the-green-deal-works

# **NOTES FOR SOLICITOR**

Within 500 metres:

Commercial Area -

Transport Links - Otley Rd (A6038) Places of Worship Green Spaces Watercourses - River Aire Retail Spaces Residential Area



Reference: BRADFORD CLEAN AIR ZONE

Property is not affected

On 26 September 2022 Bradford City Council implemented a Clean Air Zone to achieve compliance with legal limits for air quality. Please see the following link for details of Bradford's Clean Air Zone including an interactive map to show the location of the Clean Air Zone.

https://www.bradford.gov.uk/breathe-better-bradford/where-is-the-clean-air-zone/where-is-the-clean-air-zone/

### **OTHER COMMENTS**

None

### **ATTACHMENTS**

No attachments



### Data sources

The following data sources have been used when compiling this report:

Contaminated land
Data derived under the New Roads and Street Works Act 1991
Environmental Information as described under the EIR Regulations 2004
Highway maintainable at public expense
Planning register and register of enforcement notices and breach of condition notices
Public rights of way
Radon answer by Landmark
Tree preservation orders
Local land charges register



### **Property Codes Compliance Board - Search Code**



### **Important Consumer Protection Information**

This search has been produced by T&C Property Search Limited
Britannia Buildings
Briggate
ELLAND
HX5 9DP
Phone 0330 159 5362 Fax 0330 1597362
Email dawnp.1362@xpresslegal.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 Search Code logo prominently on their search reports
- · act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- · conduct business in an honest, fair and professional manner
- · handle complaints speedily and fairly
- ensure that products and services comply with industry registration rules and standards and relevant laws
- · monitor their compliance with the Code

PLEASE ASK X-PRESS LEGAL SERVICES LIMITED IF YOU WOULD LIKE A COPY OF THE SEARCH CODE



### **T&C Property Search Limited**

### **Complaints Procedure**

### **Independent Dispute Resolution**

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme. We will co-operate fully with the Ombudsman during an investigation and comply with the final decision. The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial 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

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

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

If you want to make a complaint, we will:

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

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

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

Complaints should be sent to:

Code Compliance Officer 12 Webster Court Carina Park Westbrook Warrington WA5 8WD

Phone 01925 393333 Fax 01925 393900 Email central.7377@xpresslegal.uk

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

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



### **Terms and Conditions**

### **Definitions**

- 1. In these terms and conditions, the following words shall have the following meanings:
- "We", "us" and "our" are references to X-Press Legal Services
- "Report" means local report prepared by us in respect of the Property.
- "Property" means the address or location supplied by the Customer or Client in the Order for the Report.
- The "Local Authority" means the local authority referred to in the Report.
- "Order" means any request completed by the Customer or Client requesting the Report.
- "Customer" means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.
- "Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.

### **A**areement

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

### The Search Report

- 3. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following:
- 3.1 The information in the Report reflects that available to us on the date the Report was produced.
- 3.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.
- 3.3 The Report is produced for use in relation to individual property transactions only and is for the Property supplied in the Order
- 3.4 The Report is intended for the personal use of the Client.

### **Liability and Insurance**

- 4. We shall not be liable for any acts or omissions of any party for whom we are not responsible, our insurance provision includes cover for errors and omissions in local authority data and records under the firm's professional indemnity policy together with run off cover for six years.
- 4.1 X-Press Legal Services assumes that the value of residential/commercial property/land does not exceed £2,000,000.00 and that it is the responsibility of the customer/client to advise us at the time of requesting the report where the value of the residential/commercial property/land exceeds the stated amount. Premiums for additional cover are available upon request.
- 4.2 We will be liable for any negligent or incorrect recording of the information in the search report.
- 4.3 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.
- 4.4 Our underwriters are Dual Corporate Risks Limited.

### **Price and Payment**

- 5. The price payable for the Report is inclusive of VAT, unless otherwise stated.
- 5.1 Unless the Customer and/or Client has an agreed credit account with us for payment for the Reports, we must receive payments for Reports in full before the Report is produced.
- 5.2 Until such time as payment has been received in full, title of this report remains with the search provider.

### **Disclosure**

6. X-Press Legal Services maintain and have ongoing contractual and standalone business relationships with various persons and companies involved in the conveyancing process within the United Kingdom. X-Press Legal Services discloses any relationship in Box E. X-Press Legal Services cannot and will not accept any liability for failing to disclose a relationship where the involvement in the transaction was not made known to X-Press Legal Services by the client instructions.



### Copyright

- 7. The copyright and intellectual property rights in the Report shall remain our property.
- 7.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on the Report.
- 7.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 7 and 7.1.
- 7.3 This report may also be distributed as a copy or reproduction without alteration to potential purchasers, the actual purchaser and the mortgage lender.

### General

- 8. If any of these terms are held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.
- 8.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts
- 8.2 In providing reports and Services XLS will comply with the Search Code www.propertycodes.org.uk



### **Common Terms**

### Section 38 - Highways Act 1980

Section 38 relates specifically to the creation of a new highway upon land in the ownership of anyone other than the highway authority. It is an agreement between the land owner and the authority for the construction of a new highway and the ultimate adoption by the authority as a public highway. The agreement secures a bond for the cost of the works, to enable completion of the works by the authority upon default by the developer.

### Section 278 - Highways Act 1980

Section 278 covers proposed highway works within the existing highway (modification of highways not general excavation for different reasons). This would generally encompass works such as new traffic islands, roundabouts, junction improvements, carriageway alignment etc. and is often accompanied by a Section 38 Agreement for works outside the highway.

### Section 219 - Highways Act 1980

Section 219 - secures payment of the expenses for carrying out street works in private streets next to new buildings. This makes sure that the Local Authority can complete the roadworks if the developer is unable. If work is started on a building before the appropriate sum has been paid or secured, the owner may be liable and incur a fine.

### Section 220 - Highways Act 1980

Section 220 - is served following receipt of Building Regulations approval specifying the amount to be deposited or secured in respect of the street works charges for those dwellings for which approval has been granted which must be paid before building works commence.

### Section 104 - Water Industry Act 1990

Section 104 relates to the construction of new sewers by a developer, to be offered for adoption by the Water Authority as public sewers. The agreement secures a bond for the cost of the works, to enable completion of the works by the company upon default by the developer.

### Section 106 - Pre-planning Agreement

Section 106 of the Town and Country Planning Act 1990 allows a local planning authority (LPA) to enter into a legally-binding agreement or planning obligation, with a land developer over a related issue. The obligation is sometimes termed as a "Section 106 agreement".

### **Tree Preservation Orders**

Tree Preservation Orders (TPOs) are made under the Town and Country Planning Act 1990 and the Town and Country Planning (Trees) Regulations 1999.

### **Listed Buildings**

Listed Buildings - A listed building in the United Kingdom is a building or other structure officially designated as being of special architectural, historical or cultural significance.

### **Community Infrastructure Levy**

The Community Infrastructure Levy (CIL) is a planning charge based on legislation that came into force on 6 April 2010. When adopted, a CIL levy allows the Council to raise contributions from new development to help pay for infrastructure that is needed to support planned growth. CIL contributions can be used to supplement other funding streams and can wholly or partly fund a variety of strategic infrastructure projects ranging from transport, green infrastructure, flood defences, education and health, subject to pooling restrictions. Where a CIL charging schedule is in place, it largely replaces Section 106 Obligations in delivering strategic infrastructure. However, s106 would still be used for affordable housing and site development-related infrastructure requirements that are deemed necessary to make a development acceptable. Some developments would pay both Section 106 and CIL, but they would fund different types of infrastructure. Contributions may also be sought for Section 278 of the Highways Act where modifications are required to the highways network.

### **Conservation Areas**

Conservation Areas - Local authorities have the power to designate as conservation areas any area of "special architectural or historic interest" whose character or appearance is worth protecting or enhancing.

### Planning permission

Planning permission or planning consent is the permission required in the United Kingdom in order to be allowed to build on land, or change the use of land or buildings.

### **Planning Info Graphic**

- Large developments: 10 or more houses (or 1-9 houses if value if greater than £1m) and all other projects with a value greater than £250,000.
- Small developments: 3-9 houses or other developments with project value of less than £250,000.
- House Extensions or new builds searched to 125m.



Please note the planning records were extracted at the time the application was submitted, the application details can be found by entering the application reference manually into the Local Authority's planning website.

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





# Regulated Home & Dry Drainage Report

Prepared for Advanced Property Auction

### **About your Search**

**Client Ref:** 

bd17 7hh

**Search Number:** 

00783034

**Search Date:** 

02/12/2025

### Address of land/property:

48 / 48A, OTLEY ROAD BAILDON SHIPLEY BD17 7HH

### **Local Authority:**

**Bradford Metropolitan Council** 

### **Records Inspected by:**

**T&C Property Search Limited** 

### **Report Compiled by:**

X-Press Legal Services Ltd

# Water Report for Water and Sewerage Suppliers

If you require any further information please contact:
T&C Property Search Limited , Britannia Buildings, Briggate, ELLAND, HX5 9DP













### REGULATED HOME & DRY DRAINAGE REPORT

Water supplier: Yorkshire Water PO Box 99

**Bradford** Yorkshire **BD3 7YB** 

Sewerage supplier:

Yorkshire Water PO Box 99 **Bradford** Yorkshire

**BD3 7YB** 

Public records and commercially available data Records inspected:

Address of the land/property: **48 / 48A, OTLEY ROAD** 

**BAILDON SHIPLEY BD177HH** 

Summary of questions **Answers** 

Please provide a copy extract from the public sewer map

2. Does foul water from the property drain into the public sewer?

Please refer to the seller's water/utility bill for proof of connection.

Does surface water from the property drain into a public sewer?

Please refer to the seller's water/utility bill for proof of connection.

Is any sewer serving, or which is proposed to serve, the property subject to a current statutory adoption agreement or an application for such an agreement?

Does the public sewer map show any public sewer, disposal main or lateral within the boundary line of the property?

Does the public sewer map show any public sewers within 100 feet (approx 30.487 metres) of any buildings within the boundary of the property?

Please advise who the sewerage undertaker is: Yorkshire Water

Which company supplies water to the area? Yorkshire Water

Is the property connected to a mains water supply? Please refer to the seller's water/utility bill for proof of connection.

10. Are there any water mains, resource mains or discharge pipes within the boundary of the property?

Key

Response to the question is positive or typical

Response to the question is negative or attention is drawn to the answer

All parties concerned with compiling this report are Search Code subscribers.

















### Questions in detail

### 1 Please provide a copy extract from the public sewer map

Answer: An extract of the sewer map has been provided.

#### Informatives

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

### 2 Does foul water from the property drain into the public sewer?

Answer: Records indicate that Foul water from the property does drain to a public sewer – please refer to the seller's water/utility bill for proof of connection. Please refer to the attached plan for the location of the nearest public sewer \*(not to scale).

#### Informatives

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

### 3 Does surface water from the property drain into a public sewer?

Answer: Records indicate that surface water from the property does drain to a public sewer – please refer to the seller's water/utility bill for proof of connection. Please refer to the attached plan for the location of the nearest public sewer \*(not to scale).

#### Informatives

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

# 4 Is any sewer serving, or which is proposed to serve, the property subject to a current statutory adoption agreement or an application for such an agreement?

Answer: No. The utility company's sewer records indicate, sewers serving the property or existing development are not subject to an application or charge relating to adoption under Section 104 of the Water Industry Act 1991.

### Informatives

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

# 5 Does the public sewer map show any public sewer, disposal main or lateral within the boundary line of the property?

Answer: It has not been a requirement for water companies to keep up-to-date public sewer records; therefore it is possible for unidentified sewers to exist within the boundary line of the property. For the matter of this report – Available records indicate that there is a public sewer, disposal main or lateral drain within the boundaries of the property.

### Informatives

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



# 6 Does the public sewer map show any public sewers within 100 feet (approx 30.487 metres) of any buildings within the boundary of the property?

Answer: Records indicate that there is a public sewer located within 30.487 metres (100 feet) of a building within the boundary of the property.

### Informatives

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

### 7 Please advise who the sewerage undertaker is:

### Answer: Yorkshire Water

#### Informatives

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

### 8 Which company supplies water to the area?

### Answer: Yorkshire Water

#### Informatives

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

### 9 Is the property connected to a mains water supply?

Answer: Records indicate that the property is connected to the mains water supply – please refer to the seller's water/utility bill for proof of connection. Location of nearest water supply is shown on attached plan \* (not to scale).

### 10 Are there any water mains, resource mains or discharge pipes within the boundary of the property?

Answer: Records do not indicate that there are any water mains, resource mains or discharge pipes within the boundaries of the property.

### Informatives

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

### Clean water map extract



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### Key for clean water plan extract

Mains Water 4 inch and aboveMains Water 4 inch or belowPrivate Water Mains

### Waste water map extract



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### Key for waster water plan extract

Public Combined Sewer \*

—— Public Surface Water Drain \*

—— Public Foul Sewer \*

\_\_\_\_ S.104 Sewer

Approx. location of manhole

<sup>\*</sup>Please note a broken line indicates a s.24 sewer

### **Terms and Conditions**

#### **Definitions**

- 1. In these terms and conditions, the following words shall have the following meanings:
  - "We", "us" and "our" are references to X-Press Legal Services "XLS"
  - "Report" means report prepared by us in respect of the Property.
  - "PWD" means personal water and drainage report prepared by us in respect of the Property.
  - "Property" means the address or location supplied by the Customer or Client in the Order for the Report.
  - "Order" means any request completed by the Customer or Client requesting the Report.
  - "Customer" means the person, company, partnership or other organisation placing an Order either on their own behalf as a Client, or as an agent for the Client.
  - "Client" means the seller, buyer, potential buyer and a lender in respect of the Property who is the intended recipient of the Report and has an actual or potential interest in the property.
  - "Title" means ownership by XLS.
  - "XLS" means X-Press Legal Services Limited (Registered Company Number 04255164) or XPress Legal Services (Franchising) Limited (Registered Company Number 04627736) as a "Franchisee" under franchise agreement as regulated by The British Franchise Association as, X-Press Legal Services.
  - "Franchisee" means a contractual agreement to use the We, us and our.

### **Agreement**

2. We agree to supply the Report to the Client subject to these terms and the Client indicates their acceptance of these terms when placing an order for the Report or when relying on the information in the Report.

### **Customer and or Client warranty**

- 3. Customer and or Client warrant that:
- 3.1 all information that have supplied to us by Client or Customer during the Order process is true, accurate and complete.

### The PWD

- 4. We will produce the Report with reasonable care and skill and it is provided to the Client on the basis that they acknowledge and agree to the following;
- 4.1 The information in the Report reflects that available to us on the date the Report was produced.
- 4.2 The information contained in a Report can change on a regular basis and we cannot be responsible to the Client for any change in the information after the date on which the Report was produced and sent to the Client or for any inaccuracies, omissions or errors on a public register.
- 4.3 The Report is produced for use in relation to individual property transactions only and is for the Property supplied in the Order.
- 4.4 The Report is intended for the personal use of the Client.

### Liability and Insurance

- 5. We shall not be liable for any acts or omissions of any party for whom we are not responsible.
- 5.1 XLS assumes that the value of residential/commercial property/land does not exceed £2,000,000 and that it is the responsibility of the customer/client to advise us at the time of requesting the report where the value of the residential/commercial property/land exceeds the stated amount. Premiums for additional cover are available upon request.
- 5.2 We will be liable for any negligent or incorrect recording of the information in the search report.
- 5.3 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.
- 5.4 Our underwriters are Dual Corporate Risks Limited

### **Price and Payment**

- 6. The price payable for the Report is inclusive of VAT, unless otherwise stated.
- 6.1 Unless the Customer and/or Client has an agreed credit account with us for payment for the Reports, we must receive payments for Reports in full before the Report is produced.
- 6.2 Until such time as payment has been received in full, title of this report remains with the search provider.

### **Disclosure**

7. XLS maintain and have ongoing contractual and standalone business relationships with various persons and companies involved in the conveyancing process within the United Kingdom. XLS discloses any relationship as Client details within the Report. XLS cannot and will not accept any liability for failing to disclose a relationship where the involvement in the transaction was not made known to XLS by the client instructions.

### Copyright

- 8. The copyright and intellectual property rights in the Report shall remain our property.
- 8.1 The Customer and Client agree to respect and not to alter any trademark, copyright notice or trading name which appears on or in the Report.
- 8.2 The Customer and Client agree to indemnify us against any costs, claims and damage suffered by us as a result of any breach by them of the copyright terms in paragraphs 8 and 8.1.



8.3 This report may also be distributed as a copy or reproduction without alteration to potential purchasers, the actual purchaser and the mortgage lender.

### **Independent Dispute Resolution**

9. If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme website www.tpos.co.uk, email: admin@tpos.co.uk. We will co-operate fully with the Ombudsman during an investigation and comply with the final decision.

### General

- 10. If any of these terms are held to be invalid or unenforceable, that provision or part of that provision shall be taken to be removed from these terms and the remaining terms will continue in full force and effect.
- 10.1 These terms shall be governed by English law and shall be subject to the jurisdiction of the English Courts
- 10.2 In providing reports and Services XLS will comply with the Search Code www.propertycodes.org.uk
- 10.3 Full business terms and conditions are available at www.xpresslegal.co.uk



### **IMPORTANT CONSUMER PROTECTION INFORMATION**

### This search has been produced by

T&C Property Search Limited
Britannia Buildings
Briggate
ELLAND
HX5 9DP
Phone 01422 361115 Fax 01422 354801
Email dawnp.1362@xpresslegal.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 Search Code logo prominently on their search reports
- · act with integrity and carry out work with due skill, care and diligence
- at all times maintain adequate and appropriate insurance to protect consumers
- · conduct business in an honest, fair and professional manner
- handle complaints speedily and fairly
- · ensure that products and services comply with industry registration rules and standards and relevant laws
- · monitor their compliance with the Code

### **Complaints Procedure**

### **Independent Dispute Resolution**

If you make a complaint and we are unable to resolve it to your satisfaction you may refer the complaint to The Property Ombudsman scheme. We will co-operate fully with the Ombudsman during an investigation and comply with the final decision. The Ombudsman can award up to £5,000 to you if the Ombudsman finds that you have suffered actual financial and/or aggravation, distress or inconvenience as a result of your search provider failing to keep to the Code.

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

### **TPOs Contact Details:**

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

Tel: 01722 333306 Fax: 01722 332296

Web site: <a href="mailto:www.tpos.co.uk">www.tpos.co.uk</a> Email: <a href="mailto:admin@tpos.co.uk">admin@tpos.co.uk</a>

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



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

If you want to make a complaint, we will:

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

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

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

Complaints should be sent to:

Code Compliance Officer 12 Webster Court Carina Park Westbrook Warrington WA5 8WD

Phone 01925 393333 Fax 01925 393900 Email central.7377@xpresslegal.uk

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

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

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

Address of the property	48&48A Otley Road Baildon, Shipley Bradford
	Postcode BD17 7HH
Full names of the seller	Sarla Shah
Seller's solicitor	
Name of solicitor's firm	Satchiw Bashir Green Solicitors
Address	The Old Bank Building 656 Great Horton Road Bradford BD7 4AA
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

### **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.





form carefully.

# Instructions to the seller and the buyer

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

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

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

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

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

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

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

### 1 Basic fittings

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

1 Basic fittings (continued)									
		ncluded	Excluded	None	Pri	ce	Comments		
Electric sockets		•							
Burglar alarm		•							
Other items (please specify)									
				1					
2 Kitchen									
Note: In this section please a	also ind	dicate wh	ether th	e item is	fitted o	r freestan	ding.		
	Fitted	Free- standing	Included	Excluded	None	Price	Comments		
Hob	•								
Extractor hood	•								
Oven/grill	•								
Cooker	•								
Microwave	•								
Refrigerator/fridge-freezer									
Freezer									
Dishwasher	•								
Tumble-dryer				•					
Washing machine				•					
Other items (please specify)	Other items (please specify)								

3 Bathroom							
	Included	Excluded	None	Price	Comments		
Bath		Excluded		File	Comments		
Shower fitting for bath							
Shower curtain							
Bathroom cabinet		U					
Taps	_						
Separate shower and fittings	_						
Towel rail	•						
Soap/toothbrush holders	~						
•							
Toilet roll holders	•						
Toilet roll holders							
Toilet roll holders							
Toilet roll holders							
Toilet roll holders  Bathroom mirror			None	Price	Comments		
Toilet roll holders  Bathroom mirror	<b>V</b>			Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets	<b>V</b>		None	Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets  Hall, stairs and landing	Included	Excluded	None	Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets  Hall, stairs and landing Living room	Included	Excluded	None V	Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets  Hall, stairs and landing  Living room  Dining room	Included	Excluded	None  V	Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets  Hall, stairs and landing Living room Dining room Kitchen	Included	Excluded	None  V  V	Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets  Hall, stairs and landing  Living room  Dining room  Kitchen  Bedroom 1	Included	Excluded	None  V  V	Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets  Hall, stairs and landing Living room Dining room Kitchen  Bedroom 1  Bedroom 2	Included	Excluded	None  V  V	Price	Comments		
Toilet roll holders  Bathroom mirror  4 Carpets  Hall, stairs and landing Living room Dining room  Kitchen  Bedroom 1  Bedroom 2  Bedroom 3	Included	Excluded	None  V  V	Price	Comments		

### Light fittings

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

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

## 7 Fitted units

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

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

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 Rotary line Other items (please specify)

	Included	Excluded	None	Price	Comments
Telephone receivers	•				
Television aerial	•				
Radio aerial					
Satellite dish		•			
10 Stock of fuel					
	Included	Excluded	None	Price	Comments
Oil			•		
Wood			~		
Liquefied Petroleum Gas (LPG)			<b>~</b>		
	-				
11 Other items					
		Included	Excluded	Price	Comments
Sarla Shah					
Otama and	Signed:				d: 25/11/2025
Signed:				Date	ed:

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

Each seller should sign this form.

Television and telephone