



Auction Pack

**Burlington Newlay Drive Horsforth
Leeds LS18 4LL**



Introduction to this pre-sale information pack This pre-sale information pack is designed to provide information for potential purchasers of Burlington Newlaywood Drive, Horsforth Leeds LS18 4LL

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

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

CONDITIONAL AUCTION TERMS AND CONDITIONS

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

There are three sections:

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

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

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

Important Notice

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

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

Glossary

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

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

Wherever it makes sense:

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

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

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

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

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

AUCTION

The AUCTION advertised in the CATALOGUE.

AUCTION CONDUCT CONDITIONS

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

Auctioneers

The Auctioneers at the AUCTION.

BUSINESS DAY

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

BUYER

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

BUYER INFORMATION PACK T

The pack of documents relating to the Property.

CATALOGUE

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

COMPLETION

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

Condition

One of the AUCTION CONDUCT CONDITIONS or SALE CONDITIONS.

CONTRACT

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

CONTRACT DATE

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

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

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)

Thank you for your agreement to purchase a property through Advanced Property Auction. This Agreement is made between Advanced Property Auction as agent for and on behalf of “the Seller” (“the Auctioneer”) and the Buyer(s) as detailed below (“the Buyer(s)”. The Buyer(s) and the Seller will be referred to as “the Parties”. This Agreement incorporates the conditional auction terms and conditions set out on the Auctioneer’s website at the date of Reservation (“Conditional Auction Terms and Conditions”). The “Buyer Information Pack” is deemed to be complete when the Auctioneer is in receipt of a valid local authority search, official water and drainage search, evidence of title and signed property information questionnaire and fixtures and fittings form.

Summary of Key terms and Details of the Parties

Property Details and the Reservation Fee

Date of Reservation _____

Property Address (“the Property”) _____

_____ **Postcode** _____

Purchase Price _____

Reservation Fee (payable to Auctioneer) _____

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

Seller (the legal owner of the Property) _____

Buyer(s) Details

Name(s) of the Buyer(s) _____

Address _____

_____ **Postcode** _____

Telephone Number _____

Mobile Telephone Number _____

E-mail _____

Date of Birth _____

Buyer’s Solicitors Details **Solicitor Name** _____

Contact Name _____ **Telephone** _____

Address _____

_____ **Postcode** _____

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

Seller's Solicitors Details: Solicitor Name _____

Contact Name _____ Telephone _____

Address _____

_____ Postcode _____

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

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

IT IS AGREED

1. Payment of Reservation Fee

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

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

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

On Behalf of the Buyer(s):

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

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

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

Signed:

PRINT:

Date:

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

3. Buyer's Obligations

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

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

4. Termination

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

5. Incorporation of Conditional Auction Terms and Conditions

The Buyer(s) confirm that they have read and agree with the terms and conditions of this Agreement and the Conditional Auction Terms and Conditions attached to this Agreement.

6. Auctioneer's Position

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

7. Waiver

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

8. Assignment and other dealings prohibited

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

9. Costs

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

10. General

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

11. Notices

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

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

On Behalf of the Buyer(s):

Buyer 1 - please sign:

Buyer 2 - please sign:

11. Notices

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

On Behalf of the Buyer(s):

12. Third Party Rights

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

13. Counterparts

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

14. Governing Law

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

15. Jurisdiction

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

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

On Behalf of the Buyer:

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

Buyer 1 - please sign:

Buyer 2 - please sign:

Date:

PRINT:

PRINT:

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

Signed:

PRINT:

Date:

These are the notes referred to on the following official copy

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

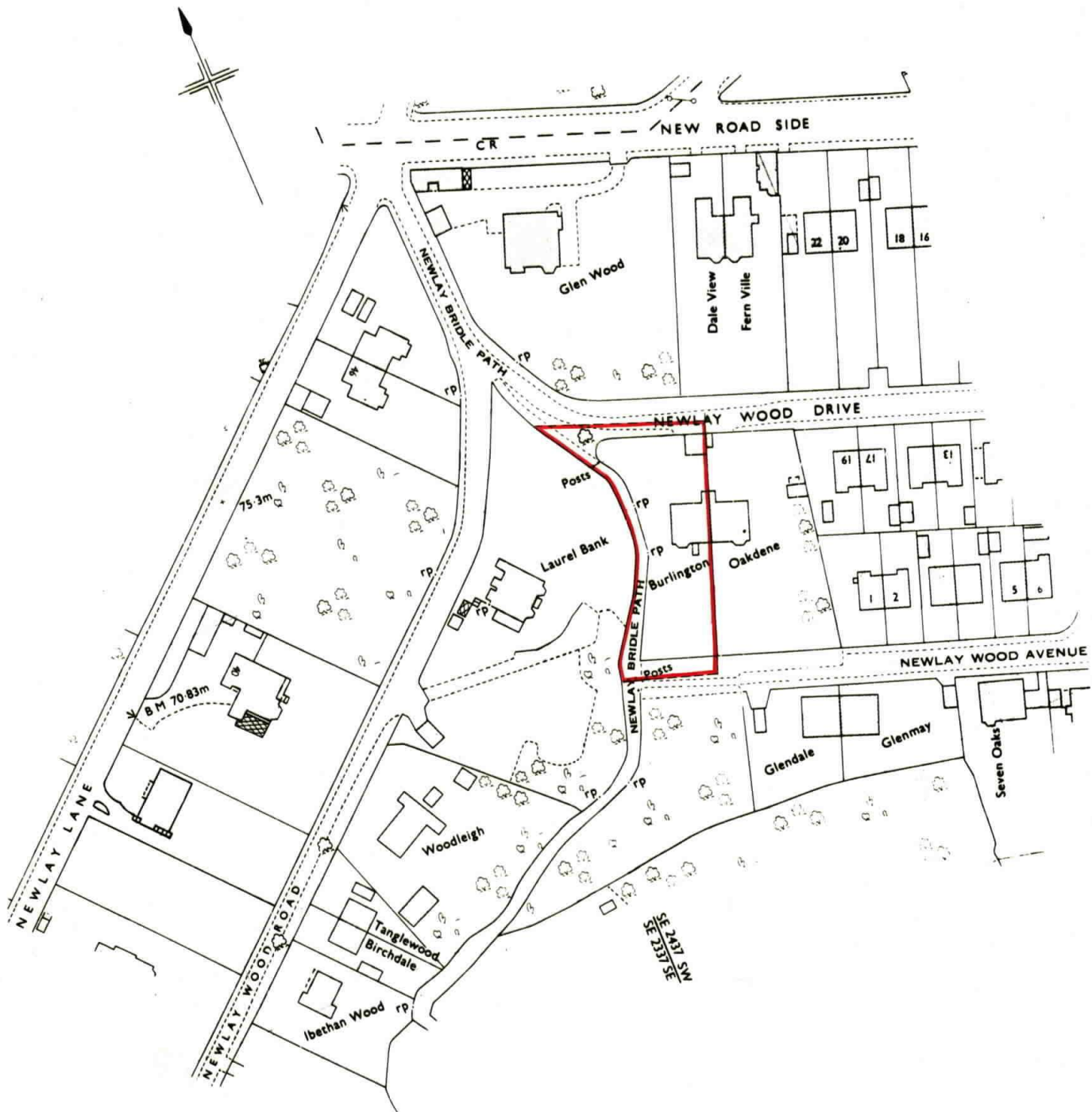
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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

This official copy is issued on 15 August 2024 shows the state of this title plan on 15 August 2024 at 13:28:56. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
		WYK 184167	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST YORKSHIRE		SE 2337
			SECTION
			O
Scale: 1/1250		LEEDS DISTRICT	© Crown copyright 1977



The electronic official copy of the register follows this message.

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



Official copy of register of title

Title number WYK184167

Edition date 14.08.2023

- This official copy shows the entries on the register of title on 15 AUG 2024 at 13:28:57.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 15 Aug 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

A: Property Register

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

WEST YORKSHIRE : LEEDS

- (19.11.1979) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Burlington, Newlay Wood Drive, Horsforth, Leeds (LS18 4LL).
- The land has the benefit of the following rights granted by a Conveyance of the land in this title dated 19 May 1914 made between (1) Thomas Issott Preston and John Edwin Preston and (2) Elizabeth Issott:-

Together with the right of the said Elizabeth Issott or the owner or owners for the time being of the land thereby conveyed to use the drains running under the land on the Easterly side of and adjoining the land thereby conveyed and shown on the plan endorsed thereon as far as the same right at present exists for the purpose of draining the property thereby conveyed she paying one half of the expense of keeping such drains in repair

NOTE: Copy plan filed.
- A Conveyance of the land in this title dated 6 July 1917 made between (1) Thomas Issott Preston and John Edwin Preston and (2) Violet Syril Kitchen contains the following provision:-

"It is hereby declared that the wall and fence on the Easterly side of the hereditaments hereby conveyed are a party wall and fence respectively"

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

- (19.11.1979) PROPRIETOR: ELIZABETH ISOBEL BERRY of "Burlington" Newlay Wood Drive, Horsforth, Leeds LS18 4LL.
- (19.10.2021) RESTRICTION: No disposition by a sole proprietor of the

Title number WYK184167

B: Proprietorship Register continued

registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.

C: Charges Register

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

- 1 The land is subject to such restrictive covenants as may have been imposed thereon before 28 September 1895 and are still subsisting and capable of being enforced.

End of register

Regulated Local Authority Search

Land Charges Summary

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



Planning Permissions

Sections 1.1a-1.1i

No



Building Regulations Approval

Sections 1.1j-1.1l

No



Planning Designations and Proposals

Section 1.2

Identified



Roads

Roads, Footways, and Footpaths
Maintained at Public Expense
Section 2.1

Public/Private

Other Matters



Nearby Road Schemes

Section 3.4

No



Nearby Railway Schemes

Section 3.5

Identified



Traffic Schemes

Section 3.6

No

About Your Search

Search Type:

Land Charges Register and Local Search Enquiries

Property:

Burlington
Newlay Wood Drive
Horsforth
Leeds
LS18 4LL

Local Authority:

Leeds City Council
Civic Hall, Calverley Street, Leeds, LS1 1UR.

Our Reference:

XX/4681157

Your Reference:

Searches/LS184LL/WYK184167

Prepared by:

Iglaister

Invoice Number:

E25942655

Date:

21/08/2024

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

 **0800 052 0117**

 **cs@onesearchdirect.co.uk**

Contents

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

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

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

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

Search of Local Land Charges Register

Subjects: **Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.**
 Date of Search Report: **21/08/2024**
 Search Report No: **06519158**
 Search Report Prepared By: **Iglaister**

Charges on Register

03 - Planning Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Conservation Area CA15252 Horsforth 'Newlay' (1) Effective on 08 April 1981 (2) Modified on 10 November 2008 per Planning (Listed Buildings and Conservation Areas) Act 1990 section 69(4)	Leeds City Council	Civic Hall, Calverley Street, Leeds, LS1 1UR.	30/4/1981
Authority reference H27/195/82/ 5 bedroom detached house, with attached double garage, to vacant site. Adjacent To Glendale Newlay Wood Avenue Horsforth NOTE the land thereby affected includes part only of the land shown edged red on the search plan provided.	Leeds City Council	Civic Hall, Calverley Street, Leeds, LS1 1UR.	14/3/1983
Authority reference H27/38/84/ Laying out of access and erection of 2, 4 bedroom semi-detached houses, 1 with attached garage and 1 with attached d[incomplete description at source] Off Newlay Wood Avenue Horsforth	Leeds City Council	Civic Hall, Calverley Street, Leeds, LS1 1UR.	22/5/1984
04 - Miscellaneous Charges			
Description Of Charge (including reference to appropriate statutory provision)	Originating Authority	Place Where Relevant Documents May Be Inspected	Date Of Registration
Smoke Control Order SM15434 City of Leeds (Metropolitan District) (Horsforth) Clean Air Act 1993 section 18	Leeds City Council	Civic Hall, Calverley Street, Leeds, LS1 1UR.	4/1/1982

Local Search Enquiries

Subjects: **Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.**
 Date of Search Report: **21/08/2024**
 Search Report No: **06519158**
 Search Report Prepared By: **Iglaister**

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

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

Planning and Building Regulation Decisions and Pending Applications

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

1.1

Section 1.1 (a) Planning Permissions	None
Section 1.1 (b) Listed Building Consents	None
Section 1.1 (c) Conservation Area Consents	None
Section 1.1 (d) Certificate of Lawfulness of Existing Use or Development	None
Section 1.1 (e) Certificate of Lawfulness of Proposed Use or Development	None
Section 1.1 (f) A Certificate of Lawfulness of Proposed Works for Listed Buildings	None
Section 1.1 (g) A Heritage Partnership Agreement	None
Section 1.1 (h) A Listed Building Consent Order	None
Section 1.1 (i) A Local Listed Building Consent Order	None
Section 1.1 (j) Building Regulations Approvals	None
Section 1.1 (k) Building Regulations Completion Certificate	None
Section 1.1 (l) Any building regulations certificate or notice issued in respect of work carried out under a competent person self-certification scheme?	None

Informative

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

Informative

The Local Authority's computerised records of planning and building control documents do not extend back before planning - 01/04/1974 - and building control - 01/01/1974 - and replies will only cover the period since that date. If earlier history is required, please contact the Planning & Building Control Department - refer to search information sheet for contact details

Informative

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

Planning Designations and Proposals

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

See details below

1.2

Borough Boundary	-	-
Local Plans	Borough Boundary	
Core Strategy	Adopted	31/01/2018
Local Plans	Affordable Housing Market Zone 1	
Local Plans	500m Access to Woodland Sites	
Local Plans	Density Zones - Other Urban Areas	
Local Plans	Employment Shortfall Area	
Leeds Unitary Development Plan Review Adopted	Adopted	19/07/2006
Local Plan Policy	Conservation Area	
Local Plan Policy	Borough Boundary	
Proposal Map	Adopted	31/01/2018
Local Plans	Aerodrome Safeguarding Area	
Local Plans	Main and Smaller Urban Areas	
Site Allocations	Adopted	10/07/2019
Local Plans	Housing Market Characteristic Areas	
Local Plans	Core Strategy MAIN URBAN AREA	

Informative

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

Roads

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

2.1

(a) Highway Maintainable at Public Expense	Public/Private
Name	Status
Newlay Wood Drive, Horsforth	Public/Private
Newlay Wood Drive is private to the front and rear of the property	
(b) Subject to adoption and supported by a bond or bond waiver	No
(c) To be made up by a local authority who will reclaim the cost from the frontagers; or	No
(d) To be adopted by a local authority without reclaiming the cost from the frontagers?	No
Informative <i>Any further enquiries should be made to the Local Authority's Highways Department (refer to Search Information Sheet).</i>	

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

Yes

2.2

Please see attached. A Public Right of Way is shown as a red line.

Informative

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

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

No

2.3

Informative

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

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

No

2.4

Informative

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

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

Yes

2.5

Informative

See attached

Other Matters

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

Land Required for Public Purposes

3.1. Is the property included in land required for public purposes?

No

3.1

Land to be Acquired for Road Works

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

No

3.2

Drainage Matters

3.3. Is the property:-

3.3

(a) Served by a sustainable urban drainage system (SuDS)? **Not Available**

(b) Are there SuDS features within the boundary of the property? If yes, is the owner responsible for maintenance? **Not Available**

(c) If the property benefits from a SuDS for which there is a charge, who bills the property for the surface water drainage charge? **Not Available**

Informative

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

Nearby Road Schemes

3.4. Is the property (or will it be) within 200 metres of any of the following?

No

3.4

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

Informative

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

Nearby Railway Schemes

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

No

3.5

Informative

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

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

Yes

3.5

Scheme Type

Proposal

High Speed Rail (HSR)

High Speed Rail (HSR)

High Speed Rail (HSR) Initial Preferred Route

High Speed Rail (HSR) Initial Preferred Route

Preferred Route November 2016 - HS2

Preferred Route November 2016 - HS2

Indicative Proposed HS2 Route

Indicative Proposed HS2 Route

Proposed Railway Stations

Proposed Railway Stations

Proposed Tram Train - Phase 1

Proposed Tram Train - Phase 1

Proposed Tram Train - Phase 2

Proposed Tram Train - Phase 2

Railways - Proposed Electrification

Railways - Proposed Electrification

Informative

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

Traffic Schemes

3.6 Has a local authority approved but not yet implemented any of the following for the roads, footways and footpaths which are named in Boxes B and C and are within 200 metres of the boundaries of the property:	No	3.6
(a) Permanent stopping up or diversion; (b) Waiting or loading restrictions (c) One way driving (d) Prohibition of driving (e) Pedestrianisation (f) Vehicle width or weight restrictions (g) Traffic calming works including road humps (h) Residents parking controls (i) Minor road widening or improvement (j) Pedestrian crossings (k) Cycle tracks; or (l) Bridge building?		
Informative <i>In some circumstances, road closures can be obtained by third parties from magistrate's courts, or can be made by the Secretary of State for Transport without involving the local authority.</i>		
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>		
Informative <i>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.</i>		

Outstanding Notices

3.7. Do any statutory notices which relate to the following matters subsist in relation to the property other than those revealed in a response to any other enquiry in this schedule:-	Yes	3.7												
(a) Building Works; (b) Environment; (c) Health and Safety; (d) Housing; (e) Highways; or (f) Public health? (g) Flood and coastal erosion risk management														
<table border="1"> <thead> <tr> <th>Act</th> <th>Section</th> <th>Council Ref</th> <th>Details</th> <th>Status</th> <th>Date Served</th> </tr> </thead> <tbody> <tr> <td>Anti-social Behaviour, Crime and Policing Act 2014</td> <td>Public Spaces Protection Order</td> <td>Public Spaces Protection Order (Vehicular Nuisance etc) Order Number 1 of 2023 (Leeds City Council)</td> <td>Leeds City Council Public Spaces Protection Order (Vehicular Nuisance etc) Order Number 1 of 2023 The order will cover only Public Road and Public Open Spaces to which the public would normally have access to in the whole Leeds City Council area.</td> <td>Made</td> <td>01/04/2023</td> </tr> </tbody> </table>	Act	Section	Council Ref	Details	Status	Date Served	Anti-social Behaviour, Crime and Policing Act 2014	Public Spaces Protection Order	Public Spaces Protection Order (Vehicular Nuisance etc) Order Number 1 of 2023 (Leeds City Council)	Leeds City Council Public Spaces Protection Order (Vehicular Nuisance etc) Order Number 1 of 2023 The order will cover only Public Road and Public Open Spaces to which the public would normally have access to in the whole Leeds City Council area.	Made	01/04/2023		
Act	Section	Council Ref	Details	Status	Date Served									
Anti-social Behaviour, Crime and Policing Act 2014	Public Spaces Protection Order	Public Spaces Protection Order (Vehicular Nuisance etc) Order Number 1 of 2023 (Leeds City Council)	Leeds City Council Public Spaces Protection Order (Vehicular Nuisance etc) Order Number 1 of 2023 The order will cover only Public Road and Public Open Spaces to which the public would normally have access to in the whole Leeds City Council area.	Made	01/04/2023									
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>														

Contravention of Building Regulations

3.8. Has a local authority authorised in relation to the property any proceedings for the contravention of any provisions contained in building regulations

No

3.8**Notices, Orders, Directions and Proceedings under Planning Acts**

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

3.9

(a) Enforcement Notice	No
(b) Stop Notice	No
(c) Listed Building Enforcement Notice	No
(d) Breach of Condition Notice	No
(e) Planning Contravention Notice	No
(f) Other Notice Relating to Breach of Planning Control	No
(g) Listed Buildings Repair Notice	No
(h) In the case of a listed building deliberately allowed to fall into disrepair, a compulsory purchase order with a direction for minimum compensation	No
(i) A Building Preservation Notice	No
(j) A Direction Restricting Permitted Development	No
(k) An Order Revoking or Modifying Permission	No
(l) An Order Requiring Discontinuance of Use or Alteration or Removal of Buildings or Works	No
(m) Tree Preservation Order	No
(n) Proceedings to Enforce a Planning Agreement or Planning Contribution	No

Informative

Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3 (a), (c), and (f-n).

Community Infrastructure Levy (CIL)

3.10 (a) Is there a CIL charging schedule?	Yes	3.10
Type of development in Leeds / CIL Charge per square metre Residential – Zone 1 £90 Residential – Zone 2a £23 Residential – Zone 2b £45 Residential – Zone 3 £5 Residential – Zone 4 £5 Supermarkets* = 500 sqm in City Centre £110 Supermarkets* = 500 sqm outside of City Centre £175 Comparison Retail = 1,000 sqm in City Centre £35 Comparison Retail = 1,000 sqm outside of City Centre £55 Offices in City Centre £35 Development by a predominantly publicly funded or not for profit organisation, including sports and leisure centres, medical or health services, community facilities, and education Zero All other uses not cited above £5		
(b) If yes, do any of the following subsist in relation to the property, or has a local authority decided to issue, serve, make or commence any of the following:-		
(i) a liability notice?	No	
(ii) a notice of chargeable development	No	
(iii) a demand notice	No	
(iv) a default liability notice?	No	
(v) an assumption of liability notice?	No	
(vi) a commencement notice?	No	
(c) Has any demand notice been suspended?	No	
(d) Has the Local Authority received full or part payment of any CIL liability?	No	
(e) Has the Local Authority received any appeal against any of the above?	No	
(f) Has a decision been taken to apply for a liability order?	No	
(g) Has a liability order been granted?	No	
(h) Have any other enforcement measures been taken?	No	
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to enquiries 3.10 (b)(i), (b)(iii), (d), and (f-h).</i>		

Conservation Areas

3.11. Do the following apply in relation to the property:-	No	3.11
a) The making of the area a Conservation Area before 31st August 1974; or b) An unimplemented resolution to designate the area a Conservation Area?		

Compulsory Purchase

3.12. Has any enforceable order or decision been made to compulsorily purchase or acquire the property?	No	3.12
Informative <i>Matters already entered on the Local Land Charges Register will not be revealed in answer to this enquiry.</i>		

Contaminated Land

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

No

3.13

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

Informative

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

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

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

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

Radon Gas

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

Yes

3.14

Yes. If you have obtained an environmental report we would refer you to the relevant section which will provide you with the percentage of homes in your immediate area which are above the action level. If you have not obtained an environmental report please contact us and we will provide you with a radon risk report. The cost of a Landmark Radon Report is currently £1.20 including VAT.

Informative

“Radon Affected Area” means a part of the country with a 1% probability or more of present or future homes being above the Action Level. Such areas are designated by the UK Health Security 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 UK Health Security Agency. Existing homes in Affected Areas should have radon measurements. The present owner should say whether the radon concentration has been measured in the property; whether the result was at or above the Action Level and if so whether remedial measures were installed and whether the radon concentration was re-tested to assess the effectiveness of the remedy.

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

Further information on radon, including an indicative version of the Radon Affected Areas map, the associated health risks and common questions and answers is available from UK Health Security Agency Radiation Protection Services website (<https://www.ukhsa-protectionservices.org.uk/radon/>). Alternatively information can be requested from UKHSA on 01235 825313 or by writing to UK Health Security Agency, Chilton, Didcot, Oxon, OX11 0RQ.

Assets of Community Value

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

Search Information Sheet

Service Contact Details

Leeds City Council

Civic Hall
Calverley Street
Leeds
LS1 1UR



Leeds City Council

Leeds City Council
Department of Planning & Environment Merrion House
110 Merrion Centre
Leeds
LS2 8SH
0113 247 8000



UK Health Security Agency

UK Health Security Agency
10 South Colonnade
London
E14 4PU



020 7654 8000



enquiries@ukhsa.gov.uk

Crossrail

8 Cavell Mews
Flitwick
Bedford
MK45 1GT



0345 602 3813



helpdesk@crossrail.co.uk

HS2

28 Larch Road
Dartford
DA1 2LF



020 7944 4908



HS2enquiries@hs2.org.uk

Terms and Conditions

The Search Company

1. This Search Report was prepared, and the search carried out, by OneSearch Direct Limited, (Company number SC230285), 2nd Floor, Skypark SP1, 8 Elliot Place, Glasgow G3 8EP (referred to in these Notes as "OneSearch").
2. ONESEARCH Direct Limited is a limited company registered in Scotland.
3. OneSearch maintain contractual relationships with various persons involved in the conveyancing process in the UK. OneSearch will disclose on the Search Report any personal or business relationship which it has with any person involved in the sale of the property who is identified at the point of ordering the search. OneSearch cannot accept any liability for failing to disclose a relationship where the involvement of a person in the transaction was not made known to it at the time of ordering the search.

Terms for Preparation of Search

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

Scope of Area Searched

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

Definition of Search Terms

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

Legal Issues

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

Cancellations

12. Wherever possible, we will cancel a request without attaching a charge. In some instances, however, we may need to recover costs which have already been incurred. Any such costs will be applied in line with the following timescales:
- Any personal search cancelled up to one working day after the order is placed can be cancelled without charge
 - Any personal search cancelled on the expected return date, or one working day before, will attract a 100% charge
 - Any personal search cancellation request made between these times will attract a 50% charge.
 - Any ancillary report cancellation request received where no work has been carried out can be cancelled without charge. Any direct costs incurred will be passed on and charged in full.

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

Cancellations

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

Queries

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

Liability and Insurance

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

Complaints Procedure

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

If you want to make a complaint, we will:

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

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

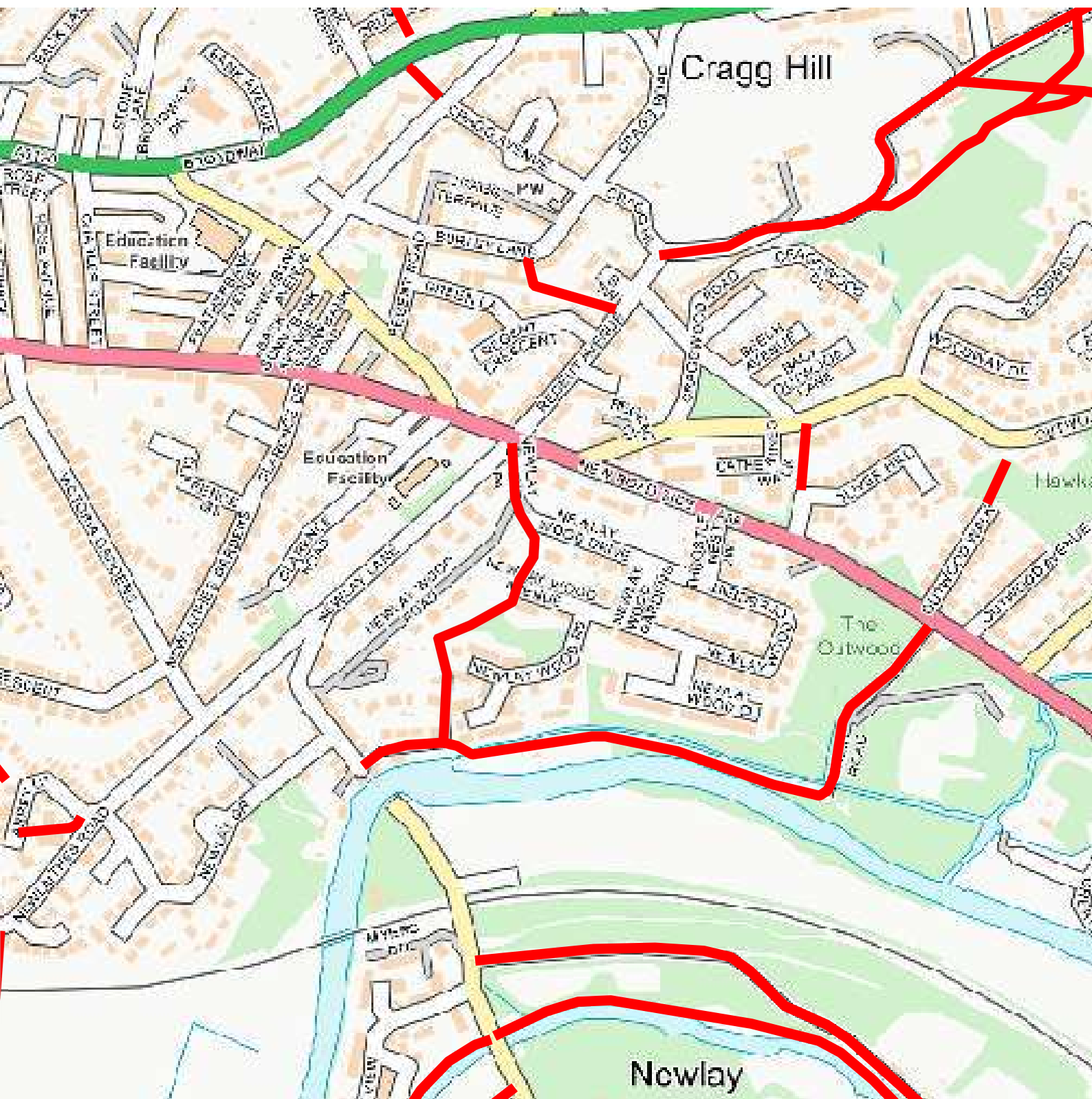
We will co-operate fully with the Ombudsman during an investigation and comply with his decision.

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

or
Customer Services Manager
OneSearch Direct
Skypark SP1
8 Elliot Place
Glasgow
G3 8EP
Tel: 0800 052 0117

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

LEAS Division - Landmark Information Group Limited



Fact Sheet for Homebuyers



Why do I need this search?

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

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

Local Land Charges

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

Planning Decisions

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

1.1. Which of the following relating to the property have been granted, issued or refused or (where applicable) are the subject of pending applications:-		
Section 1.1 (a)	Planning Permissions	None
Section 1.1 (b)	Listed Building Consents	None
Section 1.1 (c)	Conservation Area Consents	None
Section 1.1 (d)	Certificate of Lawfulness of Existing Use or Development	None
Section 1.1 (e)	Certificate of Lawfulness of Proposed Use or Development	None

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

Building Regulations

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

Planning Designations and Proposals

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

1.2. What designations of land use for the property or the area, and what specific proposals for the property, are contained in any existing or proposed development plan?	
North Somerset Council Local Development Framework	
Clevedon, Nailsea, and Portishead	Adopted
North Somerset Replacement Local Plan Adopted#1390	
Local Plan Policy	Conservation Area
Local Plan Policy	Borough Boundary
Local Plan Policy	Forest of Avon
Local Plan Policy	Settlement Boundary

2. Which of the roads, footways and footpaths named in the application for this search are:-				
(a) Highway Maintainable at Public Expense				
Name	Carriageway	Footway	Footpath	Verge
Sample Hill, Portishead	Public	Public	None	None
Footpath to side	None	None	Private	None

Roads

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

Fact Sheet for Homebuyers



Important! Please note...

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

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

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

Roads, Railway and Traffic Schemes

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

Notices and Orders

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

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

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

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

No

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

Contaminated Land

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

What does this search **NOT** include?

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

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



Important Consumer Protection Information

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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

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

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

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

Drainage and Water Search

Prepared for: LEAS Division - Landmark Information Group Limited <support@landmarkagent.co.uk>



Property Address

Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.



Mains Water

● Connected



Foul Water

● Connected



Surface Water Sewer

● Connected



Sewer Pipe Within Boundary

■ Yes



Water Pipe Within Boundary

■ Yes

About Your Search

Date:

19/08/2024

Search Type:

Drainage and Water Search

Sewer Undertaker

Yorkshire Water Services Ltd

Our Reference:

D03157962

Your Reference:

Searches/LS184LL/WYK184167

Report Prepared by:

Ryan Goodwin

Invoice Number:

E25942654

Legend

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

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

Telephone 0800 052 0117

Email cs@onesearchdirect.co.uk

Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.

Drainage Map

 Enclosed

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

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

Map of Waterworks

 Enclosed

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

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

Foul Water

 Connected

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

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

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

Surface Water

 Connected

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

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

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

Surface Water

 See Detail

2.3 Is a surface water drainage charge payable?

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

Drainage Assets within Boundary

 Yes

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

The map indicates an asset within the boundaries of the property. A full site inspection should be conducted prior to any works commencing to accurately locate the asset.

Notes

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

Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.

Surface Water

 Insured

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

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

Public Sewer

 Yes

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

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

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

Public Sewer

 Insured

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

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

Adoption

 No

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

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

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

Building Over Agreements

 See Detail

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

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

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

Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.

Internal Flooding

 Insured

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

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

Sewage Treatment Works

 Insured

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

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

Mains Water

 Connected

3.1 Is the property connected to mains water supply?

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

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

Water Assets within Boundary

 Yes

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

The map indicates an asset within the boundaries of the property. A full site inspection should be conducted prior to any works commencing to accurately locate the asset.

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

Adoption

 No

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

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

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

Drainage and Water Search

Report Reference D03157962

Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.

Water Pressure

 Insured

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

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

Water Supply Classification

 See Detail

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

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

Water Meter

 See Detail

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

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

Sewerage Undertaker

 See Answer

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

Yorkshire Water Services Ltd, Western House, Halifax Road,, Bradford, BD6 2SZ.

Telephone: 0845 1 24 24 24

Web: www.yorkshirewater.com

Water Undertaker

 See Answer

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

Yorkshire Water Services Ltd, Western House, Halifax Road,, Bradford, BD6 2SZ.

Telephone: 0845 1 24 24 24

Web: www.yorkshirewater.com

Sewerage Service Billing

 See Detail

4.2 Who bills the property for sewerage services?

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

Water Service Billing

 See Detail

4.3 Who bills the property for water services?

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

Charging Basis

 See Detail

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

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

Drainage and Water Search

Report Reference D03157962

Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.

Public Sewer

 Insured

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

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Drainage and Water Search

Burlington, Newlay Wood Drive, Horsforth, Leeds, LS18 4LL.

Report Reference D03157962

Terms and Conditions

The Search Company

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

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

(Referred to as "OneSearch").

2. OneSearch Direct is a Limited Company registered in Scotland, Company Number SC230285.

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

Terms for Preparation of Search

4. This Search Report does not consider whether all necessary consents have been obtained. Purchasing agents are advised to obtain the necessary documentation from the vendors.

5. The necessary searches to prepare this report were completed on the date of issue as specified on the coversheet. This report has been compiled by either a physical examination of public records or the firm's own current records.

Legal Issues

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

7. The seller of the subjects or the person acting as his/her estate agent may make copies of this Search Report subject to our prior agreement.

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If you make a complaint, we will:

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

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

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

Tel 01722 333306

Email admin@tpos.co.uk

Web <http://www.tpos.co.uk/>

We will cooperate fully with the Ombudsman during any investigation and comply with his decision.

Drainage and Water Map



THIS MAP IS PROVIDED FOR INDICATIVE PURPOSES ONLY

Land Registry Plans are Crown Copyright, reproduced with the permission of Land Registry under delegated authority from the Controller of HMSO.

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NOTES

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

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



PERSONAL SEARCH (DW ERRORS AND OMISSIONS AND MISSING ANSWERS)

ISSUED BY
STEWART TITLE LIMITED

stewart title®

POLICY SUMMARY

keyfacts

POLICY TYPE
Personal Search (DW Errors and Omissions and Missing Answers)

THE INSURER
Stewart Title Limited

POLICY TERM
In Perpetuity from the Policy Date

INSURER'S ADDRESS
6 Henrietta Street, London, WC2E 8PS

TO THE POLICYHOLDER

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

TO THE INTERMEDIARY

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

SIGNIFICANT CONDITIONS OR EXCLUSIONS UNDER THIS POLICY

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

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

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

UPDATING THE COVER

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

RIGHTS TO CANCEL POLICY

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

HOW TO CLAIM

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

COMPLAINTS

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

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

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

BASIS OF COVER

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

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

Signed for and on behalf of Stewart Title Limited

A handwritten signature in black ink, appearing to read 'Steven Lessack', written in a cursive style.

Steven Lessack
CEO, Stewart Title Limited

Authorised Signatory

POLICY SCHEDULE

POLICY NUMBER
160482

PROPERTY
Each property which is noted on the bordereau

POLICY DATE
As referred to on the bordereau per Property

LIMIT OF INDEMNITY
See Additional Policy Clause(s) section below

POLICY TERM
In Perpetuity from the Policy Date

PREMIUM
See Additional Policy Clause(s) section below

THE INSURED

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

THE INSURER

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

THE DEFECT

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

INSURED USE

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

EXCLUSION(S)

Any Claim arising from or relating to:

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

ADDITIONAL POLICY CLAUSE(S)

Definitions:-

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

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

- (i) the absence in the Search of answers to questions 2.4.1, 2.5.1, 2.8, 2.9, 3.4 and 4.5 and/or
- (ii) incorrect information being given to the Organisation by the statutory authority or authorities responsible for maintaining the registers forming the subject matter of the Search and/or
- (iii) incorrect information being given by the Organisation to the Insured in respect of Questions 2.1, 2.2 and 3.1 where the Organisation has interpreted data obtained from the statutory authority or authorities responsible for maintaining the registers but that interpretation is incorrect due to the negligence of, or an error by, the Organisation.

Organisation - One Search Direct

Regulated Search - A search requested by or on behalf of the Insured in the course of a purchase or remortgage transaction relating to the Property in response to which the Organisation in accordance with the Council of Property Search Organisations' search code has undertaken enquiries and provided a report upon which the Insured relies.

LIMIT OF INDEMNITY
(Up to £ per Property)
£ 2,000,000.00

PREMIUM
(£ inclusive of I.P.T)
£1.15

MEMORANDUM OF ENDORSEMENT For Seller Cover**Definitions:**

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

Seller: The Seller of the Property who has requested and paid for the Regulated Search in order to enable the sale of the Property to the Buyer;

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

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

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

Sale Price: The price actually paid by the Buyer to the Seller for the Property on the Completion Date as detailed in the exchanged contract.

Seller Cover

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

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

Exclusions

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

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

Conditions

All conditions referred to in the Policy shall apply

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

COVER

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

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

GENERAL PROVISIONS

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

NON INVALIDATION

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

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

IMPORTANT CONDITIONS

In respect of each Property:-

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

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

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

COMPLAINTS PROCEDURE

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

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

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

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

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

RIGHT TO CANCEL POLICY

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

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

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

CLAIMS CONDITIONS

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

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

The Insured will not make any

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

DEALING WITH THE CLAIM

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

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

THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

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

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

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



Important Consumer Protection Information

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

The Search Code:

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

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

The Code's core principles

Firms which subscribe to the Search Code will:

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

Complaints

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

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

TPOs Contact Details:

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

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

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

These are the notes referred to on the following official copy

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

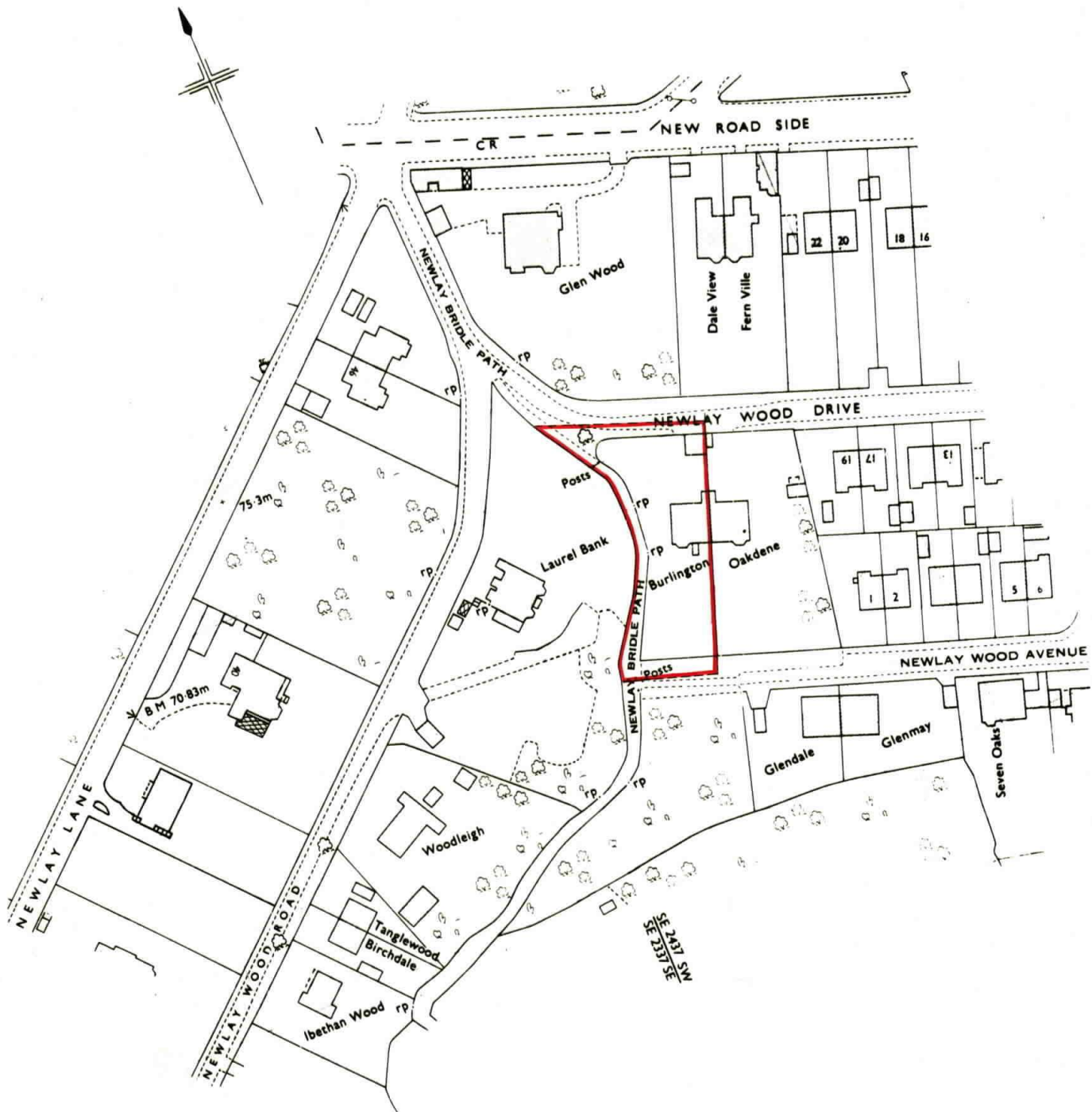
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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

This official copy is issued on 15 August 2024 shows the state of this title plan on 15 August 2024 at 13:28:56. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Nottingham Office .

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H.M. LAND REGISTRY		TITLE NUMBER	
		WYK 184167	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	WEST YORKSHIRE		SE 2337
			SECTION
			O
Scale: 1/1250		LEEDS DISTRICT	© Crown copyright 1977



Law Society Fittings and Contents Form (3rd edition)

Address of the property

Burlington
Newlay Wood Drive
Horsforth
Leeds

Postcode LS18 4LL

Full names of the seller

James Joshua Berry
Alexander Berry

Seller's solicitor

Name of solicitor's firm

Holden Smith Law Ltd

Address

107-109 New Rd Side
Horsforth
Leeds
LS18 4QD

Email

Alex.jones@holdensmith.co.uk

Reference number

About this form

The aim of this form is to make clear to the buyer which items are included in the sale. It must be completed accurately by the seller as the form may become part of the contract between the buyer and seller.

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

Definitions

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

Instructions to the seller and the buyer

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

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

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

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

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

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

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

1 Basic fittings

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

1 Basic fittings (continued)

	Included	Excluded	None	Price	Comments
Electric sockets	☒	☐	☐		
Burglar alarm	☐	☐	☒		
<i>Other items (please specify)</i>					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

2 Kitchen

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

	Fitted	Free-standing	Included	Excluded	None	Price	Comments
Hob	☐	☒	☐	☐	☐		
Extractor hood	☐	☐	☐	☐	☒		
Oven/grill	☐	☒	☐	☐	☐		Non-functional
Cooker	☐	☒	☐	☐	☐		
Microwave	☐	☐	☐	☐	☒		
Refrigerator/fridge-freezer	☐	☒	☐	☐	☐		
Freezer	☐	☐	☐	☐	☒		
Dishwasher	☐	☐	☐	☐	☒		
Tumble-dryer	☐	☐	☐	☐	☒		
Washing machine	☐	☐	☐	☐	☒		
<i>Other items (please specify)</i>							
	☐	☐	☐	☐			
	☐	☐	☐	☐			
	☐	☐	☐	☐			
	☐	☐	☐	☐			

3 Bathroom

	Included	Excluded	None	Price	Comments
Bath	☒	☐	☐		
Shower fitting for bath	☐	☐	☒		
Shower curtain	☐	☐	☒		
Bathroom cabinet	☐	☐	☒		
Taps	☒	☐	☐		
Separate shower and fittings	☒	☐	☐		Non-functional
Towel rail	☒	☐	☐		
Soap/toothbrush holders	☐	☐	☒		
Toilet roll holders	☒	☐	☐		
Bathroom mirror	☒	☐	☐		

4 Carpets

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☒	☐	☐		2nd floor only
Living room	☒	☐	☐		
Dining room	☐	☐	☒		
Kitchen	☐	☐	☒		
Bedroom 1	☐	☐	☒		
Bedroom 2	☐	☐	☒		
Bedroom 3	☒	☐	☐		
<i>Other rooms (please specify)</i>					
Bedroom 4	☐	☐			none
Bedroom 5	☐	☐			none
Bedroom 6	☐	☐			none
Bedroom 7	☒	☐			

5 Curtains and curtain rails

	Included	Excluded	None	Price	Comments
Curtain rails/poles/pelmets					
Hall, stairs and landing	☒	☐	☐		ground floor
Living room	☒	☐	☐		
Dining room	☒	☐	☐		
Kitchen	☐	☐	☒		
Bedroom 1	☐	☐	☒		
Bedroom 2	☒	☐	☐		
Bedroom 3	☒	☐	☐		
<i>Other rooms (please specify)</i>					
Bedroom 4	☐	☐			none
Bedroom 5	☐	☐			none
Bedroom 6	☐	☐			none
Bedroom 7	☐	☐			none
Curtains/blinds					
Hall, stairs and landing	☒	☐	☐		
Living room	☒	☐	☐		
Dining room	☒	☐	☐		
Kitchen	☒	☐	☐		
Bedroom 1	☒	☐	☐		
Bedroom 2	☒	☐	☐		
Bedroom 3	☒	☐	☐		
<i>Other rooms (please specify)</i>					
Bedroom 4	☐	☐			none
Bedroom 5	☒	☐			
Bedroom 6	☒	☐			
Bedroom 7	☐	☐			none

6 Light fittings

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

	Included	Excluded	None	Price	Comments
Hall, stairs and landing	☒	☐	☐		
Living room	☒	☐	☐		
Dining room	☒	☐	☐		
Kitchen	☒	☐	☐		
Bedroom 1	☒	☐	☐		
Bedroom 2	☒	☐	☐		
Bedroom 3	☒	☐	☐		
<i>Other rooms (please specify)</i>					
Bedroom 4	☒	☐			
Bedroom 5	☒	☐			
Bedroom 6	☒	☐			
Bedroom 7	☒	☐			

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	☐	☐	☒		
Living room	☐	☐	☒		
Dining room	☐	☐	☒		
Kitchen	☒	☐	☐		
Bedroom 1	☒	☐	☐		
Bedroom 2	☐	☐	☒		
Bedroom 3	☐	☐	☒		

7 Fitted units (continued)

	Included	Excluded	None	Price	Comments
<i>Other rooms (please specify)</i>					
Bedroom 4	☒	☐			
Bedroom 5	☐	☐			none
Bedroom 6	☐	☐			none
Bedroom 7	☒	☐			

8 Outdoor area

	Included	Excluded	None	Price	Comments
Garden furniture	☐	☐	☒		
Garden ornaments	☐	☐	☒		
Trees, plants, shrubs	☒	☐	☐		
Barbecue	☐	☐	☒		
Dustbins	☒	☐	☐		
Garden shed	☒	☐	☐		very poor condition
Greenhouse	☐	☐	☒		
Outdoor heater	☐	☐	☒		
Outside lights	☐	☐	☒		
Water butt	☐	☐	☒		
Clothes line	☐	☐	☒		
Rotary line	☐	☐	☒		
<i>Other items (please specify)</i>					
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			
	☐	☐			

9 Television and telephone

	Included	Excluded	None	Price	Comments
Telephone receivers	☒	☐	☐		
Television aerial	☒	☐	☐		
Radio aerial	☐	☐	☒		
Satellite dish	☐	☐	☒		

10 Stock of fuel

	Included	Excluded	None	Price	Comments
Oil	☐	☐	☒		
Wood	☐	☐	☒		
Liquefied Petroleum Gas (LPG)	☐	☐	☒		

11 Other items

	Included	Excluded	Price	Comments
	☐	☐		
	☐	☐		
	☐	☐		
	☐	☐		

Signed: 

Dated: 30-08-2024

Signed: 

Dated: 30-08-2024

Each seller should sign this form.

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

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

**Address of the
property**

Burlington
Newlay Wood Drive
Horsforth
Leeds

Postcode

**Full names of
the seller**

James Joshua Berry
Alexander Berry

Seller's solicitor
Name of solicitor's firm

Holden Smith Law Ltd

Address

107-109 New Rd Side
Horsforth
Leeds
LS18 4QD

Email

Alex.jones@holdensmith.co.uk

Reference number

About this form

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

Definitions

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

Instructions to the seller

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

Instructions to the buyer

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

1. Boundaries

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

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

(a) on the left? _____	☐ Seller	☐ Neighbour
	☒ Shared	☐ Not known
(b) on the right? _____	☒ Seller	☐ Neighbour
	☐ Shared	☐ Not known
(c) at the rear? _____	☒ Seller	☐ Neighbour
	☐ Shared	☐ Not known
(d) at the front? _____	☒ Seller	☐ Neighbour
	☐ Shared	☐ Not known

1.2 If the boundaries are irregular please indicate ownership by written description or by reference to a plan:

The boundary on the front includes 50% of the private road (Newlay Wood Drive)
The boundary on the right includes the whole bridleway but not the wall on the right (west side) of the bridleway
The boundary on the rear includes the plot of land between the wall and road (Newlay Wood Avenue)

1.3 Is the seller aware of any boundary feature having been moved in the last 10 years or during the seller's period of ownership if longer? If Yes, please give details:

☐ Yes ☒ No

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

☐ Yes ☒ No

- 1.5 Does any part of the property or any building on the property overhang, or project under, the boundary of the neighbouring property or road, for example cellars under the pavement, overhanging eaves or covered walkways? If Yes, please give details:

☐ Yes ☒ No

- 1.6 Has any notice been received under the Party Wall etc. Act 1996 in respect of any shared/party boundaries? If Yes, please supply a copy, and give details of any works carried out or agreed:

☐ Yes ☒ No
☐ Enclosed ☐ To follow

2. Disputes and complaints

- 2.1 Have there been any disputes or complaints regarding this property or a property nearby? If Yes, please give details:

☐ Yes ☒ No

- 2.2 Is the seller aware of anything which might lead to a dispute about the property or a property nearby? If Yes, please give details:

☐ Yes ☒ No

3. Notices and proposals

- 3.1 Have any notices or correspondence been received or sent (e.g. from or to a neighbour, council or government department), or any negotiations or discussions taken place, which affect the property or a property nearby? If Yes, please give details:

☐ Yes ☒ No

3.2 Is the seller aware of any proposals to develop property or land nearby, or of any proposals to make alterations to buildings nearby?

☐ Yes ☒ No

If Yes, please give details:

4. Alterations, planning and building control

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

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

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

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No
 Year

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

☐ Yes ☒ No
 Year

(d) Addition of a conservatory

☐ Yes ☒ No
 Year

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

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

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

Further information about permitted development can be found at:

<https://www.planningportal.co.uk/info/200126/applications>

4.3 Are any of the works disclosed in 4.1 above unfinished? If Yes, please give details:

☐ Yes ☐ No

4.4 Is the seller aware of any breaches of planning permission conditions or Building Regulations consent conditions, unfinished work or work that does not have all necessary consents? If Yes, please give details:

☐ Yes ☒ No

4.5 Are there any planning or building control issues to resolve? If Yes, please give details:

☐ Yes ☒ No

4.6 Have solar panels been installed?

☐ Yes ☒ No

If Yes:

(a) In what year were the solar panels installed?

Year

(b) Are the solar panels owned outright?

☐ Yes ☐ No

(c) Has a long lease of the roof/air space been granted to a solar panel provider? If Yes, please supply copies of the relevant documents e.g. copies of electricity bills for feed in tariffs.

☐ Yes ☐ No
☐ Enclosed ☐ To follow

4.7 Is the property or any part of it:

(a) a listed building?

☐ Yes ☒ No
☐ Not known

(b) in a conservation area?

☒ Yes ☐ No
☐ Not known

If Yes, please supply copies of any relevant documents.

☒ Enclosed ☐ To follow

4.8 Are any of the trees on the property subject to a Tree Preservation Order?

If Yes:

☐ Yes ☐ No
☐ Not known

(a) Have the terms of the Order been complied with?

☐ Yes ☐ No
☒ Not known

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

☐ Enclosed ☐ To follow

5. Guarantees and warranties

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

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

5.1 Does the property benefit from any of the following guarantees or warranties?

If Yes, please supply a copy.

(a) New home warranty (e.g. NHBC or similar)

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(b) Damp proofing

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(c) Timber treatment

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(d) Windows, roof lights, roof windows or glazed doors

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(e) Electrical work

☐ Yes ☒ No
☐ Enclosed ☐ To follow

(f) Roofing

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(g) Central heating

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(h) Underpinning

☐ Yes	☒ No
☐ Enclosed	☐ To follow

(i) Other (please state):

☐ Yes	☐ No
☐ Enclosed	☐ To follow

--

5.2 Have any claims been made under any of these guarantees or warranties? If Yes, please give details:

☐ Yes	☒ No
------------------------------	--

--

6. Insurance

6.1 Does the seller insure the property?

☒ Yes	☐ No
---	-----------------------------

6.2 If not, why not?

--

6.3 If the property is a flat, does the landlord insure the building?

☐ Yes	☐ No
------------------------------	-----------------------------

6.4 Has any buildings insurance taken out by the seller ever been:

(a) subject to an abnormal rise in premiums?

☐ Yes	☒ No
------------------------------	--

(b) subject to high excesses?

☐ Yes	☒ No
------------------------------	--

(c) subject to unusual conditions?

☒ Yes ☐ No

(d) refused?

☐ Yes ☒ No

If Yes, please give details:

The property is currently insured to be left empty

6.5 Has the seller made any buildings insurance claims?

If Yes, please give details:

☐ Yes ☒ No

7. Environmental matters

Flooding

Note: Flooding may take a variety of forms: it may be seasonal or irregular or simply a one-off occurrence. The property does not need to be near a sea or river for flooding to occur. Further information about flooding can be found at:

www.gov.uk/government/organisations/department-for-environment-food-rural-affairs.

The flood risk check can be found at: www.gov.uk/check-flood-risk.

Read our updated Flood Risk Practice Note at <https://www.lawsociety.org.uk/support-services/advice/practice-notes/flood-risk/>

7.1 Has any part of the property (whether buildings or surrounding garden or land) ever been flooded?

If Yes, please state when the flooding occurred and identify the parts that flooded:

☐ Yes ☒ No

If No to question 7.1 please continue to 7.3 and do not answer 7.2 below.

7.2 What type of flooding occurred?

(a) Ground water

☐ Yes ☐ No

(b) Sewer flooding

☐ Yes ☐ No

(c) Surface water

☐ Yes ☐ No

(d) Coastal flooding

☐ Yes ☐ No

(e) River flooding

☐ Yes ☐ No

(f) Other (please state):

7.3 Has a Flood Risk Report been prepared?

If Yes, please supply a copy.

☐ Yes ☐ No
☐ Enclosed ☐ To follow

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

Radon

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

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

☐ Yes ☒ No

If Yes:

(a) please supply a copy of the report

☐ Enclosed ☐ To follow

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

☐ Yes ☐ No

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

☐ Yes ☐ No
☐ Not known

Energy efficiency

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

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

☐ Enclosed ☒ To follow
☐ Already supplied

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

☐ Yes ☒ No
☐ Enclosed ☐ To follow

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

Japanese knotweed

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

7.8 Is the property affected by Japanese knotweed?

☐ Yes ☒ No
☐ Not known

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

☐ Yes ☐ No
☐ Not known
☐ Enclosed ☐ To follow

8. Rights and informal arrangements

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

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

☒ Yes ☐ No

Vegetation overhanging the bridleway (on the right of the property) must be kept clear so as not to prevent use of the bridleway
Half of the costs of keeping the drains running under the land on the eastern side (on the left of the property) in repair (see deeds)

8.2 Does the property benefit from any rights or arrangements over any neighbouring property (this includes any rights of way)? If Yes, please give details:

☐ Yes ☒ No

8.3 Has anyone taken steps to prevent access to the property, or to complain about or demand payment for access to the property? If Yes, please give details:

☐ Yes ☒ No

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

(a) Rights of light

☐ Yes ☒ No

(b) Rights of support from adjoining properties

☐ Yes ☒ No

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

☐ Yes ☒ No

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

(a) Other people's rights to mines and minerals under the land

☐ Yes ☒ No

(b) Chancel repair liability

☐ Yes ☒ No

(c) Other people's rights to take things from the land (such as timber, hay or fish)

☐ Yes ☒ No

If Yes, please give details:

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

☐ Yes ☒ No

Services crossing the property or neighbouring property

8.7 Do any drains, pipes or wires serving the property cross any neighbour's property?

☒ Yes ☒ No
☐ Not known

8.8 Do any drains, pipes or wires leading to any neighbour's property cross the property?

☒ Yes ☐ No
☐ Not known

8.9 Is there any agreement or arrangement about drains, pipes or wires?

☐ Yes ☐ No
☒ Not known

If Yes, please supply a copy or give details:

☐ Enclosed ☐ To follow

The phone line crosses the neighbouring property
The drains to the neighbouring property go under the garden of the property
The water supply to the neighbouring property go under the garden of the property

9. Parking

9.1 What are the parking arrangements at the property?

Double garage on Newlay Wood Drive
Extensive drive running from Newlay Wood Drive

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

☐ Yes ☒ No
☐ Not known

10. Other charges

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

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

☐ Yes ☒ No

11. Occupiers

11.1 Does the seller live at the property?

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

11.4 Are any of the occupiers (other than the sellers), aged 17 or over, tenants or lodgers?

☐ Yes ☐ No

11.5 Is the property being sold with vacant possession?

☐ Yes ☐ No

If Yes, have all the occupiers aged 17 or over:

(a) agreed to leave prior to completion?

☐ Yes ☐ No

(b) agreed to sign the sale contract? If No, please supply other evidence that the property will be vacant on completion.

☐ Yes ☐ No
☐ Enclosed ☐ To follow

12. Services

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

Electricity

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

☐ Yes ☒ No

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

Year
☐ Enclosed ☐ To follow

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

☐ Yes ☒ No
☐ Not known

If Yes, please supply one of the following:

(a) a copy of the signed BS7671 Electrical Safety Certificate

☐ Enclosed ☐ To follow

(b) the installer's Building Regulations Compliance Certificate

☐ Enclosed ☐ To follow

(c) the Building Control Completion Certificate

☐ Enclosed ☐ To follow

Central heating

12.3 Does the property have a central heating system?

☒ Yes ☐ No

If Yes:

(a) What type of system is it (e.g. mains gas, liquid gas, oil, electricity, etc.)?

mains gas

(b) When was the heating system installed? If on or after 1 April 2005 please supply a copy of the 'completion certificate' (e.g. CORGI or Gas Safe Register) or the 'exceptional circumstances' form.

Date

☒ Not known
☐ Enclosed ☐ To follow

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

☐ Yes ☒ No

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

Year

☒ Not known
☐ Enclosed ☐ To follow
☐ Not available

Drainage and sewerage

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

12.4 Is the property connected to mains:

(a) foul water drainage?

☒ Yes ☐ No ☐ Not known

(b) surface water drainage?

☒ Yes ☐ No ☐ Not known

If Yes to both questions in 12.4, please continue to section 13 'Connection to utilities and services' and do not answer 12.5–12.10 below.

12.5 Is sewerage for the property provided by:

(a) a septic tank?

☐ Yes ☐ No

If the property is in England and you answered Yes to question 12.5 and your septic tank discharges directly into surface water, you must do one of the following as soon as possible:

- connect to mains sewer
- install a drainage field (also known as an infiltration system) so the septic tank can discharge to ground instead
- replace your septic tank with a small sewage treatment plant

You must have plans in place to carry out this work within a reasonable timescale, typically 12 months.

12.5.1 When was the septic tank last replaced or upgraded?

Month
 Year

(b) a sewage treatment plant?

☐ Yes ☐ No

(c) cesspool?

☐ Yes ☐ No

**12.6 Is the use of the septic tank, sewage treatment plant or cesspool shared with other properties?
If Yes, how many properties share the system?**

☐ Yes ☐ No
 Properties share

12.7 When was the system last emptied?

Year

12.8 If the property is served by a sewage treatment plant, when was the treatment plant last serviced?

Year

12.9 When was the system installed?

Year

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

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

☐ Yes ☐ No
☐ Enclosed ☐ To follow

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

13. Connection to utilities and services

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

Mains electricity

☒ Yes ☐ No

Provider's name

OVO

Location of meter

Cellar

Mains gas

☒ Yes ☐ No

Provider's name

OVO

Location of meter

Cellar

Mains water

☒ Yes ☐ No

Provider's name

Yorkshire Water

Location of stopcock

External access cover on the front right corner of the property

Location of meter, if any

There are two meters in the cellar, one for upstairs and one for downstairs

Mains sewerage

☒ Yes ☐ No

Provider's name

Yorkshire Water

Telephone

☒ Yes ☐ No

Provider's name

Plusnet

Cable

☐ Yes ☒ No

Provider's name

14. Transaction information

14.1 Is this sale dependent on the seller completing the purchase of another property on the same day?

☐ Yes ☒ No

14.2 Does the seller have any special requirements about a moving date? If Yes, please give details:

☐ Yes ☒ No

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

☐ Yes ☐ No
☒ No mortgage

14.4 Will the seller ensure that:

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

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

☒ Yes ☐ No

Signed:



Dated: 30-08-2024

Signed:



Dated: 30-08-2024

Each seller should sign this form.



**The Law
Society**

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